

Homes by
Audrey

OF WEICHERT, REALTORS®

Audrey Primozic's Legacy Continues!



WHY OVER 80% OF HOME BUYERS PURCHASE EXISTING HOMES...

THE PURCHASERS OF EXISTING HOMES SEE AND KNOW THE QUALITY OF WHAT THEY ARE BUYING AND THEY:

1. Avoid the time and hassle of dealing with the builder and their sub-contractors, especially given the current shortage of quality sub-contractors.
2. Move into their home of choice on a more reasonable schedule... (there are calendar months and then there are builder's months).
3. Avoid working with a year long punch-out list of fixes.
4. Gain the advantage of selecting from established known communities to live in.
5. Acquire usually at a reduced cost (\$, Time and Frustration) all the upgrades the previous owners have already painstakingly added such as:
 - Mature Landscaping, Fences, Pools, Hot Tubs, Decks, Sheds
 - Finished Basements, Additions, Screened Porches
 - Recreation Rooms, Built-In Entertainment Centers, Wet Bars, Etc.
 - Upgraded Kitchens, Baths, Window Treatments

FOR VIRTUAL TOUR, INTERACTIVE FLOOR
PLAN & FUSION PHOTOS VISIT:

WWW.HOMESBYAUDREY.COM

Edward Primozic is a licensed salesperson with Weichert, Realtors ~ Broker's Office 301.540.1330

PRESENTED BY
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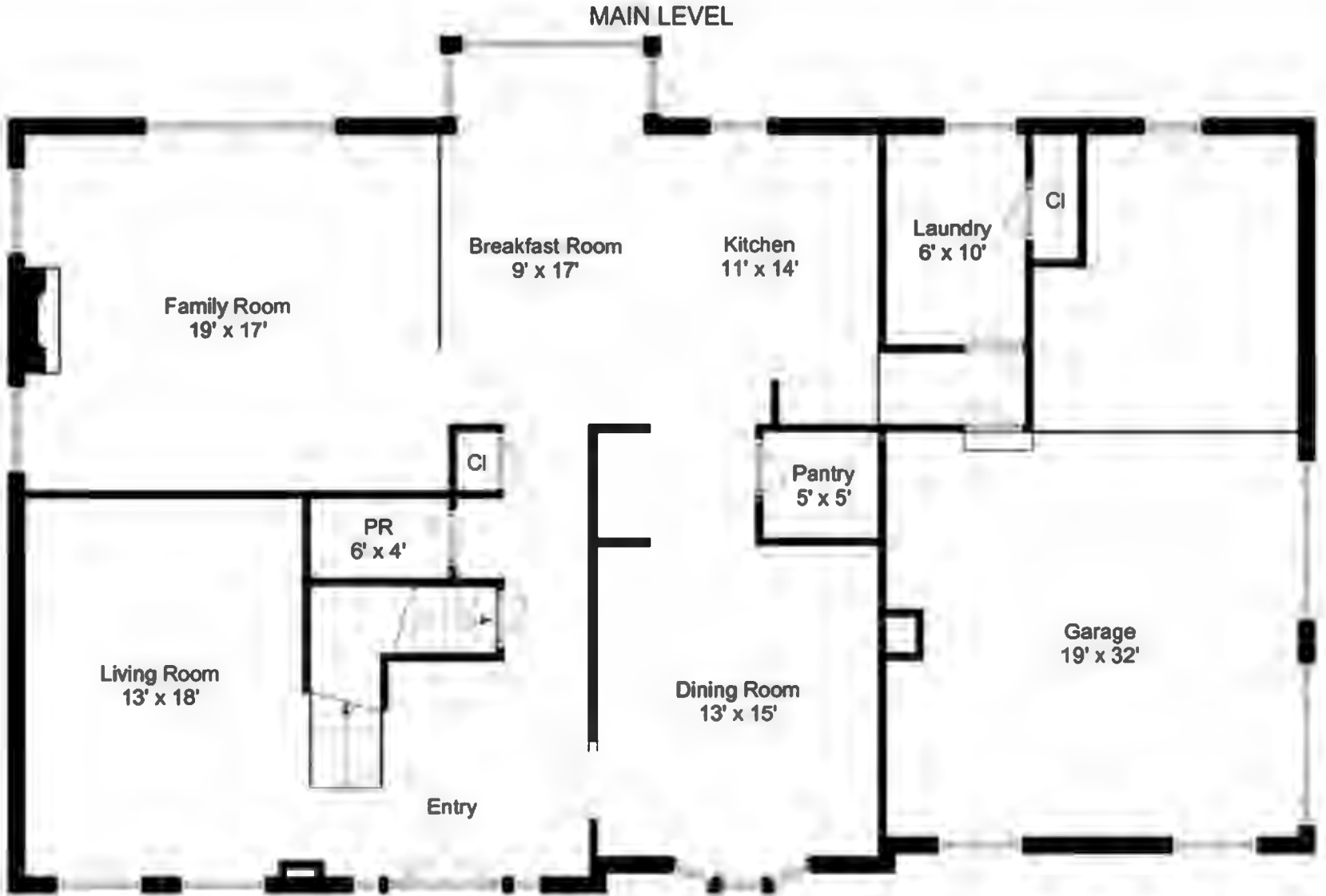


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All Measurements Are Approximate.

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8105 Dry Ridge Rd
FLOOR PLAN: MAIN LEVEL

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8105 Dry Ridge Rd
FLOOR PLAN: UPPER LEVEL



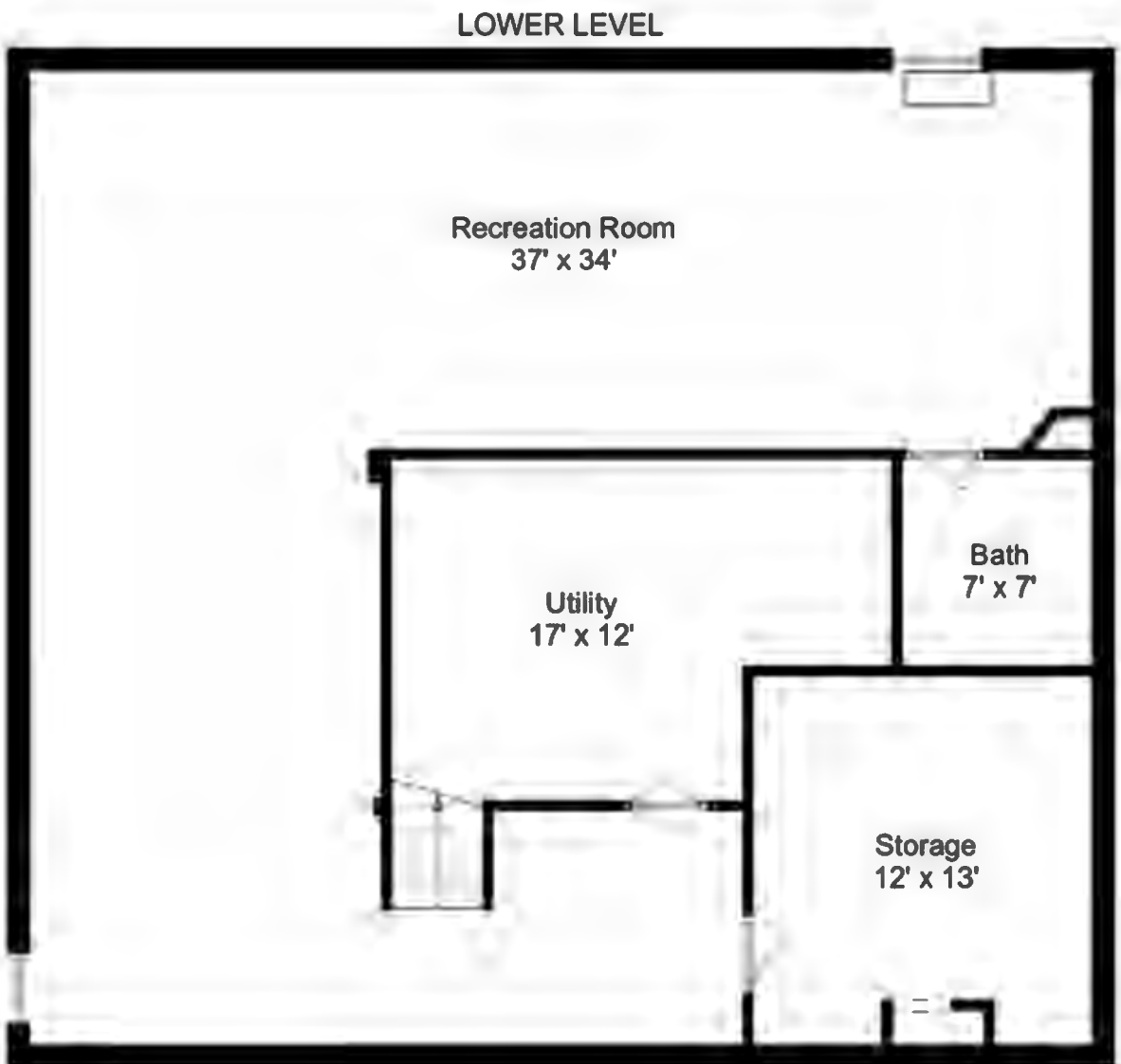
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8105 Dry Ridge Rd
FLOOR PLAN: LOWER LEVEL



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Homeowners Association Seller Disclosure/Resale Addendum for Maryland
(Recommended for the Listing Agreement and required for the GCAAR Contract)

Address 8105 Dry Ridge Rd
City Montgomery Village, State MD Zip 20886

PART I - SELLER DISCLOSURE:

1. **SELLER'S ACKNOWLEDGMENT:** ALL INFORMATION HEREIN WAS COMPLETED BY THE SELLER. The information contained in this Disclosure issued pursuant to Section 11B-106(b) of the Maryland Homeowners Association Act is based on Seller's actual knowledge and belief and is current as of the date hereof.
2. **NAME OF HOMEOWNERS ASSOCIATION:** The Property, which is the subject of this Contract, is located within a Development and is subject to the MONTGOMERY VILLAGE FOUNDATION Homeowners Association.

3. **CURRENT FEES AND ASSESSMENTS:** Fees and assessments as of the date hereof amount respectively to:
- A. **HOA Fee:** Potential Buyers are hereby advised that the present fee for the subject Property and parking space(s) and/or storage unit(s), if applicable, is:
- | | |
|---------------------|-----------------------------------|
| Regular Fee: | \$ <u>135.00</u> |
| Parking: | \$ <u>-</u> |
| Storage: | \$ <u>-</u> |
| Special Assessment: | \$ <u>-</u> (complete B below) |
| TOTAL: | \$ <u>135.00</u> per <u>month</u> |

Fee Includes: The following are included in the HOA Fee: ☒ Trash ☐ Lawn Care ☒ Other
Upkeep of common area, snow and leaf removal, pools and recreation center, Village Newspaper.

- B. **Special Assessment:** Potential Buyers are hereby advised that there ☐ is OR ☒ is not a special assessment either included in the HOA Fee or separately levied. If applicable, complete 1-4 below.

1) Reason for Assessment: _____

2) Payment Schedule: \$ _____ per _____

3) Number of payments remaining _____ as of _____
(Date)

4) Total Special Assessment balance remaining: \$ _____

C. **Delinquency:** Is Seller delinquent on any Fees and/or Special Assessments on the Property? ☐ YES ☒ NO

D. **Future Levies and/or Fee Increases:** Is Seller aware of any future Fee increases or Special Assessments that have been approved by the Association? ☐ YES ☒ NO

Unless otherwise agreed in Part II herein below, Seller agrees to pay at Settlement any existing or levied but not yet collected Special Assessments.

4. **FEES DURING PRIOR FISCAL YEAR:** The total amount of fees, special assessments and other charges imposed by the HOA upon the Property during the prior fiscal year of the HOA is as follows:

Fees:	\$ <u>1,568.00</u>
Special Assessments:	\$ <u>-</u>
Other Charges:	\$ <u>-</u>
Total:	\$ <u>1,568.00</u>

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5. **PARKING AND STORAGE:** Parking Space(s) and Storage Unit(s) may be designated by the HOA instruments as: general common elements for general use (possibly subject to a lease or license agreement); limited common elements assigned for the exclusive use of a particular property; or separately taxed and conveyed by Deed. The following Parking Space(s) and/or Storage Unit(s) convey with this Property:

☐ Parking Space #(s) _____ ☐ is ☐ is not separately taxed. If separately taxed:
Tax ID #(s) _____

☐ Storage Unit #(s) _____ ☐ is ☐ is not separately taxed. If separately taxed:
Tax ID #(s) _____

6. **MANAGEMENT COMPANY OR AUTHORIZED AGENT:** The management company or agent authorized by the HOA to provide information to the public regarding the HOA is as follows:

Name: MONTGOMERY VILLAGE FOUNDATION, INC. Phone: 301-948-0110
Email Address: 10120 APPLE RIDGE ROAD
Address: MONTGOMERY VILLAGE, MD 20886

[OR] No agent or officer is presently authorized by the HOA to provide to the public information regarding the HOA. If none, please initial here _____ / _____

7. **SELLER'S KNOWLEDGE OF UNSATISFIED JUDGMENTS OR LAWSUITS:** The Seller has no actual knowledge of any unsatisfied judgments, or pending lawsuits against the HOA, except as noted:

8. **SELLER'S KNOWLEDGE OF PENDING CLAIMS, COVENANT VIOLATIONS OR DEFAULT:** The Seller has no actual knowledge of any pending claims, covenant violations, actions or notices of default against the HOA, except as noted:

9. **NOTICE TO SELLER REGARDING OBLIGATIONS TO NOTIFY THE HOA:** WITHIN THIRTY (30) CALENDAR DAYS OF ANY RESALE TRANSFER OF A LOT WITHIN A DEVELOPMENT, THE TRANSFEROR [SELLER] SHALL NOTIFY THE HOMEOWNERS ASSOCIATION FOR THE PRIMARY DEVELOPMENT OF THE TRANSFER. THE NOTIFICATION SHALL INCLUDE, TO THE EXTENT REASONABLY AVAILABLE, THE NAME AND ADDRESS OF THE TRANSFEROR [SELLER], THE DATE OF TRANSFER, THE NAME AND ADDRESS OF ANY MORTGAGEE, AND THE PROPORTIONATE AMOUNT OF ANY OUTSTANDING HOMEOWNERS ASSOCIATION FEE OR ASSESSMENT ASSUMED BY EACH OF THE PARTIES TO THE TRANSACTION.

10. **NOTICE OF BUYER'S RIGHT TO RECEIVE RESALE PACKAGE PURSUANT TO THE MARYLAND HOMEOWNERS ASSOCIATION ACT:**

THIS SALE IS SUBJECT TO THE REQUIREMENTS OF THE MARYLAND HOMEOWNERS ASSOCIATION ACT (THE "ACT"). THE ACT REQUIRES THAT THE SELLER DISCLOSE TO YOU [BUYER] AT OR BEFORE THE TIME THE CONTRACT IS ENTERED INTO, OR WITHIN 20 CALENDAR DAYS OF ENTERING INTO THE CONTRACT, CERTAIN INFORMATION CONCERNING THE DEVELOPMENT IN WHICH THE LOT YOU [BUYER] ARE PURCHASING IS LOCATED. THE CONTENT OF THE INFORMATION TO BE DISCLOSED IS SET FORTH IN § 11B-106(B) OF THE ACT (THE "MHAA INFORMATION") AS FOLLOWS:

§11B-106(B) THE VENDOR SHALL PROVIDE THE PURCHASER THE FOLLOWING INFORMATION IN WRITING:

- (1) A STATEMENT AS TO WHETHER THE LOT IS LOCATED WITHIN A DEVELOPMENT;
(2) (I) THE CURRENT MONTHLY FEES OR ASSESSMENTS IMPOSED BY THE HOMEOWNERS ASSOCIATION UPON THE LOT;
(II) THE TOTAL AMOUNT OF FEES, ASSESSMENTS, AND OTHER CHARGES IMPOSED BY THE HOMEOWNERS ASSOCIATION UPON THE LOT DURING THE PRIOR FISCAL YEAR OF THE HOMEOWNERS ASSOCIATION; AND

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(III) A STATEMENT OF WHETHER ANY OF THE FEES, ASSESSMENTS, OR OTHER CHARGES AGAINST THE LOT ARE DELINQUENT;

(3) THE NAME, ADDRESS, AND TELEPHONE NUMBER OF THE MANAGEMENT AGENT OF THE HOMEOWNERS ASSOCIATION, OR OTHER OFFICER OR AGENT AUTHORIZED BY THE HOMEOWNERS ASSOCIATION TO PROVIDE TO MEMBERS OF THE PUBLIC, INFORMATION REGARDING THE HOMEOWNERS ASSOCIATION AND THE DEVELOPMENT, OR A STATEMENT THAT NO AGENT OR OFFICER IS PRESENTLY SO AUTHORIZED BY THE HOMEOWNERS ASSOCIATION;

(4) A STATEMENT AS TO WHETHER THE OWNER HAS ACTUAL KNOWLEDGE OF:

(I) THE EXISTENCE OF ANY UNSATISFIED JUDGMENTS OR PENDING LAWSUITS AGAINST THE HOMEOWNERS ASSOCIATION; AND

(II) ANY PENDING CLAIMS, COVENANT VIOLATIONS, ACTIONS, OR NOTICES OF DEFAULT AGAINST THE LOT; AND

(5) A COPY OF:

(I) THE ARTICLES OF INCORPORATION, THE DECLARATION, AND ALL RECORDED COVENANTS AND RESTRICTIONS OF THE PRIMARY DEVELOPMENT, AND OF OTHER RELATED DEVELOPMENTS TO THE EXTENT REASONABLY AVAILABLE, TO WHICH THE PURCHASER SHALL BECOME OBLIGATED ON BECOMING AN OWNER OF THE LOT, INCLUDING A STATEMENT THAT THESE OBLIGATIONS ARE ENFORCEABLE AGAINST AN OWNER'S TENANTS, IF APPLICABLE; AND
(II) THE BYLAWS AND RULES OF THE PRIMARY DEVELOPMENT, AND OF OTHER RELATED DEVELOPMENTS TO THE EXTENT REASONABLY AVAILABLE, TO WHICH THE PURCHASER SHALL BECOME OBLIGATED ON BECOMING AN OWNER OF THE LOT, INCLUDING A STATEMENT THAT THESE OBLIGATIONS ARE ENFORCEABLE AGAINST AN OWNER AND THE OWNER'S TENANTS, IF APPLICABLE.

IF YOU [BUYERS] HAVE NOT RECEIVED ALL OF THE MHAA INFORMATION FIVE (5) CALENDAR DAYS OR MORE BEFORE ENTERING INTO THE CONTRACT, YOU [BUYERS] HAVE FIVE (5) CALENDAR DAYS TO CANCEL THIS CONTRACT AFTER RECEIVING ALL OF THE MHAA INFORMATION. YOU [BUYER] MUST CANCEL THE CONTRACT IN WRITING, BUT YOU [BUYERS] DO NOT HAVE TO STATE A REASON.

THE SELLER MUST ALSO PROVIDE YOU [BUYER] WITH NOTICE OF ANY CHANGES IN MANDATORY FEES EXCEEDING 10% OF THE AMOUNT PREVIOUSLY STATED TO EXIST AND COPIES OF ANY OTHER SUBSTANTIAL AND MATERIAL AMENDMENT TO THE INFORMATION PROVIDED TO YOU [BUYER]. YOU [BUYERS] HAVE THREE (3) CALENDAR DAYS TO CANCEL THIS CONTRACT AFTER RECEIVING NOTICE OF ANY CHANGES IN MANDATORY FEES, OR COPIES OF ANY OTHER SUBSTANTIAL AND MATERIAL AMENDMENT TO THE MHAA INFORMATION WHICH ADVERSELY AFFECTS YOU [THEM].

IF YOU [BUYERS] DO CANCEL THE CONTRACT [THEY] WILL BE ENTITLED TO A REFUND OF ANY DEPOSIT YOU [BUYERS] MADE ON ACCOUNT OF THE CONTRACT, HOWEVER, UNLESS YOU [BUYERS] RETURN THE MHAA INFORMATION TO THE SELLER WHEN YOU [BUYERS] CANCEL THE CONTRACT, THE SELLER MAY KEEP OUT OF YOUR [BUYER'S] DEPOSIT THE COST OF REPRODUCING THE MHAA INFORMATION, OR \$100, WHICHEVER AMOUNT IS LESS.

BY PURCHASING A LOT WITHIN THIS DEVELOPMENT, YOU [BUYER] WILL AUTOMATICALLY BE SUBJECT TO VARIOUS RIGHTS, RESPONSIBILITIES, AND OBLIGATIONS, INCLUDING THE OBLIGATION TO PAY CERTAIN ASSESSMENTS TO THE HOMEOWNERS ASSOCIATION WITHIN THE DEVELOPMENT. THE LOT YOU [BUYERS] ARE PURCHASING MAY HAVE RESTRICTIONS ON:

(1) ARCHITECTURAL CHANGES, DESIGN, COLOR, LANDSCAPING, OR APPEARANCE;

(2) OCCUPANCY DENSITY;

(3) KIND, NUMBER, OR USE OF VEHICLES;

(4) RENTING, LEASING, MORTGAGING, OR CONVEYING PROPERTY;

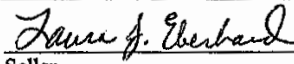
(5) COMMERCIAL ACTIVITY; OR

(6) OTHER MATTERS.

YOU [BUYERS] SHOULD REVIEW THE MHAA INFORMATION CAREFULLY TO ASCERTAIN YOUR RIGHTS, RESPONSIBILITIES, AND OBLIGATIONS WITHIN THE DEVELOPMENT.

Seller 

9/10/2026
Date

 9/10/2026
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 the Contract.

1. **TITLE/DEED AND TITLE:** The Title or Deed and Title paragraph of the Contract is amended to include the agreement of the Buyer to take title subject to easements, covenants, conditions and restrictions of record contained in the HOA instruments, and the right of other owners in the common elements and the operation of the HOA.
2. **PAYMENT OF FEES AND ASSESSMENTS:** Buyer agrees to pay such HOA Fees and/or other Special Assessments as the HOA may from time to time assess against the Property and Parking Space(s) and/or Storage Unit(s), as applicable, for the payment of operating and maintenance or other proper charges. Seller agrees to pay any delinquent Fees and/or Special Assessments on or before Settlement Date. All violations of requirements noted by the HOA against Seller shall be complied with by Seller and the Property conveyed free thereof. **Regarding any existing or levied but not yet collected Special Assessments, Seller agrees to pay, at the time of Settlement, any Special Assessments unless otherwise agreed herein:**

Costs of obtaining any statements of account from the HOA and/or its related management company will be paid by Seller. Lender's HOA questionnaire fee and any transfer and/or set-up fees for the HOA and/or its related management company will be paid by Buyer.

3. **HOA APPROVAL:** If this sale is subject to approval by or right of refusal of the HOA or HOA Board of Directors, in the event such approval is denied or such right of first refusal is exercised by such Association or Board, this Contract shall be null and void and the Buyer's deposit shall be refunded without delay or deduction therefrom.
4. **ASSUMPTION OF HOA OBLIGATIONS:** Buyer hereby agrees to assume each and every obligation of and to be bound by and comply with the covenants and conditions contained in the Resale Package, including the rules and regulations and covenants and restrictions of the HOA, from and after the Settlement Date hereunder.
5. **DELIVERY:** Delivery of Resale Package **MUST** be made directly to Buyer. Delivery to Buyer's Agent **DOES NOT** constitute Delivery from Seller to Buyer. Resale Package shall be Delivered to Buyer at:

(Buyer email address) if available electronically
OR _____ (Buyer mailing address) if only available in hard copy. An additional courtesy copy shall be Delivered to the Buyer's Agent only if contact information is provided herein: _____
(Buyer Agent email address) if available electronically **OR** _____ (Buyer Agent mailing address) if only available in hard copy.
6. **RIGHT TO CANCEL:** Buyer shall have the right until 11:59:59pm on the 5th day following Buyer's receipt of the Resale Package to cancel this Contract by giving Notice thereof to Seller. In the event that Resale Package is Delivered to Buyer on or prior to the Date of Ratification of this Contract, Buyer shall have the right to cancel until 11:59:59pm on the 5th Day following Date of Ratification. If Resale Package is not Delivered to Buyer within 20 Days of Date of Ratification, Buyer shall have the option to cancel this Contract by giving Notice thereof to Seller prior to Buyer's receipt of Resale Package. Pursuant to the provisions of this paragraph, in no event may Buyer have the right to cancel this Contract after Settlement.

Seller (sign only after Buyer) Date

Buyer Date

Seller (sign only after Buyer) Date

Buyer Date

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

PROPERTY ADDRESS: 8105 Dry Ridge Rd, Montgomery Village, MD 20886

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 (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

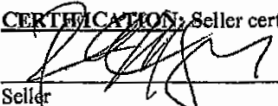
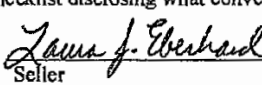
- ☐ Hot Tub/Spa, Equipment & Cover
- ☐ Pool Equipment & Cover
- ☐ Sauna
- ☐ Playground Equipment

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)
- ☒ Basement Skipper Sofa
- ☒ Basement Home Theater System

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: APPLIANCE WARRANTIES FROM LOWES
ON ALL LG APPLIANCES

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

	9/10/2016		9/10/2016
Seller	Date	Seller	Date

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

The Contract of Sale dated _____ between Seller Ronald H. Hodges, Laura J. Eberhard 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

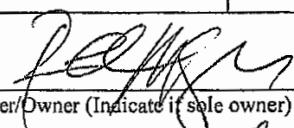
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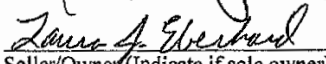
Utility Cost and Usage History Form For use in Montgomery County, Maryland

Address: 8105 Dry Ridge Rd, Montgomery Village, MD 20886

Month	Year		Electric	Gas	Heating Oil
AUGUST	2026	Total Cost:	\$388.27	\$45.52	
		Total Usage	1437	22.9	
JULY	2026	Total Cost:	\$546.79	\$51.68	
		Total Usage	2066	27.5	
JUNE	2026	Total Cost:	\$357.58	\$48.62	
		Total Usage	1328	26.4	
MAY	2026	Total Cost:	\$200.63	\$66.14	
		Total Usage	920	40.2	
APRIL	2026	Total Cost:	\$373.79	\$113.75	
		Total Usage	1034	74.9	
MARCH	2026	Total Cost:	\$379.88	\$156.50	
		Total Usage	1046	108.9	
FEBRUARY	2026	Total Cost:	\$647.74	\$252.57	
		Total Usage	1831	195.1	
JANUARY	2026	Total Cost:	\$540.35	\$181.23	
		Total Usage	1486	137.1	
DECEMBER	2025	Total Cost:	\$497.08	\$195.24	
		Total Usage	1405	146.8	
NOVEMBER	2025	Total Cost:	\$296.89	\$87.39	
		Total Usage	832	63.5	
OCTOBER	2025	Total Cost:	\$268.21	\$39.48	
		Total Usage	958	23.0	
SEPTEMBER	2025	Total Cost:	\$319.35	\$44.76	
		Total Usage	1389	27.5	


Seller/Owner (Indicate if sole owner)

9/10/2026
Date


Seller/Owner (Indicate if sole owner)

9/10/2026
Date

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Purchaser' Signature Date

Purchaser' Signature Date

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 8105 DRY RIDGE ROAD, MONTGOMERY VILLAGE, MD 20886

Legal Description: _____

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, *Annotated Code of Maryland*, requires the seller of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the seller is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the seller. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §10-702:

1. The initial sale of single family residential real property:
 - A. that has never been occupied; or
 - B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
- (2) Would pose a direct threat to the health or safety of:
 - (i) the purchaser; or
 - (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO SELLERS: Complete and sign this statement only if you elect to disclose defects, including latent defects, or other information about the condition of the property actually known by you; otherwise, sign the Residential Property Disclaimer Statement. You may wish to obtain professional advice or inspections of the property; however, you are not required to undertake or provide any independent investigation or inspection of the property in order to make the disclosure set forth below. The disclosure is based on your personal knowledge of the condition of the property at the time of the signing of this statement.

NOTICE TO PURCHASERS: The information provided is the representation of the Seller(s) based upon the actual knowledge of Seller(s) as of the date of their signature(s) on this form; it is not the representation of the real estate broker or salesperson, if any. You may wish to obtain professional advice about, or an inspection of, the property. Disclosure by the Seller(s) is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Seller(s) as to; the condition of the property of which the Seller(s) has no actual knowledge, or other conditions of which the Seller(s) has no actual knowledge.

Please indicate your actual knowledge with respect to the following:

1. How long have you owned the property? 23 years
2. Property Systems: Water, Sewage, Heating & Air Conditioning (Answer all that apply)
Water Supply ☒ Public ☐ Well ☐ Other _____
Sewage Disposal ☒ Public ☐ Septic System: What type of Septic System? ☐ Holding Tank ☐ Other Describe: _____
Garbage Disposal ☒ Yes ☐ No
Dishwasher ☒ Yes ☐ No
Heating ☐ Oil ☒ Natural Gas ☒ Electric ☒ Heat Pump Age 6 yrs. ☐ Other Describe: _____
Furnace 13 years

Air Conditioning ☒ 18 mos. ☒ Central Air ☐ Window Units ☐ Wall Mounted A/C ☐ Other Describe: Electric Heat Pump 6 mos.
Hot Water ☐ Oil ☒ Natural Gas ☐ Electric ☐ Capacity 50 gal Age 12 mos. ☐ Other _____

3. Foundation: Any settlement or other problems? ☐ Yes ☒ No ☐ Unknown
Comments: _____

4. Basement: Does your house have a basement or crawl space? ☒ Yes ☐ No
If yes, select one: ☒ Basement ☐ Crawl Space
a. Is there any water damage, leaks, or evidence of moisture? ☐ Yes ☒ No ☐ Unknown
b. Does the basement or crawl space have a sump pump? ☒ Yes ☐ No
If yes, is it operational? ☒ Yes ☐ No ☐ Unknown
Comments: See attachment 1

5. Roof: Any leaks or evidence of moisture? ☐ Yes ☒ No ☐ Unknown
Type of Roof: Shingles Age 5 yrs - with Lifetime Warranty
Comments: _____
Is there any existing fire-retardant treated plywood? ☐ Yes ☒ No ☐ Unknown
Comments: _____

6. Other Structural Systems, including walls and floors:
Comments: _____
Any defects (structural or otherwise)? ☐ Yes ☒ No ☐ Unknown
Comments: _____

7. Plumbing system: Is the system in operating condition including the absence of leaks? ☒ Yes ☐ No ☐ Unknown
Comments: _____

8. Heating Systems: Is heat supplied to all finished rooms? ☒ Yes ☐ No ☐ Unknown
Comments: _____
Is the system in operating condition? ☒ Yes ☐ No ☐ Unknown
Comments: _____

9. Air Conditioning System: Is there an air conditioning system? ☒ Yes ☐ No
If yes, select one: ☒ Central Air ☐ Window Units ☐ Wall Mounted A/C ☐ Other Describe: _____
Comments: _____
a. Is cooling supplied to all finished rooms? ☒ Yes ☐ No ☐ Unknown ☐ Does Not Apply
Comments: _____
b. Is the system in operating condition? ☒ Yes ☐ No ☐ Unknown ☐ Does Not Apply
Comments: _____

10. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets, or wiring? ☐ Yes ☒ No ☐ Unknown
Comments: _____

11. Does the property have a sprinkler system? ☐ Yes ☒ No

12. Do the smoke alarms comply with all requirements for smoke alarms as set forth in Title 9 of the Public Safety article, including with respect to their number, location, arrangement, type, power source, and any other requirement? (See sections 9-101-109 of the Public Safety article.) ☒ Yes ☐ No ☐ Unknown
Comments: _____
a. Will all smoke alarms provide an alarm in the event of a power outage? ☒ Yes ☐ No ☐ Unknown
b. Are any of the smoke alarms over 10 years old? ☐ Yes ☒ No ☐ Unknown
c. Are all battery-operated smoke alarms sealed, tamper resistant units incorporating a silence/hush button and using long-life batteries. ☒ Yes ☐ No ☐ Unknown ☐ N/A (no battery operated units)

13. Sewer/Septic Systems: What type of sewer/septic system? Select one: ☒ Public ☐ Septic
a. If septic, what type: ☐ Holding Tank ☐ Other Describe: _____
b. Is the septic system functioning properly? ☐ Yes ☐ No ☐ Unknown ☒ Does Not Apply
If not sure, contact your local health department.
c. When was the system last pumped? Date _____ ☐ Unknown
Comments: _____

14. Water Supply: Any problem with water supply? ☐ Yes ☒ No ☐ Unknown
Comments: _____
a. Home water treatment system: ☐ Yes ☒ No ☐ Unknown
Comments: _____
b. Fire sprinkler system: ☐ Yes ☒ No ☐ Unknown ☒ Does Not Apply 24x
Comments: _____
c. Are the systems in operating condition? ☒ Yes ☐ No ☐ Unknown
Comments: _____

15. Insulation:
In exterior walls? ☒ Yes ☐ No ☐ Unknown
In ceiling/attic? ☒ Yes ☐ No ☐ Unknown
In any other areas? ☒ Yes ☐ No ☐ Unknown Where? _____
Comments: _____

Purchaser' Signature

Date

Purchaser' Signature

Date

16. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain? ☐ Yes ☒ No ☐ Unknown
Comments: _____
Are gutters and downspouts in good repair? ☒ Yes ☐ No ☐ Unknown
Comments: _____
17. Wood-destroying insects: Any infestation and/or prior damage? ☒ Yes ☐ No ☐ Unknown
Comments: Treated and repaired including bait stations
Any treatments or repairs? ☒ Yes ☐ No ☐ Unknown
Any warranties? ☒ Yes ☐ No ☐ Unknown
Comments: See Attachment 1
18. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, oil tank, propane tank, underground storage tanks, or other contamination) on the property? ☐ Yes ☒ No ☐ Unknown
If yes, specify below.
Comments: _____
a. If you or a contractor have made improvements to the property, were the required permits issued by the county or local permitting office, and did the improvements pass all required inspections? ☐ Yes ☒ No ☐ Does Not Apply
☐ Unknown
Comments: See Attachment 1
19. If the property relies on fossil fuel combustion for heat, ventilation, hot water, clothes dryer operation, or other purposes, is a carbon monoxide alarm installed in the property? ☒ Yes ☐ No ☐ Unknown
Comments: _____
20. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property? ☒ Yes ☐ No ☐ Unknown If yes, specify below.
Comments: _____
21. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District? ☐ Yes ☒ No ☐ Unknown If yes, specify below.
Comments: _____
a. If answered Yes, are there currently any open violations? Comments: _____
22. Is the property subject to any restriction imposed by a Homeowners Association or any other type of community association? ☒ Yes ☐ No ☐ Unknown If yes, specify below.
Comments: MONTGOMERY VILLAGE FOUNDATION ARCHITECTURE STANDARDS FOR EAST VILLAGE
23. Is the property subject to any restrictions imposed by a covenant? ☒ Yes ☐ No ☐ Unknown If yes, specify below.
Comments: _____
24. Has the property ever had flooding or a fire? ☐ Yes ☒ No ☐ Unknown
Comments: _____
25. Are there any other material defects, including latent defects, affecting the physical condition of the property? ☐ Yes ☒ No ☐ Unknown
Comments: _____

NOTE: Seller(s) may wish to disclose the condition of other buildings on the property on a separate RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

The seller(s) acknowledge having carefully examined this statement, including any comments, and verify that it is complete and accurate as of the date signed. The seller(s) further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Seller(s) [Signature] Date 9/10/2016

Seller(s) Laura J. Gerbasi Date 9/10/2016

NOTICE TO PURCHASER: THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR A HOME INSPECTION.

The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser _____ Date _____

Purchaser _____ Date _____

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

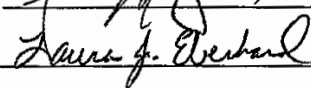
NOTICE TO SELLER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the **RESIDENTIAL PROPERTY DISCLOSURE STATEMENT**.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
- (2) Would pose a direct threat to the health or safety of:
 - (i) the purchaser; or
 - (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

Except for the latent defects listed below, the undersigned seller(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The seller(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Does the seller(s) have actual knowledge of any latent defects? ☐ Yes ☒ No If yes, specify:

Seller 
Seller 

Date 9/10/2016
Date 9/10/2016

NOTICE TO PURCHASER: THIS DISCLAIMER STATEMENT IS NOT A SUBSTITUTE FOR A HOME INSPECTION.

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser _____
Purchaser _____

Date _____
Date _____

Purchaser's Signature _____ Date _____

Purchaser's Signature _____ Date _____



Jurisdictional Disclosure and Addendum for Montgomery County
(Required for the Listing Agreement and for the GCAAR or Maryland REALTORS® Contract)

Seller: Ronald H. Hodges, Laura J. Eberhard
 Address: 8105 Dry Ridge Rd Unit # _____
 City: Montgomery Village State: MD Zip: 20886

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: _____)
☒ 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/departement-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://permittingervices.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.

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/viewer/>, 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).

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/mef/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.shtml>. 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.

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. Confirm if applicable to this Property at <https://sdat.dal.maryland.gov/RealProperty/Pages/default.aspx>.

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.dal.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>.

- | | |
|--|---|
| ☐ 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.

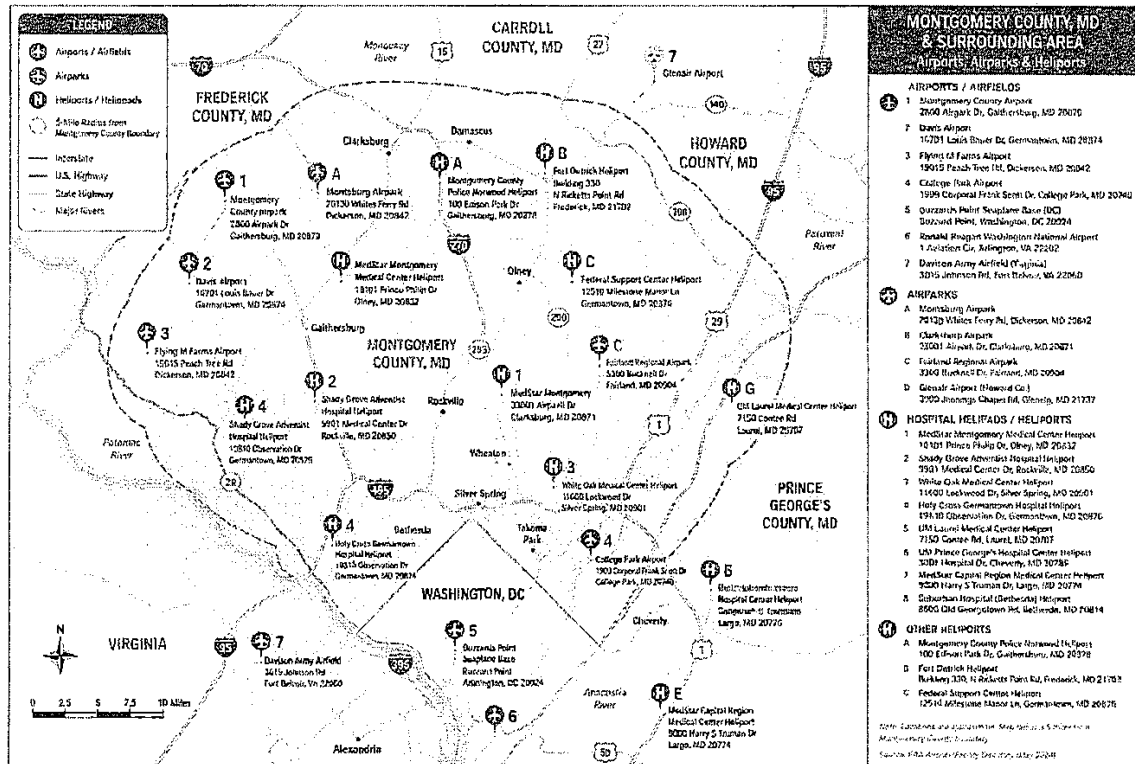
Buyer

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 May 2024. 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://adip.faa.gov/aris/public/#/airportSearch/advanced>



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.
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>

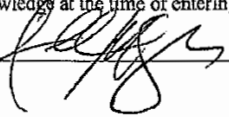
30. **PROTECTION OF HOMEOWNERS IN FORECLOSURE ACT NOTICE RESCISSION OF CONTRACT:** Pursuant to Maryland Code, Real Property Article §§ 7-310 et seq., the homeowner of a residence on which any mortgage is at least 60 days in default may

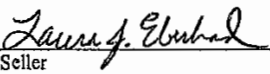
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rescind this Contract within 5 days of: a) Contract ratification; OR b) the date on which Parties sign the "Statement About Tenancy" form (1364) if this Contract includes a provision allowing Seller to occupy Property after Settlement, whichever is 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.

Seller  Date 9/10/2026

Seller  Date 9/10/2026

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 Ronald H. Hodges, Laura J. Eberhard
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, STATE TRANSFER 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 _____ Date _____

Buyer _____ Date _____

Seller _____ 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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NOTICE TO BUYER AND SELLER OF BUYER'S RIGHTS AND SELLER'S OBLIGATIONS UNDER MARYLAND'S SINGLE FAMILY RESIDENTIAL PROPERTY CONDITION DISCLOSURE LAW

ADDENDUM # _____ dated _____ to the Contract of Sale between Buyer _____ and Seller Ronald E. Hodges, Laura J. Eberhard for the Property known as 8105 Dry Ridge Rd, Montgomery Village, MD 20886.

NOTE: This notice does not apply to: (1) the initial sale of single family residential property which has never been occupied, or for which a certificate of occupancy has been issued within one year prior to the date of the Contract; (2) a transfer that is exempt from the transfer tax under Subsection 13-207 of the Tax-Property Article, except land installments contracts of sale under Subsection 13-207(a)(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(a)(12) of the Tax-Property Article; (3) a sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure; (4) a sheriff's sale, tax sale, or sale by foreclosure, partition or by court appointed trustee; (5) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; (6) a transfer of single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

Section 10-702 of the Real Property Article of the Annotated Code of Maryland ("Section 10-702") requires that a seller of a single family residential property ("the property") deliver to each buyer, on or before entering into a contract of sale, on a form published and prepared by the Maryland Real Estate Commission, **EITHER**:

- (A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:
- (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
 - (ii) Insulation;
 - (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
 - (iv) Plumbing, electrical, heating, and air conditioning systems;
 - (v) Infestation of wood-destroying insects;
 - (vi) Land use matters;
 - (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
 - (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
 - (ix) Whether the smoke alarms:
 - 1. will provide an alarm in the event of a power outage;
 - 2. are over 10 years old; and
 - 3. if battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; and
 - (x) If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.

"Latent defects" under Section 10-702 means material defects in real property or an improvement to real property that:

- (i) A buyer would not reasonably be expected to ascertain or observe by a careful visual inspection, and
- (ii) Would pose a threat to the health or safety of the buyer or an occupant of the property, including a tenant or invitee of the buyer;

OR

- (B) A written disclaimer statement providing that:
- (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and
 - (ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.

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At the time the disclosure or disclaimer statement is delivered to you ("the buyer"), you are required to date and sign a written acknowledgement of receipt on the disclosure or disclaimer statement which shall be included in or attached to the contract of sale.

Section 10-702 further provides that a buyer who receives the disclosure or disclaimer statement on or before entering into a contract of sale does not have the right to rescind the contract based upon the information contained in the disclosure or disclaimer statement.

You are hereby notified that, in certain circumstances, you have the right to rescind your contract with the seller if the seller fails to deliver to you the written property condition disclosure or disclaimer statement. Section 10 702 provides that a buyer who does not receive the disclosure or disclaimer statement on or before entering into the contract has the unconditional right, upon written notice to the seller or seller's agent:

- (i) To rescind the contract at any time before the receipt of the disclosure or disclaimer statement or within 5 days following receipt of the disclosure or disclaimer statement; and
- (ii) To the immediate return of any deposits made on account of the contract.

Your right to rescind the contract under Section 10-702 terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application or within 5 days following receipt of a written disclosure from a lender who has received your application for a mortgage loan, if the lender's disclosure states that your right to rescind terminates at the end of that 5 day period.

Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void.

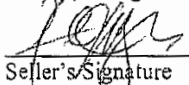
Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
- (ii) Occupancy, in the event of a lease with option to purchase.

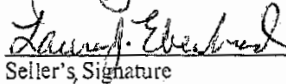
The information contained in the property condition disclosure statement is the representation of the seller and not the representation of the real estate broker or sales person, if any. A disclosure by the seller is not a substitute for an inspection by an independent professional home inspection company. You should consider obtaining such an inspection. The information contained in a disclosure statement by the seller is not a warranty by the seller as to the condition of the property of which condition the seller has no actual knowledge or other condition, including latent defects, of which the seller has no actual knowledge. The seller is not required to undertake or provide an independent investigation or inspection of the property in order to make the disclosures required by Section 10-702. The seller is not liable for an error, inaccuracy or omission in the disclosure statement if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the seller or was provided to the seller by a third party as specified in Section 10-702(i) or (j).

You may wish to obtain professional advice about the property or obtain an inspection of the property.

The undersigned buyer(s) and seller(s) acknowledge receipt of this notice on the date indicated below and acknowledge that the real estate licensee(s) named below have informed the buyer(s) and the seller(s) of the buyer(s)' rights and the seller(s)' obligations under Section 10-702.

 6/29/2026

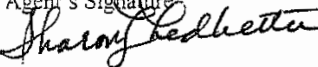
Seller's Signature Date

 06/29/2026

Seller's Signature Date

 06/29/2026

Agent's Signature Date

 6/29/2026

Agent's Signature Date

Buyer's Signature Date

Buyer's Signature Date

Agent's Signature Date

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Previous editions of this form should be destroyed.

Purchaser's Signature	Date
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Printed on: 6/30/2026 2:33:01 PM



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

ACCOUNT NUMBER:

02703076

PROPERTY:

OWNER NAME

HODGES RONALD H &

ADDRESS

8105 DRY RIDGE RD
MONTGOMERY VILLAGE , MD 20886-5619

TAX CLASS

42

REFUSE INFO

Refuse Area: R
Refuse Unit:

TAX INFORMATION:

TAX DESCRIPTION	LY26 PHASE-IN VALUE ₁	LY25 RATE ₂	ESTIMATED FY26 TAX/CHARGE
STATE PROPERTY TAX	697,500	0.1120	\$781.2
COUNTY PROPERTY TAX ₃	697,500	1.0392	\$7,248.42
SOLID WASTE CHARGE ₄		387.72000	\$387.72
WATER QUALITY PROTECT CHG (SF ₄			\$147
ESTIMATED TOTAL ₆			\$8,564.34

Purchaser' Signature

Date

Purchaser' Signature

Date

Purchaser's Signature

Date

Purchaser's Signature

Date

PLAT NO. 16453

COURSES OF FLOOD PLAIN

1-5	72°37'03" W	192.62'
2-5	171°04'00" W	68.47'
3-5	57°45'04" W	53.05'
4-5	37°57'47" W	66.95'
5-5	72°37'03" W	66.41'
6-5	57°45'04" W	66.41'
7-5	37°57'47" W	66.41'
8-5	72°37'03" W	66.41'
9-5	57°45'04" W	66.41'
10-5	37°57'47" W	66.41'
11-5	72°37'03" W	66.41'
12-5	57°45'04" W	66.41'
13-5	37°57'47" W	66.41'
14-5	72°37'03" W	66.41'

VICINITY MAP
SCALE: 1" = 2000'

OWNER'S DEDICATION

We, Kettler Brothers, Inc., a Maryland Corporation, owners of the property shown and described hereon, hereby adopt this plan of subdivision, establish the minimum front, side and rear yards as being the limits of initial construction by the developer or as subsequently approved by the Montgomery Village Foundation through its Board of Directors or its Architectural Control Committee, grant to Montgomery County, Maryland such easements as the County may deem appropriate in performing its municipal functions within the Private Street and Green Spaces shown hereon and grant to the Washington Suburban Sanitary Commission, their successors, agents and assigns easements within the private street shown hereon as Parcel 'P' and within the Green Spaces shown hereon as Parcel 'Q' for the construction, maintenance and operation of sanitary sewers, water mains and appurtenances, and specific easements for sewer use as shown.

Specific easements or contractual agreements for the construction, maintenance and operation of underground lines for Cable Television will be granted by the developer, its successors or assigns, to duly authorized franchise holders for such systems.

Specific easements to construct, maintain and operate utilities will be granted to the Potomac Electric Power Company, the Chesapeake and Potomac Telephone Company of Maryland, Inc. and the Washington Gas Light Company by the developer, its successors or assigns.

There are no suits, actions, leases, liens or trusts on the property included in this plan of subdivision, except two certain Deeds of Trust recorded in Liber 5416 of Folio 265, and in Liber 5416 of Folio 261, the trustees therein named having below indicated their assent.

Kettler Brothers, Inc.

Date: June 6, 1986

Attest: W. H. Hurley Jr. Secretary Edward A. DeBorja Vice President

We consent to this plan of subdivision:

Barbara D. Delaney Charles William Miller Trustee

Michael J. Delaney Edward J. Delaney Trustee

Michael M. Delaney James M. Delaney Trustee

Area Tabulation

Private Street Parcel (1) 17,751.9 or 17,005 AC.

Green Space Parcel (1) 30,650.4 or 2,076.0 AC.

Green Space Parcel (2) 322,928.6 or 1,019.0 AC.

Total Plat Area: 491,145.8 or 11,251 AC.

287649183076886014 0100473013WOMBSP

Health Department
Montgomery County, Maryland

Approved: March 25, 1987

* Donald A. Smith Secretary

Montgomery National Capital Park & Planning Commission
Montgomery County Planning Board

APPROVED: FEBRUARY 12, 1987

James L. Christle Chairman Thomas C. Kipp Secretary/Treasurer

MNCP&PC File NO. 567-98

Montgomery County, Maryland
Department of Transportation

Approved: 15 Mar, 1987

Donna J. Jones Director

ASHFORD

LOTS 46 THRU 66, 104 THRU 108 & PARCELS P & Q

EAST VILLAGE

MONTGOMERY VILLAGE

LAYTONVILLE (NO. 1) DISTRICT

MONTGOMERY COUNTY, MARYLAND

Scale: 1" = 100'

Recorded: _____

Plot Book: _____

Plot No.: _____

GREENHORNE & O'MARA INC.

ENGINEERS-ARCHITECTS-PLANNERS-SURVEYORS

12 Research Plaza
Rockville, Maryland 20850
301-948-0900

July, 1985

Sets: 6

Comp. Draft: R.J. JC

File No: 2205-M

8105 Dry Ridge Rd
Lot: 58



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.

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

Weichert Realtors

(Firm Name)

act as a Dual Agent for me as the



Seller in the sale of the property at: 8105 Dry Ridge Road, Montgomery Village, MD 20886

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

Ronald H. Hodges

06/29/2026

Signature

Date

Laura J. Eberhard

06/29/2026

Signature

Date

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

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

Property Address

Signature

Date

Signature

Date

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

Name(s) of Buyer(s)

Signature

Date

Signature

Date

Item	Vendor	Date	Amount
Basment finishing	Creations-N-Colors	Aug-03	\$20,000.00
Fench drain and sump pump	Basement Systems Inc.	June-05	\$3,840.00
New garage doors, front doors, and storm doors	Gaithersburg Garage Door		\$8,900.00
Modify french drain and add external drain to WW	Waterproofing Inc.	8/3/2020	\$3,700.00
Basement HVAC furnace	Hoffacker	1/19/2013	\$4,440.00
Gutter replacement	Advantage Green Solutions	9/24/2019	\$4,041.00
Velux skylights with solar blinds	Shanco	2/28/2021	\$875.00
Roof replacement	Shanco	2/28/2019	\$18,041.36
Capping over rack boards in garage	Shanco	9/30/2023	\$1,823.00
Basement HVAC AC	Hoffacker	4/12/2025	\$7,906.00
Water heater	Mallick	7/10/2025	\$3,761.27
Replace external fauce, shut off valve	Mallick	1/22/2026	\$962.28
PRC drainage pipe installations	Goshen Enterprises	10/1/2025	\$3,365.00
Upstairs HVAC replacement	Hoffacker	3/31/2026	13,703.00
Garden renovations	Goshen Enterprises	10/7/2025	\$1,785.00
Tree removal, grinding, and trimming	Goshen Enterprises	10/7/2025	\$2,530.00
New plants and mulching	Goshen Enterprises	10/7/2025	\$3,985.00
Back door stoop and step	Goshen Enterprises	10/7/2025	\$6,250.00
New walkway and brick front step repair	Goshen Enterprises	5/20/2026	\$12,720.00
New sodding along new walkway and back stoop	Goshen Enterprises	9/8/2026	\$1,215.00
Driveway repaving, repair, and sealing	J. Stanley Asphalt	9/9/2026	\$4,550.00
Remodeled kitchen	Chase Remodeling	9/8/2026	\$73,197.00
New carpeting	Chase Remodeling	9/6/2026	\$17,037.00
Remodeled primary bath	Chase Remodeling	9/8/2026	\$57,469.00
Remodeled hall bath 2nd floor	Chase Remodeling	9/8/2026	\$26,222.00
Refreshed powder room	Chase Remodeling	7/17/2026	\$2,347.00
Remodeled basement bath	Chase Remodeling	7/31/2026	\$18,962.00
Interior painting (including garage resin floor)	Chase Remodeling	8/17/2026	\$23,487.00
Exterior painting (including siding and trim)	Chase Remodeling	7/7/2026	\$7,245.00
Total			\$354,358.91

Purchaser's Signature _____ Date _____

Purchaser's Signature _____ Date _____

**BUILT ON EXPERIENCE.
DRIVEN BY PRECISION.**



OUR COMMITMENT TO YOU

WE STAND BEHIND EVERY SINGLE JOB.

At Chase Remodeling, our warranty isn't fine print — it's a promise. When we finish your project, our relationship doesn't end.

**5
YEARS**

FULL REMODELING PROJECTS

Kitchens, bathrooms, basements, additions, whole-home renovations, interior and exterior remodels, windows, doors, siding and roofing — all covered by our five-year written warranty on workmanship.

**1
YEAR**

CONCRETE & REPAIR WORK

All concrete installations — driveways, walkways, patios, garage pads, steps — and any repair-scope projects (partial siding replacement, partial paint, single-area fixes) are backed by a one-year warranty on workmanship.

MANUFACTURER COVERAGE

Many of the products we install — including windows, roofing materials, and select siding products — also carry manufacturer warranties that sometimes extend beyond our five-year coverage. These are separate from our workmanship warranty and provided directly by the product manufacturer.

1.

Call our office at the number below and tell us what's happening.

2.

We'll log it, review the original project, and confirm next steps.

3.

We'll schedule the service as soon as our calendar allows.

Warranty service is scheduled in the order it's received. We'll always work to get to you as quickly as possible, but warranty calls are not emergency response.

WWW.CHASEREMODELING.COM

Purchaser's Signature _____ Date _____

Purchaser's Signature _____ Date _____

Attachment A

Dated:

8105 Dry Ridge Road, Montgomery Village, MD 20866.

Finished Basement

When our offer for the house was accepted we had the seller stop the finishing the basement.

- We had the house inspected and a number of required mitigations were identified, but none had to do with the basement.
- Once we closed on the house, we had our contractor (Mark Littrell, proprietor of Creations-N-Colors, who had done all the work on our townhouse) come in and inspect the basement along with an electrician.
- Mark Littrell informed us that the seller had not used pressure-treated wood for the bottom wood segments and showed us how the framing was not correctly positioned. He also informed us that the electrical wiring was below code and needed to be replaced.
- We had him replace the bottom wood segments in the basement framing with pressure treated wood, redid the framing for all four walls of the basement and around the central HVAC space and stairs and redid the electrical wiring bringing it up to code. When the basement was completed .
- it looked as it does now.
- We assumed the previous seller had obtained the necessary permits and neither the inspector nor our contractor raised any concerns at the time. We researched this recently and discovered no permits had been obtained for this work by the previous seller.

Basement Window Wells

In the fall of 2003, hurricane Isabel hit Washington DC. We discovered then that the window wells in the basement leaked. Over the last 20 years we have taken the following actions to mitigate water intrusions through the window wells:

- 2006: contracted with Basement Systems who installed a French drain in the rear window well, combined with plastic enclosures ("sunrooms") in each window well, a new window in the rear window opening, and a new sump pump system with piping that emitted water into the center of the yard.
- 2019: replaced all gutters with 6" high capacity gutters specifically installed at angles to direct water flow away from the window wells.
- 2020: had the French drain in the rear window expanded and a new drain system from the side window well added which directed water well down into the front yard.
- 2025: had the ground around the house regraded; gutter outflow pipes extended with below-ground outflow pipes to direct water at least 10' away from the house; sump pump outflow

Purchaser' Signature Date

Purchaser' Signature Date

pipe merged into the pipe system in the right rear outflow pipe; had the small wood porch above the rear window removed and replaced with:

- 4-sided box frame for the new stoop and step using Unilock 6-inch wall block above a three-sided frame using standard concrete construction blocks.
- Custom cut piece of flat metal sheeting attached to the top of the frame around the well.
- Crushed stone and paver sand base installed inside of the stoop frame. This effectively closed off the rear window well entirely.

Despite the deluges we have had since, neither window well has shown any signs of dampness inside the window well enclosures.

Termites

In 2007 we discovered what turned out to be termites entering the house from the corner of the garage floor where it connected into the kitchen and door to the garage.

- Contacted American Pest, who thoroughly inspected the house for damage (and fortunately found none) and applied anti-termite treatments.
- American Pest under contract since to perform monthly service calls that include checking termite baits and traps. **No reappearance of termites since.**

Purchaser' Signature Date

Purchaser' Signature Date