



12435 Park Potomac Avenue, Suite 600, Potomac, MD 20854
301-803-4800

Community, Homesite:
In Process
AMALYN SFA, F003

Prepared for:

Daniel Lee Ensign

Abigail Lauren Ensign

Prepared by:

Tri Pointe Homes DC Metro, Inc., a Delaware corporation



Community: AMALYN SFA
 Phase #: AMALYN SFA
 Homesite: F003

12435 Park Potomac Avenue, Suite 600, Potomac, MD 20854
 301-803-4800

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION. YOU SHOULD CONSULT LEGAL COUNSEL WITH ANY QUESTIONS ABOUT ANY OF THE PROVISIONS OF THIS PURCHASE AGREEMENT.

Buyer's signature on this Purchase Agreement ("Purchase Agreement") and delivery of the Earnest Money Deposit to Seller constitutes an "Offer" to purchase the real property described in **Section 1.5**. The "**Purchase Agreement Date**" shall be the date on which Buyer signs this Purchase Agreement, or if Buyer consists of multiple parties, the last date on which any such party signs this Purchase Agreement. Seller's duly authorized signatory's signature on this Purchase Agreement and Seller's deposit into Seller's bank account or delivery of the Earnest Money Deposit to Closing Agent in good funds such that the Earnest Money Deposit "clears" and is available for immediate release constitutes "**Acceptance**" of the Offer. Upon Acceptance, Seller agrees to sell and Buyer agrees to purchase the Property on the terms and conditions set forth in this Purchase Agreement. Seller reserves the right to refuse Acceptance of the Offer for any reason whatsoever in Seller's sole discretion. Buyer acknowledges that Seller's New Home Advisors and other of Seller's Representatives are not authorized to accept the Offer, and that receipt of the Earnest Money Deposit by Seller's New Home Advisor shall not constitute an Acceptance of the Offer by Seller. If there is no Acceptance, any Earnest Money Deposit, including any portion of the Earnest Money Deposit that may have been deposited into Seller's bank account or delivered to Closing Agent, will be returned to Buyer. If there is no Acceptance because a check is returned for non-sufficient funds or the Earnest Money Deposit otherwise fails to "clear" for any reason, Seller may, in its sole discretion, cancel the transaction or seek replacement funds from Buyer. To the extent certain terms of this Purchase Agreement may be "checked" or otherwise indicated to apply, such provisions shall only apply and be a part of this Purchase Agreement if so "checked" or otherwise indicated to apply. Unless otherwise provided, all capitalized terms used in this Purchase Agreement shall have the meanings set forth herein.

1. BASIC TERMS.

1.1 Seller. "Seller" is Tri Pointe Homes DC Metro, Inc., a Delaware corporation

Seller's Mailing Address:	12435 Park Potomac Avenue, Suite 600, Potomac, MD 20854
Seller's Phone:	301-803-4800
Seller's Fax:	

1.2 Buyer. "Buyer" is the party, or collectively, the parties, listed below:

*Full Legal Name:	Daniel Lee Ensign
Present Address:	400 K Street NW, Apt 1123, Washington, District of Columbia 20001
Preferred Phone Number:	(502) 457-7011
Alternate Phone Number:	
E-mail:	daniel.ensign@gmail.com

*This Buyer is the designated recipient of all notices provided under this Purchase Agreement.

Full Legal Name:	Abigail Lauren Ensign
Present Address:	400 K Street NW, Apt 1123, Washington, District of Columbia 20001
Preferred Phone Number:	(301) 908-9588
Alternate Phone Number:	
E-mail:	abbylensign@gmail.com

Full Legal Name:	
Present Address:	
Preferred Phone Number:	
Alternate Phone Number:	
E-mail:	

Full Legal Name:	
Present Address:	
Preferred Phone Number:	
Alternate Phone Number:	
E-mail:	

1.3 Closing Agent. Buyer is not required to use any Seller-suggested or recommended closing agent. Buyer may select a closing agent/escrow company/settlement provider of Buyer's choice for the purposes of escrow/closing/settlement services under this Purchase Agreement. Buyer designates the following individual and/or company as the closing agent for the transaction contemplated by this Purchase Agreement ("**Closing Agent**") (**check one**):

- Seller's suggested Closing Agent
- A different Closing Agent chosen by Buyer

Contact Information: TRI Pointe Assurance-DC-Metro

Address:	12435 Park Potomac Avenue, Suite 600, Potomac, Maryland 20854
Representative:	Lauren Marshall(Maryland)
Phone:	(301) 732-8055
Email:	requests@tripointeassurance.com

If TRI Pointe Assurance, Inc. ("**TRI Pointe Assurance**") is named as Closing Agent immediately above, Buyer acknowledges that TRI Pointe Assurance is Seller's affiliated escrow company/closing agency (see the Affiliated Business Arrangement Disclosure previously provided by Seller to Buyer).

Any change by Buyer in the identity of the Closing Agent shall be subject to the terms and conditions of **Section 13.10**.

1.4 Title Company. Buyer is not required to use any Seller-suggested or recommended title company or title attorney. Buyer may select a title company or title attorney of Buyer's choice for the purposes of title services under this Purchase Agreement. Buyer designates the following individual and/or company for the transaction contemplated by this Purchase Agreement ("**Title Company**") (**check one**):

- Seller's suggested Title Company
- A different Title Company chosen by Buyer

Contact Information: TRI Pointe Assurance - DC-Metro

Address:	4800 N Scottsdale Rd., Ste. 2250, Scottsdale, Arizona 85251
Representative:	Central Processing (WHI)
Phone:	
Email:	requests@tripointeassurance.com

If TRI Pointe Assurance is named as Title Company immediately above, Buyer acknowledges that TRI Pointe Assurance is Seller's affiliated title company (see the Affiliated Business Arrangement Disclosure previously provided by Seller to Buyer).

Any change by Buyer in the identity of the Title Company shall be subject to the terms and conditions of **Section 13.10**.

1.5 Property. The real property that is the subject of this Purchase Agreement, including the new home located on the real property ("**Home**"), is as follows (such real property, including the Home, is referred to as the "**Property**"):

Street Address: 6942 Silver Linden Street			
City: Bethesda	County: Montgomery	State: MD	Postal Code: 20817
Legal Description: Lot 3 Block F Tract			
Homesite: F003			
Community: AMALYN SFA	("Community")		

1.6 Home. The Home includes the following:

Plan Name: Ainsley Rear Kitchen	Plan Id: 27AR	Elevation: 02	Swing: R
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The Home is a (**check one**):

- Single Family Home**
- Condominium.** All references to "Home" in this Purchase Agreement shall be deemed to refer to the condominium unit, and all references to "Property" shall be deemed to include the general and limited/exclusive common elements and other rights appurtenant to the Property.

1.7 Earnest Money Deposit: The "**Earnest Money Deposit**" shall be in the amount of \$50,000.00 and (**check one**):

- Earnest Money Deposit is due by or on the Purchase Agreement Date
- Earnest Money Deposit is due pursuant to the payment plan set forth below:

Payment No.	Payment Due Date	Payment Amount Due
1	Purchase Agreement Date	\$50,000.00
2		\$0.00

1.8 Purchase Price. The "Purchase Price" for the Property as of the Purchase Agreement Date comprises the following:

Base Purchase Price:	\$1,219,900.00
Homesite Premium:	\$0.00
Options Selected (as of the Purchase Agreement Date):	\$69,850.00
Less Discount:	\$0.00
*Purchase Price (as of the Purchase Agreement Date):	\$1,289,750.00

*The Purchase Price does not include Options ordered after the Purchase Agreement Date, Closing Costs, or any incentives for which Buyer may qualify, and remains subject to adjustment until Closing.

1.9 Estimated Closing Date. The estimated date upon which it is anticipated that the closing of the purchase of the Home will occur is July 31, 2024 ("**Estimated Closing Date**"). To the extent that the Home is not completed as of the Purchase Agreement Date, it is estimated that the Home should be completed on or before the Estimated Closing Date, however, Seller does not guarantee that the Home will be completed by the Estimated Closing Date. In addition, Seller does not guarantee that the closing of the purchase of the Home will occur by the Estimated Closing Date.

1.10 Owners Association(s). (check as applicable**)**:

- Upon Closing, Buyer shall become a member of the ("**Association**"), which membership shall be appurtenant to and shall pass with title to the Property.
- The Home is part of the larger master-planned community commonly known as Amalyn Bethesda HOA ("**Master Community**"). Upon Closing, Buyer shall become a member of the ("**Master Association**"), which membership shall be in addition to the membership in the Association, if any, indicated above.
- The Property will not be part of an owners association upon Closing.

2. CONTINGENCY. (check either Section 2.1 or 2.2**)**

2.1 No Contingency. The purchase of the Property by Buyer shall not be contingent upon the sale of Buyer's current residence. The failure by Buyer to disclose to Seller that the purchase of the Property is dependent

upon the sale of Buyer's current residence constitutes a default under the Purchase Agreement by Buyer unless subsequently waived by Seller through the execution of an amendment or some other written agreement executed by Seller and Buyer.

2.2 **Contingency.** The purchase of the Property by Buyer and the sale of the Property by Seller is contingent upon Buyer satisfying each of the following conditions set forth in this **Section 2.2** by the applicable deadlines set forth below ("**Existing Residence Contingency**"). Buyer currently owns a residence located at ("**Existing Residence**"). If the Existing Residence is already under contract but has not closed, as evidenced to Seller in writing by delivery of an executed sales contract and other documentation as may be applicable to such sale or as requested by Seller, which shall be delivered to Seller within 5 days after the Acceptance, **Sections 2.2.1** through **Section 2.2.4** shall not apply.

2.2.1 **Delivery of Listing Agreement.** Buyer shall have delivered to Seller within 5 days after the Purchase Agreement Date: (i) a copy of the current listing agreement for the Existing Residence (showing Buyer's and the agent/broker's signatures) with a qualified and licensed real estate agent/broker who is regularly doing business in the area where the Existing Residence is located ("**Listing Agreement**"), and (ii) a copy of the listing on the multiple listing service, evidencing that Buyer has listed the Existing Residence for sale with the multiple listing service in the area in which the Existing Residence is located.

2.2.2 **Approval of Listing Agreement.** Seller shall have approved, in Seller's sole reasonable discretion, the Listing Agreement, including, without limitation, the listing agent, form of listing, the term of the listing and the listed price of the Existing Residence. Seller shall have 5 days after Buyer delivers to Seller a signed copy of the Listing Agreement to approve or disapprove the Listing Agreement. To the extent that Seller does not disapprove or provide any comment to the Listing Agreement within such period, the Listing Agreement shall be deemed approved by Seller.

2.2.3 **Information Regarding Existing Residence.** Within 5 days after the Purchase Agreement Date, Buyer shall deliver to Seller documentation reflecting: (i) a current market analysis of sales of homes comparable to the Existing Residence that have closed within 90 days of the Purchase Agreement Date, and/or (ii) a current appraisal, performed by an appraiser reasonably acceptable to Seller, for the Existing Residence.

2.2.4 **Contract for Existing Residence.** Buyer shall have entered into a bona fide contract for the sale of the Existing Residence, and Buyer shall have provided Seller with a copy of such contract, on or before the earlier to occur of (i) , or (ii) 90 days after the Purchase Agreement Date ("**Existing Residence Contract Due Date**").

2.2.5 **Closing for Existing Residence.** The closing for the Existing Residence shall have occurred and Buyer shall have provided Seller with satisfactory evidence of the closing on or before ("**Existing Residence Closing Due Date**"). Buyer agrees to notify Seller within 3 days after the occurrence of any change to the purchase terms for the Existing Residence that could delay or prevent Buyer from closing the sale of the Existing Residence as agreed.

2.2.6 **Termination Notice.** If the conditions described in **Sections 2.2.4** and **2.2.5** will not be or have not been satisfied by the Existing Residence Contract Due Date or the Existing Residence Closing Due Date, respectively, Buyer may terminate this Purchase Agreement by providing written notice to Seller on or prior to each of the Existing Residence Contract Due Date and the Existing Residence Closing Due Date, as applicable, stating that the relevant condition has not been satisfied and that Buyer elects to terminate this Purchase Agreement ("**Existing Residence Termination Notice**"). If Buyer timely provides Seller with an Existing Residence Termination Notice and cooperates with Seller in completing any required additional documents, the Purchase Agreement shall be terminated and Seller shall cause the Earnest Money Deposit and any portion of the Options Deposits that are refundable (as detailed in the Options Addendum and Options Amendment, if any) to be refunded to Buyer. Buyer's failure to satisfy the conditions described in **Sections 2.2.4** and **2.2.5**, or deliver the Existing Residence Termination Notice on or prior to the Existing Residence Contract Due Date or the Existing Residence Due Date, as applicable, shall constitute a default under this Purchase Agreement by Buyer, and Seller shall have all Seller's remedies pursuant to this Purchase Agreement including, without limitation, the right to retain Buyer's Deposits.

2.2.7 **Seller's Right to Terminate.** Until all of the conditions that Buyer must satisfy, as set forth in this **Section 2.2**, have been completed by Buyer (subject to Seller's approval, where applicable), or waived by

Buyer (as provided below), Seller may continue to market the Property and Seller shall also have the right, at its sole election, to terminate this Purchase Agreement upon 72 hours' prior written notice to Buyer; provided, however, that if within such 72 hour period Buyer provides evidence satisfactory to Seller, in Seller's sole reasonable discretion, that Buyer has or will have sufficient funds to effect Closing, together with a written notice to Seller that Buyer waives the conditions to Buyer's performance of this Purchase Agreement set forth in this **Section 2.2** and elects to proceed with the purchase transaction, then Seller's notice to terminate this Purchase Agreement shall be terminated and this **Section 2.2** shall no longer have any force or effect.

2.3 Acknowledgement by Buyer. Buyer acknowledges that neither Seller nor any New Home Advisor, employees, representative, designee or agent of Seller (collectively, "**Seller's Representatives**") have made any representations regarding the ability of Buyer to sell the Existing Residence or the timing of Closing of the sale of the Property or the closing of the sale of the Existing Residence. Buyer authorizes the release to Seller or Seller's Representatives of all information pertaining to the closing and the sale of the Existing Residence from any lender involved in the transaction and from Buyer's listing agent and/or the agent Buyer is utilizing for the sale of the Existing Residence.

3. OCCUPANCY. Buyer represents and warrants that (**check one**):

Primary Residence. Buyer will occupy and use the Home as Buyer's primary residence for at least 12 months following Closing. Buyer acknowledges that Lender may be making the Loan to Buyer with the intention of selling the Loan to an institutional investor and that if Buyer is not occupying and using the Home as Buyer's primary residence following Closing that the institutional investor may refuse to buy the Loan and Seller will suffer considerable damage as a result. Seller is entering into this Purchase Agreement relying on Buyer's representation that Buyer will utilize the Home as his or her primary residence.

Secondary or Vacation Residence. Buyer will occupy and use the Home as Buyer's secondary or vacation residence for at least 12 months following Closing. Buyer acknowledges that Lender may be making the Loan to Buyer with the intention of selling the Loan to an institutional investor and that if Buyer is not occupying and using the Home as Buyer's secondary or vacation residence following Closing that the institutional investor may refuse to buy the Loan and Seller will suffer considerable damage as a result. Seller is entering into this Purchase Agreement relying on Buyer's representation that Buyer will utilize the Home as his or her secondary or vacation residence.

Other. Buyer does not intend to occupy the Home as his or her primary, secondary or vacation residence.

4. PURCHASE PRICE. The Purchase Price payable at Closing shall be the Purchase Price of the Property as of the Purchase Agreement Date plus the price of all options and upgrades ("**Options**") selected by Buyer for the Property after the Purchase Agreement Date, minus any incentives or credits for which Buyer may qualify. Buyer understands and acknowledges that adding Options to the Property will result in an increased Purchase Price and **may** result in an appraisal shortfall whereby the Purchase Price could exceed the appraised value (or Lender's other determination of value) of the Property. The Purchase Price for the Property payable at Closing will be shown on a Purchase Agreement Amendment, the closing disclosure, or other closing statement provided prior to Closing. Buyer agrees to: (i) pay the Purchase Price of the Property plus Closing Costs at Closing; and (ii) at least 1 business day before Closing, deposit with Closing Agent sufficient cash to pay that portion of the Purchase Price plus Closing Costs **not** covered by Buyer's Loan proceeds. For the avoidance of doubt, except as expressly set forth in **Section 6.8**, Buyer cannot terminate Buyer's obligations under this Purchase Agreement in the event that an appraisal of the Property is less than the Purchase Price.

5. DEPOSITS. Buyer shall deliver all Deposits as required by this Purchase Agreement, which, unless otherwise approved by Seller, must be paid by Buyer and not third parties. "**Deposits**" mean collectively, the Earnest Money Deposit(s), all deposits for Options ("**Options Deposits**") plus all other deposits paid by Buyer to Seller or Closing Agent in advance of Closing. All Deposits are applicable to the Purchase Price at Closing. All Deposits and other sums to be paid by Buyer prior to Closing must be paid in U.S. dollars by personal check, or by certified check, cashier's check or wire transfer or any other means acceptable to Seller and Closing Agent. If any Deposits are held by Seller, such Deposits may be used by Seller in its general operations and might not be deposited into a separate bank account or Closing Agent account. If a check is returned for non-sufficient funds or any Deposits otherwise fail to "clear" for any reason after Acceptance, Seller may, in its sole discretion, either deem this Purchase Agreement terminated, or seek replacement funds from Buyer. No interest shall be payable to Buyer on the Deposits.

Except as expressly provided otherwise in this Purchase Agreement or by applicable law, all Deposits are non-

refundable when paid. If certain charges are incurred by Seller on Buyer's behalf and paid from the Deposits, such charges shall be handled in the same manner as the Deposits.

Deposits shall be held by Seller in accordance with Section 10-301 et. seq. of the Real Property Article of the Annotated Code of Maryland ("**Maryland Real Property Code**"). Buyer acknowledges having received a fully completed New Home Disclosure Form regarding the Deposits pursuant to Section 10-306 of the Maryland Real Property Code. Furthermore, pursuant to Section 17-504 of the Business Occupations and Professions Article of the Annotated Code of Maryland, Buyer is put on notice that unless the owner and beneficial owner give written instructions to the contrary, a real estate broker may deposit trust money in : (i) a noninterest bearing checking account; (ii) a noninterest bearing savings account; or (iii) any combination of these accounts.

Buyer's Initials

Buyer's Initials

Buyer's Initials

Buyer's Initials

6. FINANCING PROVISIONS. (check either Section 6.1 or 6.2):

6.1 **All Cash – Financing Not Required:** Buyer will provide all cash to purchase the Property without obtaining a Loan. Within 5 days after the Purchase Agreement Date ("**Documentation Period**"), Buyer shall submit to Seller proof satisfactory to Seller that Buyer now has, or will have prior to Closing, cash sufficient to purchase the Property. It is Buyer's responsibility to ascertain what documentation Seller will require in this regard and Seller is not bound to agree to any extension of the Documentation Period. Not less than 1 business day prior to Closing, Buyer shall deposit the funds necessary to Purchase the Property with Closing Agent. Notwithstanding the foregoing, at any time after the Documentation Period and prior to Closing, Buyer shall, within 5 days of a request by Seller, provide to Seller proof satisfactory to Seller that Buyer has, as of such date, or will have prior to Closing, cash sufficient to purchase the Property.

6.2 **Financing Required:** Buyer will apply and qualify for and obtain financing in the approximate amount of \$900,000.00, with an interest rate that comports with applicable law ("Loan Terms"). Buyer shall use best efforts to qualify for and obtain institutional financing at the rates and terms available to Buyer.

6.2.1 Lender. The term "**Lender**" shall mean the lender of the Loan, provided that Buyer's Lender and the lending program under which Lender is to provide the Loan must be reasonably acceptable to Seller and Lender must be a bona fide lending entity making loans for the acquisition of new homes in its regular course of business with the demonstrated capacity to timely perform its lending services. Lender shall also include any lender substituted as the lender of the Loan in accordance with the provisions below. If this is an all cash transaction as indicated in **Section 6.1**, there shall be no Lender. The term "**Designated Lender**" is the lender selected through the services provided by Seller's affiliate mortgage company, TRI Pointe Connect, LLC ("**TRI Pointe Connect**") (see the Affiliated Business Arrangement Disclosure previously provided by Seller to Buyer), and the term "**Designated Lender Financing**" means financing provided by the Designated Lender. Buyer acknowledges that Buyer is under no obligation to use TRI Pointe Connect or to obtain financing from the Designated Lender, and Buyer may select any lending institution of Buyer's choice to finance the purchase of the Property, subject to the timing and other requirements of this Purchase Agreement. All financing other than Designated Lender Financing is referred to as the "**Outside Financing**," and the lender providing such Outside Financing is referred to as the "**Outside Lender**." If an Outside Lender is selected by Buyer, such lender shall possess the reputation, size, assets, operating history, experience with home lending practices and operations and other characteristics that make it able to provide the Outside Financing and perform all of the obligations and deliver any item required to be performed or delivered by Lender under this Purchase Agreement. Buyer has selected the Lender designated below, which is either the Designated Lender or the Outside Lender, as indicated:

Designated Lender

Outside Lender

Lender Information: Tri Pointe Connect - DC-Metro

12435 Potomac Park Avenue

Address: Suite 602 Potomac, Maryland, 20854, United States

Representative: Joni Katz

Phone: (703) 597-5050

Email: joni.katz@tripointeconnect.com

If Buyer has indicated that it will use an Outside Lender, but the identity of such Outside Lender is not designated above, Buyer agrees that it will notify Seller of the name and applicable contact information of the Outside Lender that Buyer has selected within 5 business days after the Purchase Agreement Date in accordance with the requirements set forth in **Section 6.2.5**. Buyer acknowledges that: (i) Seller may reject an Unsatisfactory Lender as the prospective Lender, (ii) Buyer may not use any Unsatisfactory Lender as Lender if so rejected by Seller, and (iii) Buyer may ask Seller if the specific lender proposed by Buyer is an Unsatisfactory Lender. Buyer must ensure that the Outside Lender can meet the time limitations and requirements imposed on Lender in this Purchase Agreement. For the purposes of this Agreement, "**Unsatisfactory Lender**" means any lender judged unsatisfactory by Seller based on Seller's unsatisfactory experience with such lender, or Seller's determination that such lender's reputation, size, assets, operating history, experience with home lending practices, operations or other factors associated with such lender is unacceptable, as determined by Seller in its sole good faith judgment.

6.2.2 Loan Prequalification. Within 3 days after the Purchase Agreement Date, Buyer shall deliver to Seller written evidence from Lender, or any other lender meeting the requirements set forth above for "Lender", that Buyer has been prequalified for a Loan in an amount sufficient to complete the purchase of the Property.

6.2.3 Loan Application. Within 5 days after the Purchase Agreement Date, Buyer shall submit a completed loan application and authorization to obtain credit information for a loan compliant with the Loan Terms to be secured by deed(s) of trust on the Property ("**Loan**") in favor of Lender and, within that same 5 day period, Buyer shall deliver to Seller written evidence of the same. Buyer shall cooperate with Lender and shall fully and timely comply with all requirements of Lender that Buyer is capable of performing and that are reasonably necessary to obtain the Loan, including, without limitation, providing all information and documentation within the times specified by Lender, or if no time is specified, within 2 days.

6.2.4 Loan Approval. Buyer shall use best efforts to obtain and deliver to Seller as soon as possible, but no later than 21 days after the Purchase Agreement Date ("**Loan Approval Due Date**"), Lender's final underwriting loan approval in a form acceptable to Seller for funds sufficient to purchase the Property, subject to no conditions other than Lender's approval of the value of the Property through an appraisal ("**Loan Approval**"). To the extent that Lender's final underwriting loan approval contains any contingencies other than Lender's approval of the value of the Property through an appraisal, Seller may, in Seller's sole discretion, accept such underwriting loan approval as the Loan Approval and such underwriting loan approval shall be deemed the Loan Approval under this Purchase Agreement. Notwithstanding the foregoing, any conditions set forth in the Loan Approval or otherwise imposed by Lender, including, without limitation, Lender's approval of the value of the Property through an appraisal, or the sale of Buyer's current residence or other property, are not conditions for Buyer's performance under this Purchase Agreement unless expressly set forth in this Purchase Agreement or an addendum to this Purchase Agreement. IF BUYER ELECTS TO APPLY FOR MORTGAGE FINANCING CONTINGENT ON THE SALE OF BUYER'S CURRENT RESIDENCE OR OTHER PROPERTY, OR CONTINGENT UPON THE SATISFACTION OF ANY OTHER CONDITION, BUYER DOES SO AT BUYER'S RISK. Upon delivering such Loan Approval, Buyer's purchase of the Property shall no longer be contingent upon Buyer obtaining a Loan (including, without limitation, obtaining Lender's approval of the value of the Property), and Buyer shall be required to purchase the Property from Seller as provided in this Purchase Agreement. Subject to **Section 10.7**, Seller may elect to delay construction of the Home for any reason, including, without limitation, until Buyer has delivered the Loan Approval to Seller.

6.2.5 Outside Lender Notice. If Buyer has elected to use an Outside Lender in **Section 6.2.1**, within 5 business days after the Purchase Agreement Date, Buyer shall deliver to Seller a fully executed Outside Lender Notice in the form required by Seller. In the event there is any change to the Outside Lender subsequent to Buyer's initial selection of an Outside Lender, or in the event Buyer changes from a Designated Lender to an Outside Lender, in addition to entering into any other amendment to this Agreement that Seller may require, Buyer shall deliver to Seller a fully executed Outside Lender Notice in the form required by Seller within 2 business days of such change.

6.2.6 Buyer's Failure to Obtain Loan Approval. Buyer agrees to use best efforts to qualify for and obtain financing for the purchase of the Property, and Buyer will comply with the time limits imposed by Seller or Lender for obtaining financing and will not take any action that will prevent or delay obtaining Loan Approval. Buyer understands and agrees that the obligations in this **Section 6**, including without limitation any obligation to obtain the Loan, are solely the obligations of Buyer, even if the Designated Lender is the Lender. If Buyer fails to obtain Loan Approval by the Loan Approval Due Date, then Buyer may terminate this Purchase

Agreement and will be entitled to a refund of Deposits if: (i) Buyer provides written notice of termination of this Purchase Agreement to Seller by the earlier to occur of (a) within 3 days of the receipt of notice of Buyer's failure to qualify or denial of financing from Lender, and (b) the Loan Approval Due Date, and (ii) Buyer is not otherwise in default under this Purchase Agreement. Buyer's failure to deliver notice of its election to terminate this Purchase Agreement within the time period set forth above shall be deemed to be a waiver of Buyer's right to terminate this Purchase Agreement as a result of Buyer's failure to obtain financing and Buyer shall be required to purchase the Property from Seller subject to the right of Seller to terminate this Purchase Agreement under **Section 6.3**, even if Buyer is subsequently unable to obtain final loan approval or satisfy any conditions necessary to fund the loan to purchase the Property.

6.3 Seller's Election to Terminate as a Result of Buyer's Failure to Obtain Loan Approval. If Buyer fails to obtain Loan Approval by the Loan Approval Due Date, and Buyer does not elect to terminate this Purchase Agreement as provided in **Section 6.2.6**, Buyer shall continue to seek Loan Approval. If Buyer fails to provide evidence of Loan Approval to Seller by the Loan Approval Due Date, Seller may elect, at any time thereafter to either: (i) terminate this Purchase Agreement without further notice to Buyer, or (ii) provide written notice to Buyer to provide evidence of Loan Approval to Seller and, in such case, if Buyer fails to provide such evidence of Loan Approval to Seller within the time specified in the request by Seller, Seller shall have the right to terminate this Purchase Agreement by providing written notice of such to Buyer.

In the event of a termination under **Sections 6.3(i) or (ii)**, Buyer shall be in default under this Purchase Agreement and Seller may retain the Deposits as liquidated damages under **Section 11.4**.

6.3.1 Buyer Acknowledgment. Buyer acknowledges that if Buyer does not obtain Loan Approval by the Loan Approval Due Date, that Buyer may terminate this Purchase Agreement during the time period set forth in **Section 6.2.6** and obtain a refund of the Deposits. If Buyer does not elect to terminate this Purchase Agreement within the time period set forth in **Section 6.2.6**, then Buyer is assuming the risk that Buyer will not be able to obtain financing and that Buyer will be in default under this Purchase Agreement if Buyer fails to effect Closing as a result of the inability to obtain Loan Approval and the financing necessary to purchase the Property. In the event of such default under this Purchase Agreement, Seller may retain the Deposits as liquidated damages as provided under **Section 11.4**.

6.3.2 Appraised Value Shortfall. If for any reason Lender determines that the appraised value of the Property is too low for Lender to fund the Loan in the amount sought by Buyer, Buyer will timely: (i) deposit into Closing Agent's account the additional cash toward the Purchase Price necessary to effect Closing, (ii) provide written notice to Seller and Closing Agent that the appraised value of the Property is too low for Lender to fund the Loan in the amount sought by Buyer, and (iii) otherwise cooperate in documenting and effectuating Closing by depositing additional cash to make up for any shortfall in the aforementioned appraisal. In no event shall any appraisal issue affect Buyer's obligation to effectuate Closing as provided in this Purchase Agreement. Notwithstanding the foregoing, this **Section 6.3.2** shall not apply to the extent that: (a) Buyer is purchasing the Property using a loan guaranteed by the VA or insured by the FHA, and (b) Buyer elects to terminate this Purchase Agreement under **Section 6.8.5**.

6.4 Authorizations Given by Buyer; Re-verification; Notification to Seller. Buyer, by execution of this Purchase Agreement, authorizes Seller, without further notice to Buyer, to (i) investigate Buyer's credit, including, without limitation, obtaining a credit report, (ii) disclose to TRI Pointe Connect, the prospective lender(s) or Lender(s) and Closing Agent information about Buyer, and (iii) obtain, and authorizes TRI Pointe Connect and any prospective lender(s) or Lender(s) to provide, information about Buyer and the status of the Loan that Buyer has applied for from TRI Pointe Connect and/or the prospective lender(s) or Lender(s), including, without limitation, copies of all applications and other documents. Buyer agrees to cooperate with Seller in obtaining information about the Loan from TRI Pointe Connect and the prospective lender(s) or Lender(s), including, without limitation: (a) the status of any Loan application, (b) the status of any expiration date of any lock-in rate, termination or other status of any Loan Approval, (c) the termination or other status of any written agreement between Buyer and prospective lender(s) or Lender(s) pursuant to which the prospective lender(s) or Lender(s) will provide the Loan to Buyer subject to no conditions other than Lender's approval of the value of the Property through an appraisal ("Commitment"), (d) whether Buyer no longer qualifies for the Loan, and (e) whether any Loan application has been made for an owner-occupied residence. Such personal financial or other information will be treated in accordance with all federal, state and lender regulations regarding same. Upon the request of Seller, Buyer shall provide to Seller written re-verification of its financing approvals or sufficiency of cash. Within 3 days after Buyer's receipt, Buyer shall provide Seller a copy of any correspondence from Lender regarding: (x) Buyer's approval, failure to qualify for, or denial of, a Loan, and (y) any change in the approval conditions of the Loan. Buyer shall notify Seller of any reason that negatively impacts Buyer's

ability to obtain financing, obtain funding under the Loan, or otherwise perform under this Purchase Agreement, within 3 days of Buyer becoming aware of such reason.

6.5 Loan Modification. Buyer shall not change the Lender, the amount of the Loan or the program regarding the Loan after receiving the original final Loan Approval referenced in **Section 6.2** unless Buyer obtains Seller's written consent to such change of Lender, as referenced in **Section 6.6**, and Buyer submits to Seller: (i) no later than 60 days prior to the earlier of (a) the Estimated Closing Date or (b) the Closing Date, a revised Outside Lender Notice on such form as prescribed by Seller, identifying the proposed new Outside Lender, completed, signed and initialed by Buyer, and (ii) no later than 45 days prior to the earlier of (a) the Estimated Closing Date or (b) the Closing Date, a Commitment from the new Lender to make the Loan to Buyer. Notwithstanding the foregoing, Buyer acknowledges that a change in Lender may impact Buyer's ability to timely effect the Closing by the closing date set forth in the Closing Date Notice, and that Seller shall have no obligation to delay the Closing for any delay caused by Buyer, including without limitation due to the change of Lender, and such failure by Buyer to timely effect the Closing will constitute a default by Buyer under this Purchase Agreement.

6.6 Buyer's Failure to Perform. In addition to any other event of Buyer's default that may occur under this Purchase Agreement, Buyer shall be deemed to be in default under this Purchase Agreement in the event that: (i) Buyer fails to timely perform any of the obligations of Buyer set forth in this **Section 6**, (ii) Buyer makes any material false representation or provides any material false information or omits any material information in support of any application for the Loan or for prequalification for the Loan (such as representing that the Home will be owner occupied, when, from the circumstances, it appears to Seller in its sole judgment that Buyer does not intend to occupy the Home), (iii) Buyer's application for the Loan is rejected or disapproved as a result of Buyer's failure to cooperate with Lender, or (iv) after receiving the original final Loan Approval referenced in **Section 6.2**, and without Seller's written consent, Buyer: (a) files an application to obtain the Loan from a lender other than Lender that has already provided Loan Approval or shall otherwise manifest an intention to change Lenders, or (b) attempts to renegotiate any term, feature or standard of the Loan adjudged by Seller in its sole judgment to be significant, including, without limitation, Loan amount, loan to value ratio of the Loan to the Purchase Price of the Property, interest rate, amortization period or term of security.

Notwithstanding the foregoing, if, prior to Closing, Buyer notifies Seller of or otherwise unequivocally demonstrates an intention to repudiate this Purchase Agreement or breach any of Buyer's obligations, Seller may, at its option, consider such anticipatory repudiation a default under this Purchase Agreement. In addition to all other remedies available to Seller under this Purchase Agreement, Seller may terminate this Purchase Agreement as a result of such default.

SELLER MAKES NO GUARANTY OR REPRESENTATION THAT ANY LOAN(S) REFERRED TO IN THIS PURCHASE AGREEMENT WILL BE AVAILABLE OR AS TO THE AMOUNT OR THE INTEREST RATE OF SAID LOAN(S), AND SELLER HAS NO OBLIGATION TO PROVIDE BUYER WITH ANY LOAN.

Buyer and Seller acknowledge that, notwithstanding any reference to financing (or to any particular Loan or Lender or prospective lender) in this Purchase Agreement, Buyer is entitled, without penalty, to obtain the Loan and any other such financing, if any, from any institution or source, other than an Unsatisfactory Lender rejected by Seller, and under such terms and conditions as Buyer may obtain, provided that Seller shall not incur or be obligated to pay any expense in connection with Buyer's obtaining such Loan or other financing.

6.7 Lender Materials and Terms. Seller has not reviewed or approved any of Lender's materials and does not make any representations or warranties whatsoever regarding them or Buyer's ability to obtain financing under any particular terms, or at all. Buyer is strongly encouraged to make Buyer's own independent evaluation of the lenders and the rates and loan programs offered by all prospective lenders. Buyer acknowledges that any terms associated with any proposed financing, including, without limitation, interest rates, fee estimates, payment estimates or quotations that may have been provided to Buyer are for illustrative purposes only and may not represent actual rates, fees or payments. Buyer understands that the interest rate and loan fees for the loan applied for will be determined at the time of Closing and may be higher or lower than on the date Buyer signs this Purchase Agreement. Buyer also acknowledges that the interest rate and loan fees referenced on the loan application are approximate only and do not constitute a binding commitment. Seller is not responsible for the failure of Closing to occur prior to the expiration of any mortgage interest rate lock agreements between Buyer and Lender or for any fees or other expenses that Buyer may incur that are associated with any delay of Closing. Seller will have no liability for any claims of any kind that Buyer may have against any lender, title company or closing agent, including TRI Pointe Connect, the Designated Lender, TRI Pointe Assurance, Title Company and Closing Agent. Seller will not be liable under any circumstances for any lender's or mortgage broker's (including the Designated Lender's and/or TRI Pointe Connect's) granting or refusal to grant or fund a mortgage commitment, or for any change in loan interest rates or loan related fees or terms.

6.8 FHA/VA Financing Provisions. Notwithstanding anything to the contrary set forth in this Purchase Agreement and any other related addenda and amendment, if and only if, Buyer is purchasing the Property using a Loan guaranteed by U.S. Department of Veterans Affairs ("VA") or insured by the Federal Housing Administration ("FHA"), then the following provisions in this Section 6.8 shall control, as applicable.

6.8.1 Contingency. Buyer's obligation to purchase and Seller's obligation to sell the Property are contingent upon the Loan receiving VA or FHA approval, as the case may be.

6.8.2 Buyer's Representations and Warranties. Buyer represents and warrants that: (i) Buyer intends to occupy the Home as Buyer's primary residence, and (ii) the Loan to be obtained by Buyer shall be evidenced by a promissory note secured by a deed of trust that shall be a first lien on the Property.

6.8.3 Closing Costs for FHA/VA Loan. To the extent permitted by FHA or VA (as applicable), Buyer shall pay all Closing Costs required to be paid by Buyer pursuant to this Purchase Agreement. Seller shall pay all other Closing Costs, provided that such Closing Costs are reasonable, in each case subject to any incentives that may be applicable, as agreed upon between Buyer and Seller.

6.8.4 Appraisals for FHA/VA Loan. Notwithstanding any other provisions of this Purchase Agreement, Buyer shall not be obligated to complete the purchase of the Property or to incur any penalty by forfeiture of Deposits or otherwise, unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender (as applicable) setting forth the appraised value of the Property of not less than the Purchase Price. Buyer shall have the privilege and option of proceeding with the purchase without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development ("HUD") or Department of Veterans Affairs (as applicable) will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable. Notwithstanding any other provisions of this Purchase Agreement, Seller reserves the right to limit, modify or condition Options offered or available to Buyer.

6.8.5 FHA/VA Termination. If the appraised valuation of the Property is less than the Purchase Price, Buyer shall have 10 days after receipt of the written statement setting forth the appraised value in which to elect either to terminate this Purchase Agreement or to complete the purchase of the Property. Seller shall have no obligation to reduce the Purchase Price based upon any appraisal. Buyer shall notify Seller and Closing Agent in writing of Buyer's election within that 10-day period. If Buyer elects to terminate this Purchase Agreement pursuant to this paragraph or if Buyer does not elect within the 10-day period to complete its purchase of the Property, or if Buyer fails to respond within the 10-day period, Seller (or Closing Agent, if Closing Agent is holding any Deposits) shall cause the Deposits to be refunded to Buyer after expiration of the 10-day period. Upon return of the Deposits to Buyer, Seller shall not have any further obligations to Buyer under this Purchase Agreement, unless Seller is then in default. In the event Buyer elects to complete the purchase of the Property for a price in excess of the appraised value, then Buyer will be obligated to pay the difference between the Purchase Price and such appraised value through means other than a loan guaranteed by the VA or insured by the FHA. In the event of any conflict between the terms of this **Section 6.8.5** and any other term of this Purchase Agreement, the terms of this **Section 6.8.5** shall control.

6.8.6 Title. Title to the Property shall not be conveyed subject to any special improvement bonds or assessment bonds known or of record unless approved by Lender. Should Lender not approve such special assessments or special taxes, then either Buyer or Seller may terminate the Purchase Agreement by giving written notice to the other party, and such termination shall entitle Buyer to a full refund of all Deposits paid to Seller. If no such termination occurs, Seller shall convey the Property subject to all bonds and assessments of record.

6.8.7 VA Pre-Sale Requirement. Buyer understands that if the Property is a condominium, VA requires that a certain percentage of the units within the phase in which the Property is located have closed sales to buyers other than Seller or are in a position to close sales to buyers other than Seller concurrently with Closing for the Property. That percentage may be as high as 70%.

6.8.8 FHA Pre-Sale and Owner Occupancy Requirement. Buyer understands that if the Property is a condominium, FHA requires that a certain percentage of units in the Community have closed sales to buyers

other than Seller and that a certain percentage of units be owner-occupied or sold to persons who intend to occupy the units before the Loan can fund and Closing occur. The required percentages may vary, and Buyer should consult its Lender to determine what percentages will apply to the Loan.

7. CONSTRUCTION.

7.1 Standard Home. Subject to Seller's right to change or omit improvements as provided in this Purchase Agreement, and subject to Seller's obligation to change or omit improvements as required by governmental authorities, all streets, curbs, sidewalks, street lights, street signs, parkway, trees and similar on-site and off-site improvements included in the plans and specifications on file with Seller will be installed and paid for by Seller or a third party. However, if Seller, for reasons beyond its control, is unable to install the same prior to Closing, Buyer agrees that Closing shall nevertheless occur, provided that the Home is completed and ready for occupancy. In addition, the final location of street lights, guardrails, telephone, cable television and electrical facilities, utility pedestals and transformers and other improvements may be installed by or under the direction of third parties and may not be within Seller's control. Seller makes no representation regarding the final location of any such improvements. SELLER IS NOT BUILDING THE HOME TO THE PRECISE SPECIFICATIONS OR DESIGNS OF ANY MODEL HOME OR TO THE SPECIFICATIONS OF BUYER. ANY MODEL HOME IS DISPLAYED FOR ILLUSTRATIVE PURPOSES ONLY AND SUCH DISPLAY SHALL NOT CONSTITUTE AN AGREEMENT OR COMMITMENT ON THE PART OF SELLER TO DELIVER THE SUBJECT HOME IN CONFORMITY WITH ANY SUCH MODEL HOME. THERE IS NO STANDARD LOT OR LOT SIZE AND THE LOT ON WHICH THE HOME IS LOCATED MAY DIFFER IN SIZE, SHAPE, LOCATION AND TYPE OF WALLS, SLOPES, ENCUMBRANCES, UTILITY PLACEMENT AND OTHER CHARACTERISTICS FROM THE LOT ON WHICH ANY MODEL HOME IS LOCATED AND ALL OTHER LOTS IN THE COMMUNITY. CONSULTATION WITH BUYER WITH RESPECT TO THE SPECIFICATIONS OF THE HOME TO BE BUILT SHALL NOT, IN ANY CASE, BE DEEMED A WAIVER OF SELLER'S RIGHTS TO MAKE CHANGES. THE HOME (AND COMMON AREA, IF APPLICABLE) IS BUILT ACCORDING TO CERTAIN PLANS AND SPECIFICATIONS ON FILE WITH SELLER. SELLER RESERVES THE RIGHT TO MAKE ANY CHANGES OR SUBSTITUTIONS AS SELLER DEEMS NECESSARY OR DESIRABLE IN THE PLANS AND SPECIFICATIONS, CONSTRUCTION, MATERIAL, FIXTURES AND OTHER INTEGRALS, WHICH ARE OF SUBSTANTIALLY EQUAL OR GREATER UTILITY AND QUALITY. SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE DEGREE OF SIMILARITY OR VARIANCE BETWEEN THE PLANS AND SPECIFICATIONS OF THE HOME AND THE PLANS AND SPECIFICATIONS OF ANY OTHER HOME WITHIN THE COMMUNITY, OR AMONG THE PLANS AND SPECIFICATIONS OF THE VARIOUS PHASES OF THE COMMUNITY (IF APPLICABLE). BUYER ACKNOWLEDGES THAT SELLER MAY IMPLEMENT FEATURE CHANGES AFTER THE DATE OF THIS PURCHASE AGREEMENT THAT ARE NOT INCLUDED IN THE HOME. None of the items or furnishings shown in any model home is included in this Purchase Agreement unless Seller specifically agrees in writing to deliver the items or furnishings as Options included in the Purchase Price.

7.2 Insulation. Where construction allows, insulation will be installed in the Home as follows:

Area Insulated	Type of Insulation	Thickness of Insulation	Manufacturer R-Value of Insulation
Exterior Walls of Living area (excluding garage):	Fiberglass Batts	2x6 Framed Walls- 6"; 2x4 Framed Walls-3 1/2"; Basement Concrete Walls - 3"	2x6 Frames Walls-R19; 2x4 Framed Walls-R13; Basement Concrete Walls-R10
Common Walls (if applicable):	Fiberglass Batts	3 1/2"	R13
Interior Walls (optional):	N/A	N/A	N/A
Attic/Roof:	Blown Fiberglass or Cellulose Equivalent	8 1/2"	R38

Notwithstanding the foregoing, insulation thickness and R-value in certain areas of the Home may vary due to design constraints. Examples of locations where thickness and R-value may vary include locations where studs are placed in the walls, at corners and windows and where the roof attaches to outside walls. R-values are based on the

specifications of the manufacturer and/or installer of the insulation and Seller does not warrant or represent the accuracy of the manufacturer's or installer's calculation of these R-values. Seller has the right to make substitutions as to the type, thickness and R-value of insulation installed in the Home as long as there are no substantial changes in the R-value of the insulation installed in a substantial portion of the Home.

7.3 Alteration of Property Prior to Closing. Until Closing, the Property and all improvements located thereon are Seller's property. Until Closing, Buyer has no right or interest in the Property except the right and obligation to purchase the Property in accordance with this Purchase Agreement. Buyer shall not be entitled to possess, occupy, or enter upon the Property prior to the date on which the Deed is recorded. Unless otherwise agreed in a writing signed by Seller, Buyer is aware that Buyer may not begin construction activity, place personal property on the Property or in the Home, or cause any improvements, such as flooring or window coverings, to be installed in the Home, prior to Closing. For liability and insurance reasons, Seller cannot allow any third party or personal work to be done prior to Closing. It is important that Buyer does no work whatsoever on the Property or within the Home until Closing. Unauthorized work done to the Property prior to Closing may be removed when discovered and may void the warranty provided by Seller.

7.4 Timeframe for Construction of the Home. Construction of the Home will begin and progress according to Seller's construction schedule, as determined by Seller in its sole discretion, subject to the provisions of Section 10.7.

7.5 Options. Seller may, but has no obligation to, offer Buyer Options, as detailed in the Options Addendum attached to this Purchase Agreement. Seller reserves the right to limit, modify or condition Options offered with respect to the Home. Options are financed in the Loan, if any, and regardless of whether the cost for such Options is paid in full prior to Closing, the cost for such Options shall be included as part of the Purchase Price. No Options may be paid for outside the Property purchase transaction and all Options shall be reflected in the closing statement.

7.6 Destruction Prior to Closing. If the Home is destroyed or materially damaged, other than by Buyer's act or omission, prior to Closing, then Seller shall have the option to: (i) rebuild the Home and effect Closing, or (ii) terminate this Purchase Agreement and the Deposits shall be returned to Buyer.

7.7 Completion of Home and Possession. Buyer is purchasing a completed Home, and Seller is not acting as a contractor for Buyer in the construction of said improvements. Buyer acquires no right, title, or interest in or to the Property except the right and obligation to purchase the Home upon its completion. Buyer shall not be entitled to possession of the Property until after Closing. The Home shall be deemed completed when the appropriate departments of the city or county in which the Property is located have issued a certificate of occupancy or equivalent approvals indicating that construction of the Home has been completed.

8. WARRANTY, DOCUMENTS AND MAINTENANCE REQUIREMENTS.

8.1 Limited Warranty. The Home is offered with an express limited warranty, or warranties, (collectively, "Limited Warranty") as set forth on the Receipt for Documents, effective at Closing, which is incorporated into this Purchase Agreement by reference. A sample copy of the Limited Warranty shall be provided to Buyer by Seller upon Buyer's request. The actual Limited Warranty for the Home is issued after Closing and may include state-specific amendments or other changes not included in the sample provided to Buyer. Buyer's execution of the Limited Warranty is an express condition to Closing for Seller's benefit. The issued Limited Warranty contains the complete terms and conditions (including exclusions) of the Limited Warranty. If Buyer elects to make a claim under the Limited Warranty, Buyer shall be bound by the procedures set forth in the Limited Warranty, including the requirement to resolve disputes under the Limited Warranty by binding arbitration.

8.1.1 DISCLAIMER OF WARRANTIES. SELLER EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THE LIMITED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROPERTY AND THE COMMUNITY. BUYER ACKNOWLEDGES THAT THE LIMITED WARRANTY SUFFICIENTLY SETS FORTH THE MANNER, PERFORMANCE, AND QUALITY OF THE CONSTRUCTION AND, OTHER THAN THE LIMITED WARRANTY, SELLER IS MAKING NO OTHER REPRESENTATIONS, PROMISES, OR WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY OR THE COMMUNITY. THE FOREGOING

WAIVER BY BUYER OF THE REFERENCED REPRESENTATIONS, PROMISES AND WARRANTIES IS A SPECIFICALLY BARGAINED FOR ELEMENT OF THE TRANSACTION SET FORTH IN THIS PURCHASE AGREEMENT AND IS MADE IN EXCHANGE FOR THE PROVISION BY SELLER OF THE LIMITED WARRANTY. BUYER IS NOT WAIVING ANY WARRANTY APPLICABLE TO MATERIALS OR CONSUMER PRODUCTS IN THE HOME THAT MAY BE PROVIDED DIRECTLY BY A MANUFACTURER.

Buyer's Initials

Buyer's Initials

Buyer's Initials

Buyer's Initials

8.1.2 CONSUMER PRODUCTS; CONSUMER GOODS. THE LIMITED WARRANTY DOES NOT COVER ANY APPLIANCE, EQUIPMENT, OR OTHER ITEMS WHICH ARE "CONSUMER PRODUCTS" FOR PURPOSES OF THE MAGNUSON-MOSS WARRANTY ACT, 15 U.S.C. 2301, ET SEQ. THE ONLY WARRANTIES OF SUCH CONSUMER PRODUCTS OR GOODS ARE THOSE WHICH THE MANUFACTURER PROVIDES TO BUYER OR AS MAY BE ASSIGNED FROM SELLER TO BUYER. TO THE EXTENT SELLER HAS BEEN ISSUED A WARRANTY FOR A CONSUMER PRODUCT IN THE HOME FROM A MANUFACTURER, SELLER ASSIGNS, AS OF CLOSING, SUCH WARRANTY TO BUYER TO THE EXTENT SUCH WARRANTY IS ASSIGNABLE WITHOUT LIABILITY OR RE COURSE TO SELLER. INFORMATION AS TO SUCH MANUFACTURER'S WARRANTIES WILL BE PROVIDED TO BUYER. SELLER DOES NOT ASSUME ANY OBLIGATION TO SERVICE OR REPAIR ANY SUCH CONSUMER PRODUCTS OR GOODS. THEY ARE INCLUDED ON AN "AS IS" BASIS WITH BUYER ASSUMING THE ENTIRE COST OF ALL NECESSARY SERVICE, REPAIR, OR REPLACEMENT IN THE EVENT OF DEFECT IN QUALITY OR PERFORMANCE AND BUYER ACKNOWLEDGES AND AGREES THAT SUCH CONSUMER PRODUCTS OR GOODS MAY NOT BE PROVIDED WITH A MANUFACTURER'S OR OTHER WARRANTY.

Buyer's Initials

Buyer's Initials

Buyer's Initials

Buyer's Initials

8.2 Subrogation. If Buyer receives any payments or repairs under an insurance policy or from any other party relating to the Property, then to the greatest extent allowed by applicable law, Buyer waives for itself and on behalf of anyone acquiring rights through Buyer, including, without limitation, any insurance company or other party, all subrogation and other claims against Seller for such payments or repairs received by Buyer.

8.3 Buyer Maintenance Obligations. The homeowner's maintenance manual referenced on the Receipt for Documents ("Homeowner's Manual") and Limited Warranty contains certain operating instructions and maintenance requirements and schedules for certain components of the Home and Property and shall be provided to Buyer at or prior to Closing. Buyer shall comply with all operating instructions, maintenance requirements, schedules and recommendations for the Property and the Home, including, without limitation, all requirements and guidelines provided in the Homeowner's Manual, along with any manufacturer information provided to Buyer and prudent maintenance and inspection actions associated with the Property and Home (collectively, "**Maintenance Recommendations**"). Buyer must review and comply with any and all manufacturers' recommendations for manufactured products whether or not Seller provides Buyer with the manufacturer's maintenance requirements. Failure to properly maintain improvements in the Home or Property may cause premature deterioration of important features, finishes or equipment. Seller is not responsible for failure of equipment or other improvements caused by Buyer's failure to properly maintain such improvements. Any failure of Buyer to properly maintain the Property or Home, including, without limitation, in accordance with the Homeowner's Manual and the Maintenance Recommendations may result in Buyer being denied coverage under the Limited Warranty or other warranty.

8.4 Buyer Orientation and other Requirements. Buyer agrees to submit, perform and do all things necessary or required by Seller and/or Lender for the consummation of the transaction set forth in this Purchase Agreement including, without limitation, selecting any Options (if applicable), signing closing documents and any other documents as may be necessary or appropriate to carry out and effect Closing for this transaction, depositing funds to effect Closing, and performing the orientation tour of the Property ("**New Home Orientation**"), all within the time(s) specified by Seller by written notice to Buyer or as specified in this Purchase Agreement. If Buyer fails to attend the New Home Orientation, Seller may complete its own inspection of the Property and proceed to Closing. If Buyer fails to

attend the New Home Orientation, Buyer's later claims of reasonably observable deficiencies may be rejected by Seller as having occurred after Closing and therefore not Seller's responsibility. To the extent that Buyer desires to have an independent inspection of the Property conducted, such inspection shall be at Buyer's sole expense. Buyer shall notify Seller of Buyer's desire for such inspection and such inspection shall occur at least 30 days prior to Closing and at least 10 days prior to the scheduled New Home Orientation and shall be performed in accordance with Seller's Independent Inspectors Policy. Seller is not required to sign any inspection lists or reports prepared by Buyer or Buyer's independent home inspector and such inspections, reports or lists shall not provide a basis for Buyer to terminate this Purchase Agreement, withhold funds or delay Closing.

8.5 Purchase Documents. Buyer has received or may in the future receive certain documents in conjunction with Buyer's purchase of the Property, including, without limitation, those referenced in the Receipt for Documents provided by Seller to Buyer ("**Receipt for Documents**"). Buyer agrees to keep and maintain all such documents, to provide all documents provided to Buyer in conjunction with the original sale of the Property to any subsequent purchaser of the Property, including, without limitation, the Homeowner's Manual, the Limited Warranty, manufactured product information, and the Maintenance Requirements. Buyer agrees to instruct any subsequent buyer of the Property to provide to each further subsequent buyer a complete copy of all such documents and information.

9. VISITING THE PROPERTY OR COMMUNITY. If Buyer wishes to visit the Community and the Property before Closing, Buyer acknowledges that the Property is located within a construction area and that construction sites are potentially dangerous. Seller will permit Buyer to enter the Property and the construction area surrounding the Property provided that Buyer is fully aware of the risks of such entry and is willing to comply with the procedures and requirements imposed on such visit by Seller, and provided Buyer has initialed below, indicating Buyer's acceptance and acknowledgement of the terms of this **Section 9**. By initialing this **Section 9**, Buyer acknowledges that there are numerous risks associated with visiting the Community and the Property during construction including, without limitation, open trenches, construction traffic, uneven surfaces and trip hazards, exposed rebar, potential falling debris, exposed nails and electrical wiring, incomplete construction and certain other potential hazards. Buyer further agrees to use due care while visiting the Community and the Property. Buyer may take photographs of the Property, but Buyer understands that, because it is an on-going construction site, during the remaining construction process there may be changes affecting what has been photographed.

9.1 Conditions to Visit. Buyer understands that Buyer can visit the Community and the Property prior to Closing only if the rules set forth in this **Section 9.1** are followed:

9.1.1 No one under age 14 will be permitted to visit the Property, even if accompanied by a parent or guardian. Buyer will not invite anyone under age 14 to visit the Property. Buyer will be responsible for everyone that Buyer invites or allows to visit the Property, irrespective of age.

9.1.2 Buyer shall not bring any pets to any visit of the Property.

9.1.3 Buyer shall be deemed the legal guardian of anyone under age 18 that Buyer brings or invites onto the Property. Buyer understands that those under age 18 require extra supervision, and Buyer shall provide such supervision.

9.1.4 No one who is at least age 18 who has not initialed this **Section 9** or provided a similar written agreement to Seller that is signed on behalf of Seller, will be permitted to visit the Property or Community, unless other arrangements have been made in writing with Seller.

9.1.5 Unless prior arrangements have been made in writing with Seller's Representatives, no visits are permitted Monday through Saturday during construction hours (except on construction holidays). Seller may require that Buyer be accompanied by Seller's Representatives if Buyer visits the Property other than on a Sunday or a construction holiday.

9.1.6 Each visit to the Community and Property must begin at Seller's new home gallery. Buyer understands that, irrespective of any prior arrangements that may have been made with Seller, Seller's Representatives may prohibit Buyer from visiting the Property if Seller's Representatives believe that the status of construction is such that Buyer's visit might interfere with construction, or Buyer intends to visit the Property on a construction day and no Seller's Representative is available to accompany Buyer.

9.1.7 Buyer may visit the Property only during those daylight hours when Seller's new home

gallery is open. No visits are permitted when the new home gallery is closed or during darkness.

9.1.8 Each visitor to the Property must wear a hard hat and hard-soled, closed-toed shoes all the time while at the Property.

9.1.9 Buyer may not visit any other construction area within the Community, other than the Property.

9.1.10 Buyer's vehicle must be parked in the street (not the driveway of the Property), or in available parking at the new home gallery, so that any such vehicle does not interfere with construction or construction traffic.

9.2 Assumption of Risk. Buyer assumes all risk of any injury, death and damage (whether personally or to property) which may be experienced in connection with visiting any of the Property, the Community, or other construction site. Buyer assumes that risk for himself/herself and for other members of Buyer's family, including without limitation those under age 18 and those others that Buyer invites or allows to visit the Property or the Community.

9.3 Release. ON BEHALF OF BUYER AND FOR OTHER MEMBERS OF BUYER(S)' FAMILY (INCLUDING THOSE UNDER AGE 18 AND OTHERS THAT BUYER INVITES OR Allows TO VISIT THE PROPERTY) (COLLECTIVELY, "RELEASORS"), BUYER RELEASES SELLER AND ITS RELATED COMPANIES, AND THEIR EMPLOYEES, AGENTS AND SUBCONTRACTORS ("RELEASEES") FROM ANY AND ALL LIABILITY IN CONNECTION WITH ANY INJURY, DEATH, DAMAGE OR OTHER LOSS THAT ANY RELEASOR MAY AT ANY TIME SUSTAIN IN CONNECTION WITH ANY VISIT TO THE PROPERTY, THE COMMUNITY, OR ANY OTHER CONSTRUCTION SITE, EVEN IF CAUSED BY THE NEGLIGENCE OF A RELEASEE.

9.4 Indemnity. Buyer agrees jointly and severally to indemnify, defend and hold harmless Seller and its related companies and their employees, agents and subcontractors, and Seller's Representatives (collectively "**Indemnitees**") from any and all injury, damage, loss, liability, claim, settlement, fine, expenses, fees, and costs (including lawyers' bills) which may be experienced at any time by any Indemnitee in connection with any visit to the Property, Community or any other construction site by Buyer or other members of Buyer's family or others that Buyer may invite or allow to visit the Property or the Community.

9.5 Revocation. At any time, Seller may revoke its permission for Buyer and/or any invitee of Buyer to visit the Property. BUYER'S FAILURE TO COMPLY WITH ANY OF THE PROVISIONS SET FORTH ABOVE SHALL CONSTITUTE A DEFAULT UNDER THIS PURCHASE AGREEMENT AND SELLER SHALL HAVE THE RIGHT TO TERMINATE THIS PURCHASE AGREEMENT.

Buyer's Initials

Buyer's Initials

Buyer's Initials

Buyer's Initials

10. CLOSING.

10.1 Closing Agent and Title Company. Upon receipt of the fully executed Purchase Agreement, Seller shall deliver this Purchase Agreement to Closing Agent. Closing Agent will perform closing services to close the transaction contemplated in this Purchase Agreement including, without limitation, preparation of all closing documents, preparation of the closing disclosure or settlement statement, as applicable, conducting Closing (as defined immediately below), obtaining estoppels from homeowners associations and/or tax districts, disbursement of funds (other than those provided directly to Seller) to all respective parties, distribution of documents to all respective parties for execution, and recordation of such documents to effect Closing. The Title Company will perform title services, including, without limitation, opening an order for title work to be completed and performing title duties to close the transaction contemplated by this Purchase Agreement (including, without limitation, the issuance of the title commitment and title policy described in this Purchase Agreement, and determination and clearance of underwriting objections and requirements). The "**Closing**" occurs upon the delivery and exchange of the balance of the Purchase Price and the documents contemplated in this Purchase Agreement by Buyer and Seller and the date upon which Closing occurs is referred to as the "**Closing Date**".

10.2 Closing Instructions and Documents. This Purchase Agreement shall serve as the written closing instructions to govern the consummation of the purchase and sale of the Property. Upon Acceptance of this Purchase

Agreement by Seller, Closing Agent is authorized and directed to receive, hold, deliver and disburse all documents and monies pursuant to the terms of this Purchase Agreement, using an executed copy of this Purchase Agreement as their joint instructions. Buyer and Seller shall execute any additional or supplemental standard form instructions reasonably required by Closing Agent. In the event any terms of this Purchase Agreement should be inconsistent with any terms contained in any such additional or supplemental instructions, the provisions of this Purchase Agreement shall control except where such additional or supplemental instructions expressly state that certain specific terms of this Purchase Agreement are modified. Seller and Buyer authorize and direct Closing Agent to receive, hold, deliver and disburse, pursuant to the terms of this Purchase Agreement, all documents and monies to be deposited, except for such documents and monies that are required to be deposited directly with Seller. Provisions regarding resolution of disputes and/or an award of attorneys' fees and similar costs in any closing documents prepared by Closing Agent shall apply only to disputes between Closing Agent and Buyer or Seller, and not to disputes between Buyer and Seller. If there is any conflict between this Purchase Agreement, including any addenda or amendments hereto, and any other closing documents, the provisions of this Purchase Agreement and all addenda hereto, as may be amended, shall control, notwithstanding any similar provision set forth in such additional closing documents.

10.3 Use of Other Closing Agent or Title Company. If Buyer elects to use a Closing Agent or Title

Company other than Seller's affiliated closing agent or title company, if any: (i) Seller shall be required to sign only its standard closing document forms, which standard forms are similar to those used by Seller's affiliated closing agent or title company, if any, (ii) Seller will not complete any form, or provide any documentation to Closing Agent or Title Company selected by Buyer that is not a standard closing document form of Seller, or required by or provided to Seller's affiliated closing agent or title company, if any, and (iii) Seller will not provide any additional closing documents not used as standard closing documents by Seller. Closing Agent, Title Company or other representative selected by Buyer shall not use any such requests as a basis to delay Closing, and any such delay shall be deemed a Buyer default under this Purchase Agreement.

10.4 Buyer's Duty to Cooperate. Upon Acceptance, Seller will incur daily carrying and other costs

attributable to holding the Property off the market. Accordingly, Buyer shall cooperate with Seller to use his/her best efforts and to diligently take any action necessary to timely effect Closing, including, without limitation, by promptly cooperating in good faith with all timeframes for performance under this Purchase Agreement, and providing all requested documents and information to Seller, Lender, Title Company, and Closing Agent. Buyer's failure to so cooperate shall constitute a default under this Purchase Agreement and Seller shall have the right to terminate this Purchase Agreement.

10.5 Notice of Closing Date and Deliveries. Seller or Closing Agent will notify Buyer (orally or in writing) of

the date for Closing at least 45 days before Closing ("**Closing Date Notice**"). Buyer shall deliver to Closing Agent all cash and all documents required to effect Closing no later than the required date for such deliveries set forth in the Closing Date Notice. If Buyer fails to effect Closing by the closing date set forth in the Closing Date Notice by reason of a failure by Buyer to perform, provide required deliveries or other default by Buyer, Buyer shall be in default under this Purchase Agreement and Seller shall have the right to terminate this Purchase Agreement.

10.6 Delays in Closing. Buyer acknowledges that the Estimated Closing Date and the date provided in the

Closing Date Notice are estimates and that delays in construction and other factors could require Seller to modify the dates and timeframes provided to Buyer. Due to a variety of factors including Seller's decisions concerning the scheduling of work, availability of materials and labor, the actions of public authorities, regulatory requirements, weather conditions, and lender and appraisal conditions, Closing could be extended by Seller for several weeks or months from the Estimated Closing Date. Buyer accepts the uncertainty of the Estimated Closing Date and waives and releases all claims against Seller, its agents, employees and contractors arising in connection with the Estimated Closing Date. Buyer is responsible for all costs associated with moving, storage, boarding pets, etc., even if those costs are increased by a delay in the occurrence of the actual Closing Date. Seller is not responsible for consequences to Buyer should delays occur in the Closing Date or move-in date for the Home, including without limitation, any increase in interest rate associated with the Loan or any expiration of any mortgage interest rate lock agreements between Buyer and Lender. Seller is not responsible for delays in the installation or service of telephone, cable television, internet, mail or similar services at, or after, Closing.

10.7 Completion of Home. Seller shall complete the Home such that it is ready for occupancy by Buyer

within 2 years after the Purchase Agreement Date, subject to extensions for circumstances deemed to be force majeure under state law for the state in which the Property is located. It is the intention of the parties that the sale described in this Purchase Agreement qualify for the exemption provided by 15 U.S.C. Section 1702(a)(2) (Improved Lot Exemption), and nothing contained in this Purchase Agreement shall be construed or operate, as to any obligations of Seller or rights of Buyer, in a manner which would render said exemption inapplicable. Notwithstanding

any provision to the contrary, nothing in this Purchase Agreement shall limit Buyer's remedies if Seller defaults under this **Section 10.7**, including without limitation seeking the remedy of specific performance.

10.8 Extension Fee. If Closing does not occur on the date specified in the Closing Notice due to Buyer's default, Seller will be harmed due, in part, to carrying costs for the Property. If Seller does not terminate this Purchase Agreement on account of such default and exercise its remedies under **Section 11.2**, Seller and Buyer may agree to extend Closing, on the condition that Buyer agrees to pay Seller \$500 per day that Closing is so extended ("Extension Fee") and that Buyer execute documentation required by Seller to extend Closing. The Extension Fee is a reasonable estimate of Seller's costs, including, without limitation, carrying costs, costs of maintenance of the Property, insurance costs, and other costs that Seller would incur. If Seller approves an extension of Closing, Buyer shall pay to Seller the applicable Extension Fee upon Seller's approval of the extended Closing Date, or upon Closing, with the timing of such payment subject to the sole discretion of Seller. The Extension Fee shall be paid by wire transfer or other immediately available funds acceptable to Seller paid by Buyer and will not be applicable to the Purchase Price. Acceptance of any Extension Fee will not constitute a waiver by Seller of any default by Buyer in failing to consummate Closing, as extended, under this Purchase Agreement, and Seller's rights to liquidated damages under **Section 11.3**.

Buyer's Initials

Buyer's Initials

Buyer's Initials

Buyer's Initials

10.9 Title. Upon Closing, Seller agrees to convey fee simple title for the Property to Buyer by special warranty deed ("Deed") subject to: (i) taxes and assessments not yet due or payable, (ii) the restrictive covenants for the Community, (iii) all matters affecting the Property shown on the recorded plat/map for the Community, (iv) water, oil, gas and mineral rights reserved in the Deed or previously reserved or conveyed, (v) all easements, covenants, restrictions, encumbrances and other matters of record affecting the Property, (vi) all matters and conditions shown on the survey or that would be revealed by an accurate survey or inspection of the Property, (vii) exceptions created by, through or under Buyer, and (viii) all rights and easements reserved in the Deed. At Closing, Closing Agent shall require that Title Company issue or cause to be issued to Buyer an owner's policy of title insurance for the Property, as may be determined by Seller, including without limitation any endorsements or extended coverages that may be required by Seller, ("Title Policy") and any lender policies that may be required by Lender. Buyer is required to obtain a Title Policy in the amount of the Purchase Price, regardless of whether Buyer obtains a mortgage for the Property or Lender deems such Title Policy as optional.

10.10 Vesting. Buyer shall inform Seller and Closing Agent how title will vest within 30 days from the Purchase Agreement Date, but no later than 30 days prior to Closing. Title cannot vest in any party that is not named in this Purchase Agreement as a Buyer. Any change in the parties constituting Buyer under this Purchase Agreement shall require an amendment to this Purchase Agreement, and Seller is under no obligation to approve or consent to any such change (including, without limitation, any trusts, limited liability companies or other entities which Buyer may have a controlling interest). Buyer should consult with an attorney regarding the manner in which title to the Property should be taken. Buyer acknowledges that any discussion with Seller's Representatives regarding the manner in which title to the Property may be taken does not constitute legal or other advice to Buyer, and Seller is under no obligation with regard to any potential manner of vesting of title in any party unless reflected in an agreement signed by Seller's Representative.

10.11 Closing Procedures. In the event Buyer's cash or funds necessary for Closing are held in a bank outside of the United States, Buyer shall have the cash or funds transferred to a U.S. financial institution within 3 days after the Closing Notice, but no later than 14 days prior to Closing. At Closing: (i) Seller shall deliver the Deed to Closing Agent, (ii) Buyer shall deliver the Purchase Price, Closing Costs and all other sums payable by Buyer pursuant to this Purchase Agreement which shall be paid by wire transfer or other immediately available funds acceptable to Seller and Closing Agent, (iii) Buyer shall execute and deliver any notices, statements, certificates, affidavits, and other documents as may be required for Closing, (iv) after Buyer and Seller have complied with their respective Closing obligations, Closing Agent will record all documents to be recorded in the real property records and disburse all funds according to the approved closing disclosure or other closing statement, and (v) Closing Agent shall confirm that Title Policy has been issued to Buyer and any lender policies which may be required by Lender are issued.

10.12 Closing Costs. Except as expressly set forth in this Purchase Agreement or any addendum or amendment to this Purchase Agreement, at Closing Buyer is responsible for paying all costs and fees (collectively,

"**Closing Costs**") for or related to: (i) the owner's policy of title insurance and any desired or required endorsements or extended coverages, (ii) any survey, report or inspection of the Property commissioned by Buyer or required to be provided by Seller to Buyer, (iii) escrow/closing fees and other charges of Closing Agent and/or Title Company related to this transaction, including Buyer's attorney's fees, (iv) Buyer's mortgage loan or other financing, including, without limitation, application and origination fees, points, interest rate buy down costs, prepaid interest, survey fees, credit report charges, lender title insurance policy charges, homeowner's and flood insurance premiums, mortgage insurance premiums, appraisal fees, tax certificate and tax service charges, flood certificate charges, underwriting and loan processing charges, document preparation charges, and impounds for taxes, assessments and insurance, (v) recording fees and stamp, excise, documentary or other transfer fees or taxes, (vi) homeowner's association fees (including, without limitation, any capital contributions), (vii) tax impounds for property taxes and special taxes, (viii) Buyer's portion of Closing prorations described in **Section 10.13**, (including any supplemental property taxes), (ix) termite pretreatment, if any (with such termite pretreatment reimbursement reflected on the closing disclosure or other closing statement), (x) messenger, mailing and notary fees, and (xi) any other items described on the closing disclosure or other closing statement other than costs Seller has expressly agreed to pay.

Tax impounds for property taxes or special assessments do not include supplemental taxes that may be assessed against the Property due to change of ownership or construction of improvements. Estimated amounts of some of the prepaid items may be set forth in a writing to be prepared by Seller and given to Buyer, for commitment financing only. Any amounts of prepaid items given to Buyer by Seller orally or in writing are estimates only and Seller shall have no liability to Buyer if such estimates are incorrect.

10.13 Prorations. All real estate taxes and assessments, dues and assessments associated with the Association or Master Association, if any, utility charges, and other charges against the Property for the year of Closing will be prorated as of the Closing Date, provided that Buyer may be required to provide more than a year of prorated payments, depending on applicable law. All prorations shall be made by Closing Agent as of Closing on the basis of a 30-day month. Real property taxes and assessments shall be prorated based upon the latest available tax information and/or the Purchase Price. If any tax bill for the Property also covers other real property owned by Seller, the amount of such taxes allocable to the Property for proration purposes shall be provided to Closing Agent by Seller. Seller and Buyer agree that any supplemental taxes assessed against the Property after Closing, or any overpayment of taxes, which are applicable to the periods of both Seller's and Buyer's ownership shall be prorated by Seller and Buyer as of Closing and Closing Agent need not be concerned with same.

10.14 First Time Maryland Homebuyers. A "First Time Maryland Homebuyer" is an individual who has never owned residential real property in Maryland as a primary residence and is acquiring the Property to occupy it as a primary residence. (**check one and initial to confirm designation:**)

Daniel Lee Ensign

- Yes**, I am a First Time Maryland Homebuyer as described above
 No, I am NOT a First Time Maryland Homebuyer as described above

Abigail Lauren Ensign

- Yes**, I am a First Time Maryland Homebuyer as described above
 No, I am NOT a First Time Maryland Homebuyer as described above
 Yes, I am a First Time Maryland Homebuyer as described above
 No, I am NOT a First Time Maryland Homebuyer as described above
 Yes, I am a First Time Maryland Homebuyer as described above
 No, I am NOT a First Time Maryland Homebuyer as described above

Buyer's Initials

Buyer's Initials

Buyer's Initials

Buyer's Initials

Notwithstanding any contrary provision in this Purchase Agreement, Section 14-104 of the Real Property Article of the Annotated Code of Maryland requires the seller in a residential real estate transaction to: (i) pay the entire amount of the state transfer tax, and (ii) pay the entire amount of recordation taxes and local/county transfer taxes (unless the parties agree otherwise) if all buyers are First Time Maryland Homebuyers, as defined by Section 14-104(a) of the Real Property Article of the Annotated Code of Maryland, who will occupy the Property as a primary residence. Buyer and Seller expressly agree that the entire amount of local/county transfer taxes and recordation taxes, shall be paid by Buyer at Closing, regardless of whether all Buyers are a First Time Maryland Homebuyer. If all Buyers check Yes

above, Seller shall pay the entire amount of the state transfer tax, but if any Buyer checks No above, Seller shall not be required to pay the state transfer tax.

10.15 Homestead Property Tax. If you plan to live in the Home as your principal residence, you may qualify for the homestead property tax credit. The homestead property tax credit may significantly reduce the amount of property taxes you owe. As required under Section 9-105(f)(5) of the Tax Property Article of the Maryland Code, for more information, go to the following website for the Maryland State Department of Assessments and Taxation: <https://dat.maryland.gov/realproperty/pages/maryland-homestead-tax-credit.aspx>, and find the homestead application at https://dat.maryland.gov/SDAT%20Forms/2020Homestead_application.pdf.

11. TERMINATION, DEFAULT AND REMEDIES.

11.1 Termination. A termination of this Purchase Agreement shall be deemed effective upon the party being entitled to terminate this Purchase Agreement giving written notice and opportunity to cure (where applicable) to the other party within the applicable time period set forth in this Purchase Agreement. In the event of termination by either party as authorized by this Purchase Agreement: (i) the parties will have no further obligation under this Purchase Agreement, (ii) Buyer will have no further right, title, or interest in or to the Property, and (iii) Seller will be entitled to sell the Property to another party. Buyer shall be fully obligated under the terms of this Purchase Agreement to promptly cooperate in executing whatever documents are requested by Seller to effectuate such termination and its failure to do so shall be deemed a default.

11.2 Buyer's Default. Notwithstanding the identification of specific events of Buyer default, any failure of Buyer to perform any of its obligations under this Purchase Agreement or any Buyer breach under this Purchase Agreement shall be deemed an event of default. If Buyer breaches or fails to perform any of its obligations under this Purchase Agreement, Seller may provide written notice of such breach or failure to Buyer and Buyer shall have 3 days from such written notice to cure such breach, except that this provision shall not apply to extend the Closing Date, the Loan Approval Due Date, the Existing Residence Contract Due Date, the Existing Residence Closing Due Date or other dates for performance under **Sections 6.2 and 6.3**. If Buyer fails to cure the breach within the 3 day period after Seller gives Buyer such notice, Seller may pursue its remedies for a Buyer's default.

11.3 LIQUIDATED DAMAGES. IF BUYER DEFAULTS UNDER ANY TERMS OR PROVISIONS UNDER THIS PURCHASE AGREEMENT AND SUCH BUYER DEFAULT RESULTS IN THE FAILURE TO CLOSE THAT IS NOT CURED PURSUANT TO ANY AVAILABLE CURE RIGHT IN SECTION 11.2, IF ANY, OR IF BUYER IS IN DEFAULT AND SUCH BUYER DEFAULT IS A BREACH OF THIS PURCHASE AGREEMENT THAT IS NOT CURED PURSUANT TO SECTION 11.2, SELLER, IN ITS SOLE AND ABSOLUTE DISCRETION, SHALL BE RELEASED FROM ITS OBLIGATION TO SELL THE PROPERTY TO BUYER AND SELLER SHALL HAVE THE RIGHT TO UNILATERALLY TERMINATE THIS PURCHASE AGREEMENT BY DELIVERING WRITTEN NOTICE OF TERMINATION TO BUYER. IN ADDITION, SELLER MAY PURSUE ANY REMEDY AT LAW OR IN EQUITY THAT IT MAY HAVE AGAINST BUYER ON ACCOUNT OF SUCH DEFAULT; PROVIDED, HOWEVER, THAT SELLER WILL BE ENTITLED TO RECEIVE ALL DEPOSITS (INCLUDING OPTIONS DEPOSITS) MADE BY BUYER AS LIQUIDATED DAMAGES. BUYER AND SELLER ACKNOWLEDGE THAT IT WOULD BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER IF BUYER DEFAULTS UNDER THIS PURCHASE AGREEMENT. THEREFORE, THE AMOUNT OF LIQUIDATED DAMAGES IS INTENDED AS A REASONABLE ESTIMATE, AND NOT AS A PENALTY, OF SELLER'S ACTUAL DAMAGES RESULTING FROM BUYER'S DEFAULT, WHICH DAMAGES WILL INCLUDE, WITHOUT LIMITATION, THE COST OF ADMINISTERING THIS PURCHASE AGREEMENT AND THE COST TO TAKE THE PROPERTY OFF THE MARKET WHILE THIS PURCHASE AGREEMENT REMAINS IN EFFECT, DESIGN COSTS RELATED TO THE PROPERTY, TIME SPENT BY BUYER'S PERSONNEL RELATED TO THIS PURCHASE AGREEMENT, AND THE OPPORTUNITY COST OF BEING UNABLE TO MARKET THE PROPERTY WHILE THIS PURCHASE AGREEMENT WAS IN EFFECT. UPON RECEIVING SELLER'S NOTICE OF TERMINATION, CLOSING AGENT WILL BE ENTITLED TO RELY ON SUCH NOTICE, WITHOUT FURTHER DOCUMENTATION OR AUTHORIZATION OF ANY KIND, THAT THIS PURCHASE AGREEMENT HAS BEEN TERMINATED, THAT SELLER IS ENTITLED TO RECEIVE ALL DEPOSITS (TO THE EXTENT CLOSING AGENT IS HOLDING THE SAME), AND THAT BUYER HAS NO FURTHER RIGHT, TITLE, OR INTEREST IN DEPOSITS OR THE PROPERTY.

12. DISPUTES.

12.1 Dispute Definition. For purposes of this **Section 12**, the term "**Dispute**" means any and all claims, controversies, breaches or disputes by or between Buyer and Seller that arise out of or are related to this Purchase Agreement, the Community, the Property, the sale of the Property by Seller, or any related transaction, whether such dispute is based on contract, tort, statute, or equity, including, without limitation, any dispute over: (i) the disposition of Deposits, (ii) breach of contract, (iii) negligent or intentional misrepresentation or fraud, (iv) nondisclosure, (v) breach of any alleged duty of good faith and fair dealing, (vi) allegations of latent or patent design or construction defects, (vii) the Property, including, without limitation, the planning, surveying, design, engineering, grading, specifications, construction or other development of the Property or the Community, (viii) deceptive trade practices, (ix) any other matter arising out of or related to the interpretation of any term or provision of this Purchase Agreement, or any defense going to the formation or validity of this Purchase Agreement, or any provision of this Purchase Agreement, including, without limitation, Deposits disputes, arbitration and mediation provisions, allegations of unconscionability, fraud in the inducement, or fraud in the execution, except matters arising from the Limited Warranty, which are governed by the dispute resolution provisions contained in the Limited Warranty, or (x) disputes that are subject to the Limited Warranty that Buyer and Seller have mutually agreed in writing to resolve pursuant to the dispute resolution terms and process set forth in this **Section 12**.

12.2 Notification. Buyer or Seller, as applicable, shall provide the other party with written notice of any matters relating to a Dispute ("**Dispute Notice**") as soon as is reasonably practical after Buyer or Seller, as applicable, becomes aware, or should have become aware, of such matters and Dispute.

12.3 Disputes Subject to Mediation and/or Arbitration. Any Dispute between Seller and Buyer arising before Closing ("**Pre-Closing Dispute**") shall be arbitrated pursuant to the Federal Arbitration Act (9 U.S.C. Sections 1-16) ("**Federal Act**") and subject to the procedures set forth in **Section 12.5**. Seller and Buyer shall, in good faith, attempt to resolve any Dispute arising after Closing ("**Post-Closing Dispute**") by mediation in accordance with **Section 12.4**. If Seller and Buyer are unable to resolve the Post-Closing Dispute through the mediation procedures set forth in **Section 12.4**, the Post-Closing Dispute shall be arbitrated pursuant to the Federal Act and subject to the procedures set forth in **Section 12.5**. Delivery of the Dispute Notice by either Buyer or Seller, as set forth above, shall commence the mediation and/or arbitration process for Post-Closing Disputes and Pre-Closing Disputes, as applicable.

12.4 Mediation.

12.4.1 Venue and Parties. The mediation of the Post-Closing Dispute shall be conducted by a single mediator employed or engaged by Judicial Arbitration and Mediation Services ("**JAMS**") pursuant to its then current rules ("**JAMS Rules**"). Notwithstanding the foregoing, Buyer and Seller may mutually agree to the use of an alternate mediation service other than JAMS. Should Buyer and Seller mutually agree to the use of an alternate mediation service other than JAMS, or should JAMS cease to exist as such, then all references to JAMS in this **Section 12.4** shall be deemed to refer, respectively, to the mutually agreed upon mediation service. The mediation shall be held in the county where the Property is located ("**County**") or such other place as is mutually acceptable to the parties. Seller or Buyer shall have the right to include other persons or entities, including, without limitation, insurance carrier representatives and Seller's subcontractors in the mediation proceedings.

12.4.2 Selection of Mediator. Seller shall have the right to select the mediator by notifying Buyer in writing within 10 business days following the date of delivery of the Dispute Notice. If Seller selects the mediator, Seller shall pay any filing fees and the first 4 hours of the mediator's fees, including any preparatory or other fees incurred in advance of the mediation. At Buyer's sole option, Buyer may agree to share the filing fees and the fees and costs of the mediator equally with Seller. If Buyer so agrees, then Buyer and Seller shall jointly select the mediator. If the parties cannot agree on a mediator within 10 business days after commencement of the mediation, JAMS shall select the mediator and the parties shall share the filing fees and the fees of mediator equally. No person with any financial or personal interest in the mediation's result shall serve as a mediator, except by the written consent of the parties. Prior to accepting any appointment, the

prospective mediator shall disclose any circumstances likely to create a presumption of bias or prevent a prompt commencement of the mediation process.

12.4.3 Fees and Expenses. The expenses or fees of any witnesses called by a party shall be borne solely by that party. The remainder of the total fees and costs incurred by JAMS, including expenses or fees of the mediator, shall be allocated as set forth above, including the obligation of Buyer to share equally in such fees and costs if Buyer elects to jointly select the mediator with Seller.

12.4.4 Failure to Participate. If either party refuses to participate in the mediation, then the other party may initiate arbitration proceedings as provided in **Section 12.5**. In addition, any party who fails or refuses to participate in the mediation after delivery of an applicable Dispute Notice shall remain liable for its portion of the fees and costs of the mediation, as set forth above.

12.4.5 Mediation Hearing. The mediation hearing(s) shall be commenced as quickly as reasonably practical in the discretion and judgment of the mediator. The parties shall cooperate in good faith with each other and with the mediator and shall provide all documents reasonably required by the mediator to be provided. Without mutual agreement of Buyer and Seller to extend or continue the mediation process, the mediation shall not exceed 4 hours. To the extent that the parties mutually agree to extend the mediation beyond 4 hours, the parties shall share equally in the fees and costs associated with such additional time.

12.4.6 No Award of Attorneys' Fees. No party shall be entitled to an award of its attorneys' fees. Nothing in this Purchase Agreement shall be construed to modify or abrogate any duty to defend and/or indemnify another party pursuant to the terms of a contract between any such parties.

12.4.7 Confidentiality. The entire mediation proceeding shall be maintained in the strictest confidence and documentary or demonstrative evidence or testimony introduced or revealed to the mediator or other party during the mediation shall, in addition to being subject to the foregoing obligation of confidentiality, be inadmissible in any subsequent proceeding including litigation, arbitration and judicial reference, other than the mandatory binding arbitration that may be entered into under **Section 12.5**. For purposes of clarity, the obligation of the parties to maintain confidentiality regarding the contents of the mediation proceeding shall continue to apply to any non-public information that may be disclosed during the mediation proceeding and shall survive the termination of the mediation proceeding, except as may be required by applicable law or this Purchase Agreement. The Federal Rules of Evidence shall apply to the mediation.

12.4.8 Initiation of Arbitration. If the Post-Closing Dispute is not resolved through mediation, either party may initiate arbitration proceedings as provided below.

12.5 Mandatory Binding Arbitration.

12.5.1 Federal Arbitration Act. Buyer and Seller expressly agree and acknowledge that this Purchase Agreement involves and concerns interstate commerce and is governed by the provisions of the Federal Act now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule. Accordingly, all Pre-Closing Disputes, and all Post-Closing Disputes that are not resolved in mediation, shall be arbitrated, which arbitration shall be mandatory and binding, pursuant to the Federal Act and the prevailing Maryland arbitration law. You may be compelled to arbitrate under the authority of **Section 3-201** et seq. of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland. If any party seeks review by a court of the enforceability of any of these procedures (notwithstanding the provisions making that issue one to be resolved by the arbitrator), the exclusive jurisdiction and venue for any such review shall be the appropriate court in the County. Notwithstanding the foregoing, where this Purchase Agreement applies to property in Montgomery County, Maryland, either party to this Purchase Agreement may decide not to proceed with arbitration at the time the procedure is initiated and, instead, exercise any other remedy available by law, as provided under Section 40-19 of the Montgomery County Code.

12.5.2 Seller Parties. For purposes of the arbitration provisions in this **Section 12.5**, the term "Seller" means Seller and any of Seller's respective partners, members, or other principals and their respective officers, agents, employees, affiliated parent and subsidiary companies, successors and assigns, design centers, subcontractors, design professionals, engineers, inspectors and material suppliers who provided labor, services or materials to any portion of the Property or the Community.

12.5.3 Rules Applicable to All Cases. Disputes shall be arbitrated by JAMS in accordance with the JAMS Rules in effect as of the initiation of the arbitration, as supplemented by the provisions set forth below. Notwithstanding the foregoing, Buyer and Seller may mutually agree to the use of an alternate arbitration service other than JAMS. If the JAMS Rules have been repealed or replaced at the time the arbitration claim is filed, the JAMS Rules then most applicable to residential construction will apply. The following supplemental rules contained in this **Section 12.5** shall apply to all arbitrated Disputes and shall govern in the event of a conflict between the rules set forth below and the JAMS Rules. Should Buyer and Seller mutually agree to the use of an alternate arbitration service other than JAMS, or should JAMS cease to exist as such, then all references to JAMS shall be deemed to refer, respectively, to the mutually agreed upon arbitration service, or to the successor of JAMS or, if there is no successor, to the American Arbitration Association, in which case for claims relating to the Property, the AAA Home Construction Arbitration Rules shall be used, and for claims relating to the Community, the AAA Construction Industry Arbitration Rules shall be used (each a, "**Substitute Arbitration Service**"). In both cases, the parties shall agree to an alternative arbitrator or have a court appoint a new arbitrator who is a "qualified" arbitrator, as described in **Section 12.5.4**. The parties may mutually agree to alternate rules.

12.5.4 Qualifications of Arbitrator. The arbitration shall be conducted by one qualified arbitrator selected in accordance with the JAMS Rules. The term "qualified" shall mean a retired judge who has experience with the laws governing residential real estate development and construction or an attorney who has actively practiced law in the state where the Property is located ("**State**") for at least 15 years and who has experience with the laws governing residential real estate development and construction.

12.5.5 Appointment of Arbitrator. The arbitrator to preside over the Dispute shall be selected in accordance with the JAMS Rules, but no later than: (i) as soon as reasonably practical, but in no event later than 30 days after a party provides the Dispute Notice regarding any Pre-Closing Dispute to the other party, or (ii) 60 days after a party provides the Dispute Notice regarding any Post-Closing Dispute to the other party.

12.5.6 Preliminary Procedures. If state or federal law requires Buyer or Seller to take steps or procedures before commencing an action in court, then Buyer or Seller must take such steps or follow such procedures, as the case may be, before commencing the arbitration.

12.5.7 Rules of Law. The arbitrator must follow State substantive law, including, without limitation, any statutes of limitation and/or statutes of repose, provided however, that the Federal Rules of Evidence shall apply to the exclusion of any otherwise applicable State substantive law. The arbitrator shall be authorized to provide all recognized remedies available at law or equity for any cause of action, subject to **Section 11.2**.

12.5.8 Statutes of Limitation and Statutes of Repose. Except for procedural issues, and to the extent not inconsistent with the Federal Act, the arbitration, as well as the arbitrator and, the ultimate decisions of the arbitrator shall be subject to and bound by existing State case and statutory law including, without limitation, applicable statutes of limitation and statutes of repose.

12.5.9 Participation by Other Parties. Seller and Buyer each have the sole and absolute right, in their respective discretion, to join any person or entity who is not a party to the arbitration (including, without limitation, any Seller Parties) if the presence of such person or entity is required or is necessary for complete relief to be accorded in the arbitration or if the interest or responsibility of such person or entity in the Dispute is not insubstantial. The parties shall cooperate in good faith and shall diligently perform such acts as may be necessary to ensure that all necessary and appropriate parties are included in the arbitration. The failure or refusal of either Seller or Buyer to participate in the arbitration under the terms of this Purchase Agreement and the JAMS Rules: (i) with respect to Pre-Closing Disputes shall be deemed a breach of this Purchase Agreement by such non-participating party, and (ii) with respect to any Dispute, such non-participating party

shall remain liable for its portion of the fees and costs of the arbitration of such Dispute, as well as any award in favor of the other party, as set forth below.

12.5.10 Motions and Remedies. The arbitrator shall have the power to hear and dispose of motions, including motions relating to provisional remedies, demurrers, motions to dismiss, motions for judgment on the pleadings and summary judgment and/or adjudication motions, in the same manner as a trial court judge. In addition, the arbitrator shall have the power to summarily adjudicate issues of fact or law, including the availability of remedies, even if the issue adjudicated could dispose of an entire cause of action or defense. The arbitrator shall have the power to grant provisional remedies including preliminary injunctive relief. Prior to the selection of the arbitrator, any party shall have the right to petition the appropriate court in the County for any necessary provisional remedies. However, after obtaining any provisional remedies (pending selection of the arbitrator) the entire matter shall be referred to JAMS for all purposes and the court shall have no further jurisdiction to monitor or enforce the provisional remedies or to make further determinations or awards or to issue additional provisional remedies. The arbitrator shall have the sole power to enforce, extend, modify or vacate any such provisional remedies.

12.5.11 Discovery. All discovery shall be permitted by the arbitrator at the arbitrator's reasonable discretion, subject to the limitations of State substantive law, upon a showing of good cause or based on the agreement of the parties. The arbitrator shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge.

12.5.12 Full Disclosure. No issues or evidence will be heard by the arbitrator which have not been previously disclosed and subject to discovery as provided by **Section 12.5.11**. The initiating party shall be the first to disclose all of the following, in writing, to each other party and to the arbitrator: (i) an outline of the issues and its position on each such issue, (ii) a list of all witnesses the party intends to call, and (iii) copies of all written reports and other documentary evidence, whether written or not or contributed to by its retained experts (collectively, "**Outline**"). The initiating party shall submit its Outline to each other party and the arbitrator within 30 days of the final selection of the arbitrator. Each responding party shall submit its written response as directed by the arbitrator. If the Dispute involves a construction defect claim, then Buyer shall be the first party to submit its written Outline and shall also include with such Outline a detailed description of the nature and scope of the alleged violation(s), its proposal for repair or restoration, all repairs made to date and an estimate of the cost of repair/restoration together with the calculations used to derive the estimate.

12.5.13 Measure of Damages. Any damages awarded shall be subject to **Section 11.3** and limited to the extent required by applicable State law and must be specified in the findings of the arbitrator. If any damages are awarded to a Buyer in any other cause of action not covered by this **Section 12.5.13**, the damages awarded pursuant to this Section shall be reduced by the amounts recovered in such other causes of action.

12.5.14 Hearing. The arbitration shall be held in the County. The arbitration shall be conducted as promptly as possible after giving due consideration to the complexity of the issues, the number of parties and necessary discovery and other relevant matters. The arbitration shall be conducted as informally as possible. Any federal evidence rules which exclude offers, compromises, and settlement proposals from evidence shall apply unless there is agreement by all parties as to admissibility, or as necessary for purposes of proving reasonableness of settlement offers under statutes which may limit damages or attorney's fees for same. The arbitrator shall be the sole judge of the admissibility of and the probative value of all evidence offered and is authorized to provide all legally recognized remedies whether in law or equity, except as otherwise limited in this Section. The cost of an interpreter shall be borne by the party requiring the services of the interpreter in order to be understood by the arbitrator and the expenses of witnesses shall be borne by the party producing such witnesses.

12.5.15 Decision. The decision of the arbitrator shall be binding on the parties and may be entered as a judgment in any court of the State that has jurisdiction and venue. The arbitrator shall: (i) try all issues of both fact and law, and (ii) issue a written statement of decision which shall specify the facts and law relied upon in reaching the arbitrator's decision within 20 days after the close of testimony. If the amount at controversy in the Dispute is greater than \$250,000, the arbitrator shall prepare a complete record of the arbitration similar to the record kept in court, including a stenographic record of the arbitration, which record,

along with the decision, shall remain confidential except as may be necessary for post-hearing motions and appeals and as necessary for enforcement of the decision. The cost of the record shall be borne one-half by Buyer and one-half by Seller, regardless of the outcome. Should any party refuse or fail to pay its pro-rata share, the remaining parties may pay such share, and the party or parties which pay such extra share shall be awarded such extra costs by the arbitrator in the arbitrator's decision.

12.5.16 Fees and Costs. Seller shall advance any fee required to initiate the arbitration. If Seller is the prevailing party in the arbitration, the arbitrator may, in his or her discretion and only to the extent permitted by law and the JAMS Minimum Standards of Procedural Fairness, direct Buyer to reimburse Seller for such Buyer's pro rata share of the JAMS fee and arbitrator's fee advanced by Seller. The arbitrator shall not award attorneys' fees to any party and the parties shall each be solely responsible for their own attorneys' fees. Nothing shall be construed to modify or abrogate any duty to defend and/or indemnify a third party pursuant to the terms of a contract between any such parties.

12.5.17 Procedure for Appeal of Certain Cases. In any arbitration in which a claim or arbitration award of Buyer or Seller exceeds \$250,000 in value, Buyer and Seller adopt and agree to the JAMS Optional Appeal Procedure. The following additional rules will supplement the JAMS Optional Appeal Procedure or any appeal procedures of the Substitute Arbitration Service, as applicable, and shall govern in the event of a conflict between the following rules and the JAMS Optional Appeal Procedure or any appeal procedures of the Substitute Arbitration Service. Notwithstanding the foregoing, to the extent that the Substitute Arbitration Service, if any, does not have procedures regarding appeals, then the JAMS Optional Appeal Procedure, as supplemented by the following rules shall apply, unless Buyer and Seller mutually agree otherwise.

(a) **Right of Appeal.** There shall be no right to appeal unless the oral evidence received by the arbitrator was preserved in a manner such that it can be converted to an accurate and reliable written transcript.

(b) **Appellate Arbitrator.** An appeal shall be decided by one neutral appeal arbitrator. The appeal arbitrator shall have prior experience as a member of the State appellate court.

(c) **Issues on Appeal.** The only issues which may be considered on appeal are issues covered under the JAMS Rules for appellate procedures.

(d) **Expenses and Costs on Appeal.** The fees charged by JAMS or the Substitute Arbitration Service and the appeal arbitrator shall be advanced by the party filing any appeal of a decision of the arbitrator. The party who files the appeal must, at its sole expense, provide JAMS or the Substitute Arbitration Service and all non-appealing parties with a certified copy of the hearing transcript, and must provide JAMS with copies of all documentary evidence and all other tangible evidence received by the arbitrator. If more than one party appeals, the appealing parties must share equally the cost of the transcript and copies of all other documentary and tangible evidence received by the arbitrator. The appeal arbitrator may, within 30 days of its determination, award costs of the nature provided in the Federal Rules of Appellate Procedure. If the appealing party is the prevailing party on appeal, the appeal arbitrator may, in his or her discretion and only to the extent permitted by applicable law and JAMS Minimum Standards of Procedural Fairness, include all or part of the JAMS fee, or the Substitute Arbitration Service fee, and arbitrator's fee advanced by the appealing party in the award of costs on appeal.

(e) **New Evidence.** The appeal arbitrator must not receive new evidence. The appeal arbitrator must make his or her decision based only on the evidence that was presented to the arbitrator, except that the appeal arbitrator may visit any site involved in a Post-Closing Dispute.

12.5.18 Class Actions Not Available. BUYER AGREES TO WAIVE THE RIGHT FOR ANY CLAIM TO BE COMMENCED, HEARD OR RESOLVED AS A CLASS ACTION. BUYER, BY ENTERING INTO THIS AGREEMENT AND SELLER AGREE NOT TO ASSERT ANY CLASS ACTION, ASSOCIATIONAL, OR REPRESENTATIVE ACTION CLAIMS, INCLUDING CLAIMS BY HOMEOWNERS' OR PROPERTY OWNERS' ASSOCIATIONS ON BEHALF OF BUYER, AGAINST THE OTHER IN MEDIATION, ARBITRATION OR

OTHERWISE, AND AGREE THAT IT IS THE EXPRESS INTENT OF EACH PARTY THAT CLASS ACTION AND REPRESENTATIVE ACTION PROCEDURES NOT BE ASSERTED OR APPLIED WITH RESPECT TO ANY CLAIM.

12.6 NOTICE: BY INITIALING IN THE SPACE BELOW, BUYER AND SELLER ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS SECTION 12 DECIDED BY MEDIATION AND/OR NEUTRAL, BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND SUCH BUYER AND SELLER ARE WAIVING THE RIGHT TO TRIAL BY JURY AND GIVING UP ANY RIGHTS THEY MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL OR OTHER PROCEEDING. BY INITIALING IN THE SPACE BELOW, BUYER AND SELLER ARE GIVING UP THEIR JUDICIAL AND/OR STATUTORY RIGHTS TO DISCOVERY, TRIAL AND APPEAL, EXCEPT TO WHATEVER EXTENT ANY RIGHTS ARE SPECIFICALLY INCLUDED IN THIS SECTION 12. IF BUYER OR SELLER REFUSES TO SUBMIT TO ARBITRATION, (I) SUCH PARTY MAY BE COMPELLED TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT AND/OR (II) ARBITRATION MAY GO FORWARD IN THE ABSENCE OF THE REFUSING PARTY. THE PARTIES' AGREEMENT TO THIS SECTION 12 AND THE MEDIATION AND ARBITRATION PROVISIONS SET FORTH IN THIS SECTION 12 IS VOLUNTARY. BY INITIALING IN THE SPACE BELOW, EACH OF BUYER AND SELLER ACKNOWLEDGES AND AGREES THAT SUCH PARTY HAS READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS SECTION 12 TO NEUTRAL ARBITRATION.

Buyer's Initials

Buyer's Initials

Buyer's Initials

Buyer's Initials

Seller's Initials

13. ADDITIONAL PROVISIONS.

13.1 Severability. If any portion of this Purchase Agreement is declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Purchase Agreement, and the remaining parts of this Purchase Agreement shall remain in full force and effect.

13.2 No Waiver. Seller's waiver of any term or provision of this Purchase Agreement shall not be construed as a waiver of any other term or provision of this Purchase Agreement, or of any subsequent performance required under this Purchase Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.

13.3 Notice. Except as otherwise set forth in this Purchase Agreement or as required by law, all notices or other communication required or permitted under this Purchase Agreement shall be in writing, and shall be hand delivered, sent by registered or certified mail return receipt requested, sent by Express Mail of the U.S. Postal Service or any other courier guaranteeing overnight delivery, or sent through DocuSign (only if Buyer has agreed to utilize DocuSign) or via electronic mail. Notices sent via mail, shall be sent postage prepaid and addressed to the person to receive such notice at the addresses of Buyer and Seller set forth in this Purchase Agreement. Except as otherwise set forth in this Purchase Agreement or as required under applicable law, all notices or other communication required or permitted under this Purchase Agreement to be given by Seller to Buyer may be delivered via electronic mail. Either party may change their address for notice under this Purchase Agreement by giving the other party at least 5 days written notice of such change of address. Notices shall be deemed received upon actual receipt if hand delivered, 48 hours after deposit in the United States mail if sent by registered or certified mail, 24 hours after deposit in the Express Mail of the U.S. Postal Service or with another courier guaranteeing overnight delivery, or when sent by confirmed electronic mail during the business hours of Seller, and if not so confirmed, then on the next day. Failure of the addressee to accept or acknowledge receipt shall not invalidate notice given in accordance with this **Section 13.3** and notice shall be deemed received at the time set forth in the preceding sentence despite the addressee's failure to accept or acknowledge receipt. If Buyer is more than one person, service to Buyer designated as the recipient of notices above shall be deemed to be service on all parties listed as Buyer above. Unless otherwise specified in this Purchase Agreement, the term "day" shall mean a calendar day.

13.4 Successors and Assigns. Neither this Purchase Agreement nor the rights of Buyer under this Purchase Agreement may be assigned, sold, transferred or hypothecated by Buyer voluntarily, involuntarily, or by operation of law without Buyer first having obtained Seller's written consent, which may be withheld in Seller's sole discretion. This Purchase Agreement and the rights, duties and obligations of the parties shall be binding upon and

shall inure to the benefit of the successors and assigns of Seller and, subject to the preceding sentence, to the heirs, executors, administrators, successors and permitted assigns of Buyer.

13.5 Counterparts; Electronic Execution. This Purchase Agreement may be executed in counterparts, all of which together will constitute this Purchase Agreement. This Purchase Agreement may be signed and transmitted electronically (including without limitation through DocuSign, if Buyer has agreed to utilize DocuSign) or by facsimile. The signature of any person on an electronically or facsimile transmitted copy of this Purchase Agreement will be considered an original signature. An electronically or facsimile transmitted copy of this Purchase Agreement will have the same binding effect as an original signature on an original document.

13.6 Survival. All obligations referred to in this Purchase Agreement to be performed at a time or times after Closing, all provisions relating to a time after Closing, and all representations and acknowledgments shall survive Closing and the delivery of the Deed. **Section 9, Section 11, Section 12,** this **Section 13.6** and **Section 13.13** shall survive any termination of this Purchase Agreement.

13.7 Applicable Law. This Purchase Agreement shall be construed and enforced in accordance with the laws of the state in which the Property is located, except where federal law is expressly made applicable.

13.8 Seller's Exclusive Agent. Buyer represents and warrants that, except for any cooperating broker registered with Seller in accordance with Seller's broker registration requirements, Buyer has engaged no broker or finder in connection with the transaction referenced in this Purchase Agreement. Buyer agrees to indemnify, defend and hold Seller harmless from claims by any broker or finder inconsistent with the representation and warranty set forth in this **Section 13.8.** Buyer acknowledges that the undersigned New Home Advisor is an agent of Seller exclusively.

13.9 Time is of the Essence. Time is of the essence of this Purchase Agreement and failure of Buyer to perform within the time limits described above will allow Seller to terminate this Purchase Agreement.

13.10 Change of Title Company or Closing Agent. Buyer shall not change the Title Company or Closing Agent referenced in this Purchase Agreement unless (i) Buyer obtains Seller's written consent to such change of Title Company or Closing Agent, and (ii) no later than 60 days prior to the earlier of (a) the Estimated Closing Date or (b) the Closing Date Buyer submits to Seller written notice identifying the proposed new Title Company or Closing Agent. Notwithstanding the foregoing, Buyer acknowledges that a change in Title Company or Closing Agent may impact Buyer's ability to timely effect the Closing by the closing date set forth in the Closing Date Notice, and that Seller shall have no obligation to delay the Closing for any delay caused by Buyer, including without limitation due to the change of Title Company or Closing Agent, and such failure by Buyer to timely effect the Closing will constitute a default by Buyer under this Purchase Agreement.

13.11 Patriot Act. Buyer (which for this purpose includes its partners, members, principal stockholders and any other constituent entities, if any) represents that Buyer: (i) has not been designated as a "**specifically designated national and blocked person**" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website <https://www.treasury.gov/ofac/downloads/sdnlist.pdf> or at any replacement website or other replacement official publication of such list, (ii) is currently in compliance with and will at all times during the term of this Purchase Agreement remain in compliance with the regulations of the Office of Foreign Asset Control of the Department of the Treasury and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or any other related governmental action, and (iii) has not used and will not use funds from illegal activities for any portion of the Purchase Price, including, without limitation, Deposits.

13.12 Construction of Purchase Agreement. Buyer acknowledges that this Purchase Agreement was negotiated in the English language. Buyer acknowledges and agrees that Buyer is solely responsible to make certain that Buyer understands the contents of this Purchase Agreement and Buyer will take whatever steps are necessary to do so, including without limitation, consulting an attorney, interpreter, or any other person whose advice or assistance may be necessary to fully understand the matters set forth in this Purchase Agreement. If more than one person signs this Purchase Agreement as Buyer, each will be jointly and severally liable for full performance of all Buyer's duties and obligations under this Purchase Agreement and Seller shall have the right to enforce the terms of this Purchase Agreement against either as individuals or together. Captions, titles, and headings contained in this Purchase Agreement are for convenience of reference only and are in no way to be construed as limitations on the scope of the particular articles, sections, paragraphs or other subdivisions to which they refer.

13.13 Right of Reasonable Entry. Buyer shall cooperate with Seller, Seller's Representatives and utility companies and shall permit Seller, Seller's Representatives and utility companies right of access to the Home and all portions of the Property upon reasonable notice during normal business hours after Closing for purposes of inspecting, testing, repairing, replacing, correcting, or otherwise addressing matters related to: (i) request by any governmental agency, (ii) the Limited Warranty, or (iii) any Disputes between Buyer and Seller regarding the Property. Buyer shall cooperate with Seller to be present or have a Buyer representative present for any such entry. This **Section 13.13** shall not be construed as an agreement by Seller to perform any corrective, additional, remedial or other work.

13.14 No Withholding. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor (i.e., Seller) is a foreign person. To inform Buyer that withholding of tax is not required in connection with this transaction, Seller certifies that Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate. Buyer and Seller acknowledge that Closing Agent has provided notice of these provisions, and, in light of the representations of Seller made herein, that Closing Agent will take no action regarding the withholding.

13.15 Entire Agreement. This Purchase Agreement (including any attached addenda) contains the entire agreement between the parties and the instructions between Closing Agent and the parties. All prior statements and representations, whether oral or written, are superseded by this Purchase Agreement. The terms of this Purchase Agreement may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. Buyer and Seller further intend that this Purchase Agreement shall constitute the complete and exclusive statement of its terms. No addition or modification of any terms of this Purchase Agreement shall be effective unless set forth in writing and signed by Buyer and Seller. NO SELLER'S REPRESENTATIVES HAVE AUTHORITY TO MODIFY THE TERMS IN THIS PURCHASE AGREEMENT NOR ANY AUTHORITY WHATSOEVER TO MAKE ANY REFERENCE, REPRESENTATION OR AGREEMENT NOT CONTAINED IN THIS PURCHASE AGREEMENT AND NO REFERENCE, REPRESENTATION OR AGREEMENT NOT CONTAINED IN THIS PURCHASE AGREEMENT SHALL BE BINDING UPON SELLER OR IN ANY WAY AFFECT THE VALIDITY OF THIS PURCHASE AGREEMENT OR FORM ANY PART OF THIS PURCHASE AGREEMENT.

13.16 No Representations or Warranties. Buyer acknowledges and agrees that, except as specifically set forth in this Purchase Agreement, Buyer is not relying upon any agreements, understandings, inducements, promises, representations or warranties, express or implied (collectively, "**Representation(s)**") made by Seller's Representative, including, without limitation, any Representations relating to: (i) Seller's obtaining any loan for Buyer or guaranteeing that Buyer will qualify for or obtain any loan, (ii) the investment potential of the Property, (iii) the future market value of the Property or other residences in the Community, (iv) the existence or preservation of any existing or future view from the Property or the Home, or (v) future development or traffic patterns in any area adjacent to the Property or the Community or any future use or development of adjacent properties, including, whether such areas will be developed or concerning (a) sales price, (b) methods of marketing and sale, (c) leasing, (d) product type (i.e., single family detached, condominiums, etc.) and density, (e) home and yard size, (f) architectural design, (g) elevations, (h) property configuration, (i) building material and cost, or (j) use (i.e., residential, commercial or industrial) or any other matter concerning such areas. Seller and/or other developers shall have complete discretion as to the matters set forth in the preceding sentence (subject, however, to applicable governmental requirements). Buyer acknowledges that neither Seller nor any of Seller's Representatives has made any oral representations that are not in written form. Buyer has not made representations (written or otherwise), inquiries, or conditions to Seller, nor has Seller acknowledged receipt of such by signature of Seller. Buyer acknowledges that any representation or warranty must be in writing. Buyer expressly waives any claim for damages or for cancellation of this Offer because of any Representations actually or allegedly made by Seller's Representatives, other than as expressly contained in this Purchase Agreement, the Community Disclosure Statement, the Limited Warranty, or other documents provided to Buyer by Seller.

Buyer's Initials

Buyer's Initials

Buyer's Initials

Buyer's Initials

13.17 Interpretation of Documents. Seller's Representatives are not authorized to explain or interpret this Purchase Agreement or any other documents covering or pertaining to the purchase of the Property. Buyer represents to Seller that Buyer, in making a decision to purchase the Property, has not received or relied upon explanations or interpretations made by Seller's Representatives. Buyer has been advised to have all legal documents reviewed by an attorney.

13.18 Attorneys' Fees. To the fullest extent available under applicable law, Seller and Buyer waive any right to recover any attorneys' fee from the other in any legal proceeding, including an arbitration, in relation to this

Purchase Agreement, the Limited Warranty, the Property and all Disputes subject to arbitration under this Purchase Agreement. Each party shall bear its own attorney's fees and costs.

13.19 Addenda. The Addenda that are checked below are incorporated into this Purchase Agreement and are part of this Purchase Agreement. Please read these carefully.

- | | |
|--|--|
| <input type="checkbox"/> Additional Terms Addendum | <input checked="" type="checkbox"/> Montgomery County Addendum |
| <input checked="" type="checkbox"/> General Disclosure Addendum | <input checked="" type="checkbox"/> Montgomery County Disclosure of Property Tax Credit for Accessibility Improvements |
| <input checked="" type="checkbox"/> Options Addendum | <input checked="" type="checkbox"/> Homeowners Association Addendum |
| <input checked="" type="checkbox"/> Incentive Addendum | <input checked="" type="checkbox"/> Water and Sewer Charges Addendum |
| <input type="checkbox"/> Model Home Addendum | <input checked="" type="checkbox"/> New Home Warranty Plan Disclosure |
| <input checked="" type="checkbox"/> Independent Inspectors Policy Addendum | <input type="checkbox"/> Frederick County Addendum |
| <input type="checkbox"/> Occupancy Addendum | <input type="checkbox"/> Condominium Addendum |
| | <input type="checkbox"/> Anne Arundel County Addendum |
| | <input checked="" type="checkbox"/> Deposit Disclosure |

**SELLER'S NEW HOME ADVISOR RECEIPT
FOR THE EARNEST MONEY DEPOSIT**

(NEW HOME ADVISOR'S SIGNATURE DOES NOT CONSTITUTE SELLER'S SIGNATURE OR ACCEPTANCE OF THIS PURCHASE AGREEMENT BY SELLER)

By:

Authorized New Home Advisor

Name: Julie O'Givie

Date:

ACCEPTANCE BY SELLER

Tri Pointe Homes DC Metro, Inc., a Delaware corporation

By:

Name: Stephanie Lynch

Title: Vice President of Sales

Acceptance Date:

BUYER:

Daniel Lee Ensign

Date

Abigail Lauren Ensign

Date

Date

Date



Community: AMALYN SFA
 Phase #: AMALYN SFA
 Homesite: F003

12435 Park Potomac Avenue, Suite 600, Potomac, MD 20854
 301-803-4800

INCENTIVE ADDENDUM

This Incentive Addendum ("Addendum") is attached to and amends and supplements that Purchase Agreement ("Purchase Agreement") between Buyer and Seller for the Property referenced in the Purchase Agreement. Each capitalized term used but not defined in this Addendum has the meaning given to that term in the Purchase Agreement. If there is a conflict between the terms of this Addendum and the Purchase Agreement, this Addendum will prevail. To the extent certain terms of this Addendum may be "checked" or otherwise indicated to apply, such provisions shall only apply and be a part of this Addendum if so "checked" or otherwise indicated to apply.

AFFILIATE INCENTIVES. The Lender Affiliate Incentive and Title Company/Closing Agent Affiliate Incentive described in **Sections 1.1** and **2.1** below shall be referred to herein collectively as the "**Affiliate Incentive**".

1. Lender Affiliate Incentive. In order to qualify for the Lender Affiliate Incentive described below, Buyer shall: (a) perform all obligations of Buyer pursuant to the Purchase Agreement and not be in default thereunder, and (b) Buyer shall use TRI Pointe Connect and close the purchase of the Property by financing the purchase of the Property with the Designated Lender.

1.1 Lender Affiliate Incentive Credit. If Buyer satisfies the requirements set forth in this **Section**, then, at Closing, Buyer shall receive the following credit(s) in the aggregate amount of \$15,000.00 ("Lender Affiliate Incentive"):

- \$15,000.00 to be used towards Closing Costs; and/or
 \$0.00 to be used towards the cost of Options, ordered pursuant to an Options Addendum and/or Options Amendment

2. Limitations. The Affiliate Incentive may not exceed any applicable maximum imposed by regulation. In the event of any change in regulatory policy, Seller shall reduce the Affiliate Incentive so that it does not exceed applicable maximums. The Affiliate Incentive may only be used as a credit towards Options and/or Closing Costs, as indicated above, and may not be used to pay any other portion of the Purchase Price. The Affiliate Incentive will be reflected at Closing upon satisfaction of all conditions precedent. No credit shall be issued for any portion of the Affiliate Incentive that is not used. There shall be no cash rebate associated with any of the Affiliate Incentive.

3. No Obligation. The lender Buyer chooses to finance the Property is Buyer's sole decision. Buyer is not obligated to use TRI Pointe Connect or the Designated Lender or participate in Seller's Affiliate Incentive program. Buyer understands that a consequence of not using TRI Pointe Connect or the Designated Lender or participating in the Affiliate Incentive program is that Buyer will not be eligible for the Affiliate Incentive described above. A copy of the Affiliated Business Arrangement Disclosure has been previously provided by Seller to Buyer.

4. Election. (check one):

- Yes, Buyer elects to participate in Seller's Affiliate Incentive program and agrees to satisfy the conditions listed above as a condition to receiving the Affiliate Incentive described above. Buyer understands that if Buyer does not satisfy all of the conditions set forth in **Section 1**, Buyer shall have no right to receive the Affiliate Incentive provided for herein.

- No**, Buyer does not wish to participate in Seller's Affiliate Incentive program. Buyer understands the one result of this choice is Buyer will not be eligible to receive the Affiliate Incentive described above.
- No**, Buyer has opted to pay cash to purchase the Property and, as such, is not eligible to participate in Seller's Affiliate Incentive program.

DESIGN STUDIO INCENTIVE. At Closing, Buyer shall receive a credit of \$20,000.00 to be applied toward the cost of Options selected at the Design Studio ("Design Studio Incentive"). All Options must be selected within the timeframes set forth in the Options Addendum and ordered via an Options Addendum or Options Amendment. Any applicable Options Deposits shall be due from Buyer, as set forth in the Options Addendum or Options Amendment, and the Design Studio Incentive may not be used to pay for any of the Options Deposits. The Design Studio Incentive may only be used as a credit towards the cost of Options and may not be used to pay any other portion of the Purchase Price. The Design Studio Incentive will be reflected at Closing upon satisfaction of all conditions precedent. No credit shall be issued for any portion of the Design Studio Incentive that is not used. There shall be no cash rebate associated with any of the Design Studio Incentive.

CLOSING COSTS INCENTIVE. At Closing, Seller shall pay up to \$5,000.00 toward Closing Costs ("Closing Costs Incentive"). Prior to being applied against any Closing Costs, the Closing Costs Incentive shall be reduced by the amount of all other mandatory payments made by Seller pursuant to applicable law to be applied against Closing Costs. The Closing Costs Incentive may not exceed any applicable maximum imposed by regulation. Seller shall reduce the Closing Costs Incentive in accordance with any applicable regulatory policy, including with regard to any change in regulatory policy, so that the Closing Costs Incentive does not exceed applicable maximums. The Closing Costs Incentive may only be used as a credit towards Closing Costs and may not be used to pay any other portion of the Purchase Price. No credit shall be issued for any portion of the Closing Costs Incentive that is not used. There shall be no cash rebate associated with any of the Closing Costs Incentive.

BUYER:

Daniel Lee Ensign

Date

Abigail Lauren Ensign

Date

Date

Date

SELLER:

Tri Pointe Homes DC Metro, Inc., a Delaware corporation

By:

Date

Name: Stephanie Lynch

In Process



Community: AMALYN SFA
 Phase #: AMALYN SFA
 Homesite: F003

12435 Park Potomac Avenue, Suite 600, Potomac, MD 20854
 301-803-4800

OPTIONS ADDENDUM

This Options Addendum ("Addendum") is attached to and forms a part of the Purchase Agreement by and between Buyer and Seller ("Purchase Agreement"), concerning the purchase of the Property referenced in the Purchase Agreement. Initially capitalized terms used but not otherwise defined in this Addendum shall have the meanings set forth in the Purchase Agreement. If there is a conflict between the Purchase Agreement and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control.

1. OPTIONS. Seller may, but has no obligation to, offer Buyer Options that may be installed in the Home or Property. Seller reserves the right to limit, modify or condition Options offered. Options may be financed in Buyer's loan, if any, so long as the Property satisfies any appraisal requirements, and regardless of whether the cost for such Options is paid in full prior to Closing, the cost for such Options shall be included as part of the Purchase Price. All Options must be installed or constructed by Seller or its authorized agents, representatives or independent contractors.

2. OPTIONS SELECTION DATES. Unless already chosen by Seller as of the Purchase Agreement Date, Buyer must make all Options selections within the timeframes set forth below:

Structural Selections	On or before October 31, 2023
Home Technology Selections	On or before November 30, 2023
Design Studio Selections:	On or before November 30, 2023

Seller recommends that Buyer does not delay the ordering of any Options still available for the Home and Property. Some or all Options may not be available, due to the stage of construction of the Home. The timeframes listed above are subject to change due to scheduling conditions and at the sole discretion of Seller, and such changes may require that certain selections be finalized earlier than the timeframes listed above.

3. ORDERING OPTIONS. Depending upon the timing of Buyer's selections, Buyer's selected Options will be ordered using this Addendum or an Options Amendment and such order is not deemed made until this Addendum or any Options Amendment, as applicable, is signed by Buyer and Seller's duly authorized signatory, and Buyer has paid the necessary Options Deposits, as detailed below. Seller shall have no obligation to order any Options until this Addendum or any Options Amendment, as applicable, is fully executed by Buyer, Buyer has paid the required Options Deposit and Seller has approved the Options by signing this Addendum or an Options Amendment, as applicable. Buyer's selection of Options will be final and binding when made. If Buyer fails to timely make Options selections and/or make the required Options Deposit, Seller may (but is not obligated to): (i) select Options for Buyer; or (ii) deem Buyer in default under the Purchase Agreement, retain Buyer's Deposits as liquidated damages, and terminate the Purchase Agreement by delivering a notice of termination to Buyer. Buyer and Seller acknowledge that it would be extremely difficult and impractical to ascertain the actual damages suffered by Seller if Buyer defaults under the Purchase Agreement. Therefore, the amount of liquidated damages under the Purchase Agreement, together with those amounts set forth herein, are intended as a reasonable estimate, and not as a penalty, of Seller's actual damages resulting from Buyer's default, which damages will include, without limitation, the cost of administering the Purchase Agreement and the cost to take the Property off the market while the Purchase Agreement remains in effect.

4. SELLER'S APPROVAL RIGHTS. Seller will have the right to approve, in its sole discretion, all Options selected by Buyer for the Home or the Property. In the event Seller disapproves of Buyer's Options selection, Buyer shall cooperate with Seller in making alternative selections.

5. OPTIONS DEPOSITS. Prices of all Options are subject to change without notification prior to Buyer making an Options selection and entering into this Addendum or an Options Amendment, as applicable. Current pricing will be quoted at the time of Buyer's selection of Options. For any Options ordered pursuant to this Addendum, Options Deposits are due when Buyer executes this Addendum and for Options ordered after the Purchase Agreement Date, Options Deposits are

due upon execution of the applicable Options Amendment. All Options Deposits are payable to Seller by personal check, certified check, cashier's check or wire transfer or any other means acceptable to Seller. If Buyer completes the purchase of the Property, the Options Deposit received shall be applied against Buyer's required down payment on the Purchase Price of the Property and any improvements.

5.1 Options Deposit Policy. Except as required by law, Options Deposit amounts shall be established at Seller's discretion and shall equal the **greater** of either: (a) \$_____; or (b) 25% of the total retail price of the Options ordered by Buyer notwithstanding any Option incentives, credits or discounts Buyer may receive.

6. REFUNDABILITY OF OPTIONS DEPOSITS. Options Deposits are refundable to Buyer if, prior to Closing, Buyer is not in default under the Purchase Agreement **and** one of the following situations applies:

6.1 Seller is in default under the Purchase Agreement;

6.2 Buyer has tried to qualify for financing to purchase the Property under **Section 6** of the Purchase Agreement but was declined, and Buyer terminates the Purchase Agreement pursuant to its **Section 6.2.6** prior to the Loan Approval Due Date; or

6.3 If Buyer has an Existing Residence Contingency that has not terminated at the time the Buyer delivers to Seller an Existing Residence Termination Notice under **Section 2.2.6** of the Purchase Agreement, then Options Deposits will be refunded **only to the extent** Options have not been ordered by Seller or Seller has not taken substantive steps toward the construction or installation of Options at the time of the termination.

7. CHANGE OR CANCELLATION OF OPTIONS. After this Addendum or any Options Amendment has/have been signed, no change or cancellation can be made by Buyer with respect to the selected Options, even if Options selections cut off dates set forth above have not yet expired, unless: (i) Seller consents in writing by execution of an amendment, which consent may be withheld in Seller's sole and absolute discretion, and (ii) Buyer delivers a \$500 change fee payable to Seller and any other fees due and payable pursuant to such amendment. This fee is not applicable to the Purchase Price.

8. UNAVAILABILITY OR DELAY OF OPTIONS. If Buyer has selected any Options which Seller later determines are not available or cannot be delivered on a timely basis and Seller determines that such delay is expected to delay Closing, Seller shall deliver notice to Buyer ("**Options Notice**"). After Buyer has received the Options Notice, Buyer shall within the time period set forth in such notice either (i) select alternative Options, or (ii) cancel the order for such Options described in the Options Notice and receive a refund from Seller in the amount of the Options Deposit attributable to such Options. Seller's inability to obtain or to timely obtain any Options, or Buyer's failure to select alternative Options as provided above, shall in no event entitle Buyer to terminate the Purchase Agreement or delay Closing. If Buyer fails to select either of the alternatives (i) or (ii) provided above within the time period set forth in the Options Notice, Seller shall have the unilateral right to return the Options Deposits for such unavailable or delayed Options and install standard items or finishes instead.

9. FINANCING. Buyer is responsible for confirming whether Lender will finance the cost of Options before finalizing the selection of Options. Buyer acknowledges that the appraised value of the Property (or the amount of any Loan) may not increase in direct proportion to the price increase attributable to the addition of some Options. If for any reason Lender determines that the appraised value of the Property is too low for Lender to fund the Loan in the amount sought by Buyer, Buyer will timely: (i) provide Seller or Closing Agent, as applicable, the additional cash toward the Purchase Price necessary to purchase the Property, (ii) provide written notice to Seller and Closing Agent that the appraised value of the Property is too low for Lender to fund the Loan in the amount sought by Buyer, and (iii) otherwise cooperate in documenting the deposit of additional cash. Except as provided in **Section 6.8** of the Purchase Agreement in no event shall any appraisal issue affect Buyer's obligation to purchase the Property as provided in the Purchase Agreement.

10. ADA LAWS. Seller makes no representations that Options are compliant with current federal, state or local disability accessibility laws, including, without limitation, the Fair Housing Amendments Act or state codes (collectively referred to as "**ADA Laws**"). Buyer acknowledges that (i) Seller's installation of Options is an accommodation to Buyer and does not imply or concede the applicability of any specific ADA Laws, (ii) Seller's installation of Options does not include the installation of any other feature required pursuant to the ADA Laws; and (iii) compliance with the ADA Laws shall not be implied by the fact that Options have been installed in the Property.

11. OPTIONAL AND STANDARD ITEMS. Various marketing materials which Seller uses may generally refer to certain construction components and other amenities, some of which are standard and some of which are optional. Whether or not any such component is standard or optional for the Community, it may be available only within certain home(s) which may or may not include the Home. Even in those cases where Options are available, it is possible that such Options will be used only in certain areas of the Home rather than throughout.

12. DUTY TO INVESTIGATE. Prior to selecting Options, Buyer should verify dimensions of electronics, furniture and other items Buyer intends to place on, in or around such Options to ensure there will be adequate space for the equipment. In addition, because equipment and appliance requirements vary, Buyer is advised to determine correct amperage and voltage needs. Diagrams provided by Seller are not to scale, and actual dimensions may vary from what was installed in the model home.

13. OPTIONS ORDER. (Check One):

- Buyer is NOT ordering Options as of the Purchase Agreement Date.
 Buyer is ordering Options as of the Purchase Agreement Date and the following provisions apply:

13.1 Options Order. Buyer hereby orders from Seller the Options set forth on Exhibit A attached to this Addendum for installation at the Home and/or Property. Exhibit A is incorporated into this Addendum and is subject to the terms and conditions set forth in this Addendum. The price for such Options is set forth on Exhibit A and shall be part of the Purchase Price of the Property.

13.2 Options Deposits. Buyer has previously delivered or shall concurrently with Buyer's signature on this Addendum deliver the sum of \$17,463.00 as Options Deposits. If Buyer completes the purchase of the Property, the Options Deposits received shall be applied against the Purchase Price of the Property. The Options Deposits constitute "Deposits" under Section 5 of the Purchase Agreement.

BUYER:

In Process

Daniel Lee Ensign

Date

Abigail Lauren Ensign

Date

Date

Date

SELLER:

Tri Pointe Homes DC Metro, Inc., a Delaware corporation

By: _____

Date

Name: Stephanie Lynch
Title: Vice President of Sales

EXHIBIT A

BUYER OPTIONS ORDER

[Attached]

EXHIBIT A WILL ONLY BE ATTACHED IF BUYER
IS ORDERING OPTIONS AS OF THE PURCHASE AGREEMENT DATE

In Process



Community: AMALYN SFA
 Phase #: AMALYN SFA
 Homesite: F003

12435 Park Potomac Avenue, Suite 600, Potomac, MD 20854
 301-803-4800

DEPOSIT RECEIPT

Buyer(s): Daniel Lee Ensign
 Buyer(s): Abigail Lauren Ensign

Dated: October 30, 2023

Type	Amount	Method	Status	Date Due	Date Paid	Reference Number
Earnest_Deposit	\$50,000.00	Personal_Check	Paid		October 30, 2023	244
Builder_Option_Deposit	\$17,463.00	Personal_Check	Paid		October 30, 2023	244

Buyer and Seller have or will enter into that certain Purchase Agreement ("Purchase Agreement"). All terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement. Seller acknowledges receipt of the foregoing deposit(s) provided by Buyer(s). Seller's acceptance of the foregoing deposit(s) does NOT constitute acceptance of any offer by Buyer(s) or the creation of any agreement between Buyer(s) and Seller, including, without limitation, any agreement to sell Buyer(s) a home, commence/continue construction on a home, and/or provide/install any option or upgrade to a home. By initialing below, Buyer(s) expressly acknowledges that the terms of the Purchase Agreement between Buyer(s) and Seller, including any addendum or amendment thereto, shall exclusively govern the rights and responsibilities of the parties with respect to the foregoing deposits.

BUYER:

Daniel Lee Ensign

Date

Abigail Lauren Ensign

Date

Date

Date



Community: AMALYN SFA
 Phase #: AMALYN SFA
 Homesite: F003

12435 Park Potomac Avenue, Suite 600, Potomac, MD 20854
 301-803-4800

SPECIFIC LOT ADDENDUM AMALYN

This Specific Lot Addendum ("Addendum") is attached to and forms a part of the Purchase Agreement by and between Buyer and Seller ("Purchase Agreement"), concerning the purchase of the Property referenced in the Purchase Agreement. Initially capitalized terms used but not otherwise defined in this Addendum shall have the meanings set forth in the Purchase Agreement. If there is a conflict between the Purchase Agreement and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control. Buyer acknowledges that Buyer understands that certain of the disclosures contained in this Addendum may apply to the Property, and others apply to other properties in the Community.

1. ADDITIONAL REQUIREMENTS [Lots A1, A15, C13, D8, D9, D18, E6, E14, E22, E52, F8, F18, G17, G28, H1, H17, and H41 ONLY]

Buyer acknowledges that Buyer has been informed that, due to the location of the Property, additional options may be required (such as, but not limited to, additional windows, shutters and enhanced landscaping requirements). Buyer acknowledges that Buyer has been informed that the Property may be subject to certain restrictions.

2. WATER & SEWER EASEMENT [LOTS C5-C29, D4-D18, E6-E22, E39-42, E45, E47, E49, E51, E52, F1-F34, G17-G28, H1, H41-H51, K1, K10-K18, L2 -L8 ONLY]

Buyer acknowledges that Buyer has been informed that the Property will be subject to a Water & Sewer Easement as shown on the WSSC Water and Sewer Extension plans. You may not erect any temporary or permanent structures or fences within the Easement area.

3. HOA ACCESS EASEMENT [LOTS C8, C21-C29, E6-E35, E39, E42, E45, E47, E49, E51, E52, F1-F34, G17-G28, H1, H41-H51, K1, K10-K18, L2-L8 ONLY]

Buyer acknowledges that Buyer has been informed that the Property has an HOA Access easement for maintenance purposes. The HOA and their sub-contractors may enter into the Property for Maintenance purposes.

4. CONSERVATION EASEMENT [LOTS A1, A2, D5, E15- E17, H1-H4, ONLY]

Buyer acknowledges that Buyer has been informed that some portions of Amalyn are encumbered by one or more conservation easements or other restrictions limiting or affecting uses of the property. Maryland law requires that the Seller deliver to you copies of all conservation easements on or before the day the Purchase Agreement is entered into. Buyer should review all conservation easements carefully to ascertain your rights, responsibilities, and obligations under each conservation easement, including any requirement that after the sale Buyer must inform the new owner of the conservation easement at the sale of the property. Recorded in Montgomery County Land Records Book 60541 Page 94.

Buyer acknowledges that you understand that certain of the disclosures contained in this Addendum apply to the Property, and others apply to other properties in the Subdivision.

BUYER:

Daniel Lee Ensign

Date

Abigail Lauren Ensign

Date

SELLER:

Tri Pointe Homes DC Metro, Inc., a Delaware corporation

By:

Name: Stephanie Lynch

Date

Title: Vice President of Sales

In Process



Community: AMALYN SFA
 Phase #: AMALYN SFA
 Homesite: F003

12435 Park Potomac Avenue, Suite 600, Potomac, MD 20854
 301-803-4800

AMALYN COMMUNITY DISCLOSURE STATEMENT

INTRODUCTION

Welcome to Amalyn ("Community"), a residential development of Amalyn Bethesda, a Tri Pointe Homes DC Metro, Inc.("Seller"). We are pleased Buyer ("Buyer") have decided to purchase one of our new homes in the Community ("Property"). The Property is located in the City of Bethesda ("City"), County of Montgomery ("County"). All references to "Home" in this Disclosure Statement refer to the entire "Property" (as "Property" is defined in the Purchase Agreement which may include a single-family dwelling located on a separate legal lot or a condominium, appurtenant easements and any other items described in the Purchase Agreement).

The purpose of this Community Disclosure Statement is to inform Buyer of various community specific matters that may affect or influence Buyer's purchase of the Home. This Community Disclosure Statement is in addition to the General Disclosure Addendum attached to the Purchase Agreement. Please take time to carefully review this entire Community Disclosure Statement and the General Disclosure Addendum. Keep in mind that the disclosures included in this Community Disclosure Statement are in addition to any disclosures set forth in the General Disclosure Addendum and any other disclosures provided by Seller to Buyer. The matters addressed in this Community Disclosure Statement do not constitute an exhaustive and complete list. The information included in this Community Disclosure Statement is current as of the date of issuance. Seller has no control over much of the information contained in this Community Disclosure Statement or any of the other disclosures provided by Seller, which information is subject to change without notice. Further, Seller does not undertake any obligation to advise Buyer of any changes to the information contained herein. Buyer is encouraged to independently verify the information contained herein and to contact the individuals, agencies and/or firms identified to obtain the most current information.

Seller strongly recommends that Buyer visit the Community and drive around the surrounding general vicinity on at least several occasions on different days and at different times to become familiar with the physical and other conditions and to determine whether there are material factors that might affect Buyer's decision to purchase a residence in the Community. Since Seller cannot predict every circumstance that may be material to Buyer, it is imperative that Buyer satisfy rself about the decision to purchase by personally investigating all matters of concern to Buyer.

Please sign and initial where provided to acknowledge Buyer's receipt and review of this Community Disclosure Statement, and to acknowledge that Seller has made Buyer aware of the important information it contains about Buyer's legal rights and obligations, and that Buyer is accepting the items contained in this Community Disclosure Statement prior to making a decision to purchase. If more than one person is purchasing the Property, each person executing the Purchase Agreement must initial each of these pages.

Defined terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement and in the Declaration of Covenants, Conditions, Easements, and Restrictions for Amalyn Bethesda Homeowners Association, Inc.

GOVERNANCE OF THE COMMUNITY

1. Association and Governing Documents. When Buyer purchases a home in the Community, Buyer will automatically become a member of the Amalyn Bethesda Homeowners Association, Inc. ("Association"). The Association has been formed to manage and govern the Community and Buyer will be subject to the Declaration of Covenants, Conditions, Easements and Restrictions for Amalyn Bethesda Homeowners Association, Inc., and any Supplementary Declarations/Declarations of Annexation recorded pursuant thereto (collectively, "Declaration"). The rights and obligations of the Association are also set forth in the Bylaws of the Association ("Bylaws") and Articles of Incorporation of the Association ("Articles").

In addition to being responsible for managing and maintaining the Association Property and any other areas designated for maintenance by the Association in the Declaration, the Association will be responsible for: (a) design review pursuant to the Association adopted Architectural Guidelines and Rules, (b) the collection of assessments as described in the Declaration, (c) the enforcement of the use restrictions set forth in the Declaration, and (d) the enforcement of Association adopted rules and regulations for the Community "**Rules and Regulations**". The Declaration, Bylaws, Articles, Architectural Guidelines and Rules and the Rules and Regulations are referred to collectively herein as "**Governing Documents**".

2. Declarant. The Declarant under the Declaration (as defined below) is WCTL Amalyn LLC, a Delaware limited liability company.

3. Mandatory Alternative Dispute Resolution. The Declaration, and Purchase Agreement include certain provisions which require certain disputes between the homeowners, **the Association**, and/or Seller and related parties be resolved through mandatory alternative dispute resolution procedures. By using such procedures to resolve disputes, there will be no jury trials in connection with the disputes resolved under these procedures. In addition, by purchasing a home within the Community, Buyer waives any rights to bring a class action lawsuit against Seller. Prior to purchasing the Home, Buyer is advised to review the Declaration and Purchase Agreement carefully to ensure Buyer is willing to participate in such alternative dispute resolution process.

THE COMMUNITY

4. Affordable Housing Areas. The Community has been planned to provide a range of residential housing including affordable homes. Seller complies with all state and federal fair-housing requirements (which prohibit discrimination) and with state and locally mandated affordable housing requirements (which require providing housing and apartments for citizens with incomes at certain levels less than the average median income for the area). In connection with the development of the Community, the County and Seller have entered into an affordable housing agreement ("**Affordable Housing Agreement**") which requires the construction of certain affordable housing units within the Community. For further information concerning the details of the affordable housing plan, Buyer may obtain a copy of the Affordable Housing Agreement from the new home gallery.

5. Noise from Amenities. Residents who live in the vicinity of Community amenities such as tot lots, and recreation facilities will likely experience higher than normal noise from pedestrian traffic and other disturbances associated with the use of these facilities. Buyer acknowledges that noise generated from the use of Community amenities is not within Seller's control. It is Buyer's responsibility to determine the location of the Home in relation to these facilities.

6. Basin. A temporary detention basin ("**Basin**") will be located within the Community. The primary purpose of this Basin is to collect surface water runoff from the Community and to facilitate and regulate the flow and quality of water that is discharged. The area around the Basin will be fenced from public access and is not intended for recreational uses during any periods. The Basin will be owned and maintained by the Declarant, and the area around the Basin will be landscaped. As a result, neither Seller nor the Association will have any control over the condition in which the Basin is maintained. The Basin may be visible from certain areas within the Community. It is expected that this Basin will contain water during seasonal rains and may contain water at all times of the year. The Basin may be unsightly and may create odors that last a month or more. The Basin is a potential water hazard. Buyer acknowledges and agrees

that animals and children should be closely watched to prevent accidental drowning and other such injuries around the water hazards.

7. Parking.

a. **Parking: Disabled Spaces Provided.** The Community includes a certain number of disabled parking spaces ("Disabled Parking Spaces") at the clubhouse/recreation center; however, the number of buyers who will ultimately need a disabled parking space is unknown. Buyer agrees that there is no guarantee that Disabled Parking Spaces will be available to Buyer or their guests.

b. **Parking During Construction.** While the Community is under construction, surface parking spaces may be modified by adding final paving and striping, during which time, Buyer will not have the use of these spaces.

c. **Parking for Guests.** Guest parking spaces within the Community may only be used by guests and may not be used by owners of the residences for parking of their personal vehicle. Guest parking is provided on a first-come, first-served basis.

d. **Parking in Garage and on Driveways Only.** Pursuant to the Declaration, Buyer's vehicles may be parked in their garage, and on driveways only to the extent that such occupants possess more vehicles than can be accommodated in the garage. Any Invitee of an occupant shall park his/her vehicle in the driveway of that occupant, or on a street within the Community that is designated for parking by the County. The garages shall be used for parking automobiles only and shall not be converted for living or recreational activities. Garage doors shall remain closed at all times except to allow entry or exit of a vehicle or person to or from the garage.

8. Recreational Facilities. If developed as planned, the Community may include recreational facilities consisting of a clubhouse and swimming pool and Tot Lots ("Recreational Facilities"). The Recreational Facilities are being built by the Declarant and Seller has no control over the ultimate configuration or completion of the Recreational Facilities. The Declarant reserves the right to modify the architectural design, size, configuration and/or amenities within the Recreational Facilities. Construction of the Recreational Facilities will cause additional traffic, noise, dust and construction hazards during construction hours. Once the Recreational Facilities are open, the use of such facilities may cause noise, night light, the errant flight and/or entry of items of play and other disturbances to Buyer. Buyers living near the Recreational Facilities will likely experience higher than normal pedestrian traffic and other disturbances associated with the use of these facilities. Buyer acknowledges that the condition and hours of operation of the Recreational Facilities may change over time. Once the Recreational Facilities are transferred to the Association, the **Association** will be responsible for the maintenance and operation of the Recreational Facilities and the Association may choose to modify the amenities, services, hours of operation or other aspects of the Recreational Facilities.

9. Satellite Equipment. Satellite equipment may be installed and used within the Community in accordance with the Governing Documents. Seller, however, has provided no assurances or guarantees that any satellite equipment installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of Improvements within and outside of the Community including,

10. Public Utility Easement. The Property is subject to a public utility easement ("PUE") for the benefit of certain utility companies, including, but not limited to, Pepco, Verizon-Maryland, Inc., COX Cable, Washington Gas Light Company of Maryland, and their respective successors and assigns. Buyer may not erect any temporary or permanent structures or fences within the PUE area located on the Property, as shown on the Subdivision Record Plats Nos. 2-10 for Amalyn Bethesda. The PUE is recorded among the Land Records of Montgomery County, Maryland.

11. Covenant For Local Gas Utility Access to Gas Meter. The Property is subject to a covenant for local gas utility access, and that the local gas utility, Washington Gas Light Company ("Washington Gas") shall have access to the natural gas meter located on the Property. The Association shall have the right to enforce this covenant. If Buyer fails to enforce the covenant, Washington Gas shall have the right to take any and all action that is necessary to access the meter, including removing locking devices, or other impediments. This covenant may restrict or prevent installation

of fences or other improvements and that it is the responsibility to familiarize Buyer himself with the covenant and the Association documents to determine the applicability and scope of such restrictions to the Property.

12. Water and Sewer Easements. The Property will be subject to a Water & Sewer Easement as shown on the Washington Suburban Sanitary Commission, (WSSC) Water and Sewer Extension plans. This Easement and Right of Way is recorded among the Land Records of Montgomery County, Maryland. Buyer may not erect any temporary or permanent structures or fences within the Easement area.

13. Streets

a. New Streets. Streets in the Community may remain unfinished for a year or longer after the first buyers move in. Until the final paving of the streets, the gutter edges may not be level with the streets, manhole covers may protrude from the streets, and the road surface may be irregular in other respects. In addition to the foregoing, surface parking spaces may be modified when final paving/striping is added.

b. No Street Parking. Portions of the Community may be subject to street parking limitations. Private streets within the Community, will be subject to the rules and regulations of the Association, as well as restrictions imposed upon such private streets as set forth in the Declaration. Public streets bordering the Community are subject to local government laws.

c. Private Streets. Some streets within the Community are private and will become the property of the Association as the Community is developed. The Association will have the obligation to maintain the streets which are owned by the Association. All private streets and parking areas are subject to the Governing Documents and all applicable governmental requirements. The streets may not be one hundred percent completed prior to Closing for the Home. Record in Montgomery County Land Records Book 54062 Page 338

d. Public Streets. All streets providing access to the Community are public. As a result, the restrictions set forth in the Declaration do not govern activity within the public streets and neither Seller nor the Association has any control over maintenance or upkeep of such public streets.

e. Sidewalk Conditions. The streets in the Community may not be bordered by sidewalks on both sides. Pursuant to the requirements of the County, some streets in the Community may have sidewalks on one side of the street only. Consequently, there may not be a sidewalk between the Home and the street adjacent to the Home.

f. Speed Bumps. There may be speed bumps within the public roadways within the Community. These speed bumps may or may not slow traffic and may increase suspension and alignment problems with Buyer's vehicle or vehicles driven by Buyer's guests. The speed bumps may cause increased noise in the Community from braking and acceleration of vehicles in the vicinity of the speed bumps.

g. Streetlights. Streetlights on the communities' private streets will be installed by the developer in accordance with any applicable public utility company specification(s). It is common in new communities for the streetlights to be installed but not energized until all residents move in. As a result, streets may be dark, and visibility may be limited at night. Seller has no control over or the authority to energize streetlights. The public utility company will energize streetlights based on its schedule and on the availability and location of power sources. Seller makes no representation regarding the location of the streetlights, the brightness of the streetlights and/or any reflection from glare that may occur on the Home.

14. Deferred Transportation. There may in the future be costs of deferred transportation-related facility charges for which Buyer will be responsible for paying. Buyer agrees to be responsible for and to pay such costs and charges.

15. **Temporary Slope Easement.** The Property is subject to a Temporary Slope Easement adjacent, contiguous and parallel to the public street right of way lines granted to Montgomery County, Maryland (the "County") and shown on the Subdivision Record Plats for Amalyn. The Temporary Slope Easements shall be extinguished at such time as the public improvements on the abutting public street have been lawfully completed and accepted for maintenance by the County.
16. **Public Access Covenant.** The **Property** contains a Public Access Covenant granted to the public the non-exclusive right to access, use, and traverse the walkways and sidewalks. Recorded in Montgomery County Land Records Book: 60521 Page: 108

THE HOME

17. **Backflow Devices (Sewer).** A sewage backflow device may have been installed on the Home. If so, this has been installed to prevent the possibility of sewage from backing up into the Home in the event of a blockage in the main sewer line to the street. This valve is provided on residence(s) where the finish floor elevation is lower than the nearest upstream manhole rim. The backflow device is usually installed at the exit point from the home where the sewage is carried to the sewer main. Although Seller believes that the backflow device has been installed in accordance with the industry standards, it should periodically be inspected and cleared of debris in order to maintain access in the event of an emergency.

18. **Backflow Devices (Fire Sprinkler).** A potable water backflow prevention assembly device for fire sprinklers may be installed on the Home. This device is usually installed in proximity to the water meter located in the front yard or parkway area. The potable water backflow prevention assembly device is required by the local water authorities to prevent the possibility of cross use of potable water designated for fire sprinkler use and the potable water designated for household use.

Potable water that remains in the water lines for fire sprinkler use over long period of times has the potential to become stale and contaminated. The purpose and design of the backflow prevention assembly device is to prevent the water reserved for fire sprinkler use from reentering the potable water source used for the Home. The backflow prevention assembly device cannot be removed or bypassed. Removal, disconnection, non-compliance or bypassing the backflow prevention assembly device may result in termination of water service to the Home by the County and/or the local water district.

Annual testing and certification may be required on all backflow prevention assembly device(s). The cost of any certification, repairs and/or replacement will be the sole responsibility of the Owner. Buyer is advised to contact the County for additional information regarding testing requirement.

19. **Fire Hydrant Access.** In the event of an emergency, the Fire Department must be able to locate a fire hydrant quickly. If a fire hydrant is located in front of the Home, Buyer must keep the fire hydrant clear of obstructions. Buyer is responsible for the maintenance, trimming and/or removing of landscaping and objects obstructing the view of a fire hydrant located in front of the Home. Buyer is further subject to all local governmental and Fire Department regulations and setback specifications. Buyer should contact the Fire Department and the appropriate local governmental agency for further information.

20. **Fire Sprinkler System.** The Home will be equipped with a fire sprinkler system that is required by the County Fire Marshall. The sprinkler systems are heat sensitive and should not be exposed to an open flame. Buyer acknowledges that Seller is not responsible for any damage to the Home caused by the activation of the sprinkler system. The fire sprinkler system will require routine maintenance by each buyer to ensure the system is functioning properly. It is Buyer's sole responsibility to maintain the sprinkler system in the Home. The fire sprinkler heads are in a set location and cannot be removed or moved to another location within the Home. Buyer is advised to consider the location of the fire sprinklers when placing furniture. The fire sprinkler system in the Home will be installed according

to local building code standards. The purpose of the sprinkler system is to aid in the control of fires. Seller makes no warranties as to the effectiveness of the sprinklers. Tampering with or modifying any components of the fire sprinkler system installed in the Home is strictly prohibited and will void any applicable warranty. Seller cannot remove, relocate, alter or make any adjustments to the location of the fire sprinkler head(s). Although Seller believes that the fire sprinkler system is installed in accordance with the industry standards, it should periodically be inspected and remain clear of all obstruction in order to provide maximum protection in the event of an emergency. Caution should be used when working around the system; paint or any other coatings applied over the factory finish of the fire sprinkler or cover plate will void all warranties.

21. Garage Approaches/Driveways; Low- and High-Profile Vehicles. Due to site design and field conditions, the transition between the street and [garage approach/driveway], and/or between the [garage approach/driveway] and the garage (all of which are commonly known as the “Apron”) serving Buyer’s Property may be constructed at a steep angle. Buyers driving low profile or low road clearance vehicles may be unable to “clear” the Apron without making contact between the vehicle and ground (i.e., the vehicle may “bottom out”). Buyers are encouraged to enter the [garage approach/driveway] and garage at a slow speed to prevent damage to their vehicles. Buyers with high profile or lifted vehicles may also be unable to pass through the upper portions of the garage entry or door and the garage ceiling without making contact. The design of the Apron may vary from residence to residence. It is Buyer’s responsibility to determine whether the [garage approach/driveway] and garage are satisfactory for Buyer’s needs and to verify that the height and angles of the Apron will provide adequate clearance for Buyer’s vehicles. Buyer may also experience clearance issues in other streets and driveways in the Community.

22. Heating and Cooling. Heating and cooling systems are provided in the Home. When the heat is turned on, cold air will be pumped out of the system for the first few seconds. This is normal operation for the heating unit. Prior to move-in, Seller will balance the HVAC system servicing each residence. Any future adjustments by Buyer to the HVAC vents may result in uneven airflow. No humidification or dehumidification of the Home is provided by Seller. Buyer is responsible for all maintenance of the HVAC system in the Home. Maintenance of HVAC condensers must be performed in accordance with the recommendations in the Owner Maintenance Manual. Most of the HVAC systems in the Community are located on the ground, roof, on patios or on decks. Buyer will be responsible for maintaining the HVAC unit servicing the Home. Buyer is advised to review the exhibit for the Home to verify the location of the HVAC system servicing the Home. Noise from the HVAC system servicing the Home or other homes may be audible including within the Home.

23. Rent Ordinances. If Buyer decides to rent or lease the Home, Buyer acknowledges and accepts Buyer will be subject to the County's rental restrictions and requirements. These laws change frequently. Buyer should contact Montgomery County, MD for additional information. Additionally, Buyer is strongly advised to review and discuss any questions with legal counsel or a certified public accountant who is knowledgeable regarding business, real estate and tax issues for the area. A copy of the lease must be sent to the HOA Board of Directors and the HOA management company.

24. Private Storm Drain and Management Easement. Buyer’s Property is subject to a Private Storm Drain and Management Easement as shown on the Plats entitled “Amalyn Bethesda Subdivision”. Buyer acknowledges that Buyer has been informed that this private storm drain and management easement will be the responsibility of the Amalyn Homeowners Association for maintenance of the drainage systems and plantings. Buyer may not change or add/reduce plantings. However, it is Buyer’s responsibility to keep the easement area free of debris so as not to impede drainage. The easement is record among the Montgomery County Land Records Book 58268 Page 42.

25. Storm Water Management Right of Entry Easement. Property is subject to a Storm Water Management Right of Entry and Maintenance Agreements. Buyer acknowledges that Buyer is aware that the County law provides for certain inspections, maintenance, and repair responsibility and may enter the property. Recorded in Montgomery County Land Records Book 62640 Page 473.

SURROUNDING USES

26. Surrounding Uses. There are many different land uses currently occurring in the vicinity of the Community. All of these uses generate a variety of impacts which may be considered by some to be nuisances. Seller has no control or responsibility for surrounding uses and the impacts and/or nuisances associated with such use. Seller strongly recommends that Buyer drive and walk around or otherwise carefully investigate the Community and the surrounding area at various times of the day and night to become familiar with local conditions such as traffic, noise, nuisances, weather conditions, current and prospective future development, and other factors. Buyer should assess Buyer's sensitivities to these conditions prior to executing a Purchase Agreement because different conditions may impact the purchasing decision on an individual basis.

27. Airports and Heliports. The Property is located within 5 miles of the following **heliport:** Med Star Suburban Hospital and Walter Reed National Medical Center. Residents may frequently see, hear and have frequent interference of certain activities by aircraft and/or helicopters operating to and from the airport. Neither Buyer nor Seller have any control over the operations at the Airport or Heliports, including, but not limited to, the types of aircraft, flights, the flight patterns of the aircraft, airport 1st, nighttime operations, flight plans, frequency of flights, aircraft navigational lights, radar towers, facilities and related equipment. Prior to entering into the Purchase Agreement for the purchase of the Home, Buyer should visit the Community at different times to determine whether aircraft noise will affect Buyer's use and enjoyment of the Home.

28. Fire Station. A fire station is situated approximately 1.3 miles from the Community. This fire station may create noise, traffic congestion, and other nuisances. There is no representation made about Buyer's safety merely by the presence of the fire station.

29. Highways. Portions of the Community are located adjacent to Interstate 270 Spur and the Interstate 495 Beltway. In addition, there are other regional, local arterial and interior roads in the vicinity of the Community that may cause noise within the Community or traffic congestion on the roadways near the Community. These road system improvements are subject to modifications, approvals, and improvements made by the State, County or City. For example, alignments may be changed, proposed extensions may be deleted or changed and roadway improvements within the vicinity of the Community may be added. Buyer may experience noise from use of these roads as well as other problems associated with traffic congestion in the area of the Community. The Community will have a sound wall installed by the developer.

30. Future Uses. Seller makes no representations about future land uses on adjacent or nearby properties. Plans for redevelopment of any adjacent property could have an effect on the Community. Seller does not control the land use or zoning of the adjacent properties Seller does not own. For property Seller does own, Seller may apply to change the approved used of such land based upon market conditions. Because general plans and zoning are subject to change, we encourage Buyer to check with the **County** regarding proposed land uses in the surrounding vicinity of the Community.

31. Hospital. A hospital is located approximately 1-2 miles from the Community. There may be traffic, siren noise and lights including helicopter activity resulting from the use of the hospital. There is no representation made about Buyer's safety merely by the presence of the hospital.

32. School: Potential Site. A potential Montgomery County school site has been designated in the vicinity of the Community. The school, if constructed, will be constructed in accordance with the standards and needs of the Montgomery County School District. It is possible that the school site(s) will have lighted fields. Buyer may experience, among other things, glare from bright lights, noise and increased traffic in connection with the public's use of the school. For more information, please contact the Montgomery County School District.

MISCELLANEOUS DISCLOSURES

33. Buyer Obligation to Investigate. Buyer represents to Seller that: (a) Buyer has completed his/her own independent investigation regarding (i) the area surrounding the Community, and (ii) all facts that are in any way important or incidental to Buyer in deciding to purchase the Home; and (b) that Buyer has not relied on any disclosed items as his/her single source of information regarding the same. Nothing contained herein is meant to imply that any of the matters discussed herein are more or less important than any items not described herein. Buyer has been advised by Seller and Seller's agents and is hereby advised to seek the advice of independent tax, legal, and financial consultants regarding all matters provided herein or any other matter that may influence Buyer's decision to purchase the Home. Buyer is deemed to know all matters of public record, including, without limitation, all laws, rules and regulations.

34. Headings Disclaimer. Headings in this Community Disclosure Statement are included for reference purposes only and do not affect the meaning of any provisions of this Community Disclosure Statement.

If Closing occurs, Buyer will be deemed to have approved the information contained in the Community Disclosure Statement and supplemental disclosures, if any, and to have released, dismissed with prejudice, and forever discharged Seller, its broker, their representatives, employees, directors, officers, agents, insurers, attorneys, predecessors, successors, assigns, both past and present, and all firms, persons, associations, venturers, co-venturers, partners, co-partners, contractors, engineers, subcontractors, subsidiaries, parents, affiliates or corporations connected therewith, and each of them (collectively, for purposes hereof only, "**Seller**") from any and all claims, debts, liabilities, demands, obligations, costs, expenses, attorneys' fees, actions, and causes of action of every nature, character, and description, whether legal, equitable, statutory, or contractual, which Buyer have held, now hold, or may hold in the future, whether known or unknown, against Seller, directly or indirectly arising out of or related to the supplemental information disclosed; provided, however, that nothing contained herein shall be construed to void and/or limit the Limited Warranty.

In Process

BUYER'S ACKNOWLEDGMENT

Buyer's Acknowledgment of Receipt of Community Disclosure Statement

I acknowledge that I have received, read, and accepted all the contents of this Community Disclosure Statement. I also realize that it contains important information affecting my rights and obligations and I have familiarized myself with its contents. I acknowledge that information contained in this Community Disclosure Statement is subject to change and that Seller has no control over surrounding uses.

Daniel Lee Ensign

Date

Abigail Lauren Ensign

Date

Date

Date

Homesite: F003

In Process



Community: AMALYN SFA
 Phase #: AMALYN SFA
 Homesite: F003

12435 Park Potomac Avenue, Suite 600, Potomac, MD 20854
 301-803-4800

GENERAL DISCLOSURE ADDENDUM

This General Disclosure Addendum ("Addendum") is attached to and forms a part of the Purchase Agreement by and between Buyer and Seller ("Purchase Agreement"), concerning the purchase of the Home referenced in the Purchase Agreement. Initially capitalized terms used but not otherwise defined in this Addendum shall have the meanings set forth in the Purchase Agreement. If there is a conflict between the Purchase Agreement and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control.

The general disclosures set forth in this Addendum provide Buyer with the general information which Buyer needs to be aware of in connection with Buyer's purchase of the Property. Buyer will also receive a disclosure which sets forth information about the specific Community in which Buyer is purchasing the Property. Buyer is advised to review all disclosures which Buyer receives since these disclosures may impact Buyer's decision to purchase the Home. While Seller has endeavored to provide a comprehensive list of what may be important to Buyer, the disclosures provided by Seller are not an exhaustive and complete list. Buyer is encouraged and advised to conduct Buyer's own independent investigations regarding the Home, the Community, the surrounding land uses and any other matter that may be of significance to Buyer. All references to "Community" shall refer to the community in which the Home is located.

- 1. MAXIMUM LOAN INTEREST RATE.** The maximum loan interest rate Buyer is obligated to accept shall comport with applicable law.
- 2. NOTICE OF RIGHT TO APPEAL PROPERTY TAX.** Pursuant to the requirements of Section 10-709 of the Real Property Article of the Annotated Code of Maryland, Buyer acknowledges that Buyer has been informed as follows: "If any real property is transferred after January 1 and before the beginning of the next taxable year to a new owner, 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."
- 3. NOTICE OF WATER AND/OR SEWER CHARGES.** In the event the Property is subject to a fee or assessment for any deferred water and/or sewer charges for which Buyer may be liable, Buyer will be provided with a Notice of Water and Sewer Charges Addendum, pursuant to the requirements of Section 14-117 of the Real Property Article of the Annotated Code of Maryland.
- 4. MARYLAND HOME BUILDER REGISTRATION ACT DISCLOSURES.** The follow Notice is provided for any Property located outside of Montgomery County:

Seller is a builder licensed in the State of Maryland under the Maryland Home Builder Registration Act. Seller's Maryland Home Builder Registration Number is 57. Buyer has received the Consumer Information Pamphlet of the Maryland Consumer Protection Division provided to Buyer in accordance with the Maryland Home Builder Registration Act. The Home will be constructed in accordance with all applicable building codes in effect at the time of construction of the Home. In constructing the Home, Seller shall comply with performance standards and guidelines that are equal to or more stringent than those guidelines adopted by the National Association of Home Builders which are in effect as of the date of the Purchase Agreement and such performance standards and guidelines shall prevail in the performance of the Purchase Agreement and any arbitration or adjudication of a claim arising under the Purchase Agreement.

- 5. NOTICE TO BUYER CONCERNING THE CHESAPEAKE AND ATLANTIC COASTAL BAYS CRITICAL AREA.** 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.

6. ENERGY EFFICIENCY DISCLOSURE. Pursuant to the requirements of Section 4.5-603 of the Business Regulation Article of the Annotated Code of Maryland, Seller is required to provide written information about any energy-efficient options, including a statement that tax credits may be available related to energy-efficient options that are available for installation in the Home before construction of the Home is completed. No energy-efficient options are available for the Home or the Property before construction of the Home is completed. Consequently, no tax credits are available for energy-efficient options available for installation in the Home before construction of the Home is completed. Pursuant to Section 14-117 of the Real Property Article of the Annotated Code of Maryland, a Buyer must acknowledge that Buyer was provided the above information regarding energy-efficient options. Buyer's signature to this Addendum shall constitute such acknowledgment by Buyer that Buyer has been provided such information as set forth herein.

7. CONSERVATION EASEMENT NOTICE. This Property is encumbered by one or more conservation easements or other restrictions limiting or affecting uses of the property. Maryland law requires that the Seller deliver to the Buyer copies of all conservation easements on or before the day the contract is entered into. The Buyer should review all conservation easements carefully to ascertain the Buyer's rights, responsibilities, and obligations under each conservation easement, including any requirement that after the sale the Buyer must inform the owner of the conservation easement of the sale of the Property.

By signing below Buyer acknowledges that Seller has delivered to the Buyer copies of all conservation easements encumbering the Property.

Buyer's Initials

Buyer's Initials

Buyer's Initials

Buyer's Initials

Seller's Initials

8. REAL ESTATE GUARANTY FUND DISCLOSURE. Buyer is protected by the real estate Guaranty Fund of the Maryland Real Estate Commission for up to \$50,000 as set forth in Section 17-404 of the Business Occupations and Professions Article of the Annotated Code of Maryland.

9. PROTECTION OF HOMEOWNERS IN FORECLOSURE ACT NOTICE. Buyer and Seller acknowledge that, under Sections 7-310 and 7-313 of the Real Property Article of the Annotated Code of Maryland, if the Property is occupied by Seller (or Seller's spouse under a use and possession order) and any mortgage on the property is 60 days or more in default when the Purchase Agreement is executed, Seller has the right to rescind the Purchase Agreement within 5 days of the latter of (1) Purchase Agreement execution; (2) the date all parties sign a Statement about Tenancy if the Purchase Agreement includes a provision allowing the Seller to occupy the Property after settlement. Any provision in the Purchase Agreement or other agreement that attempts or purports to waive any of Seller's rights under Section 7-310 is void.

10. STATEMENT RELATING TO RECORDATION OR TRANSFER TAXES. SECTION 14-104 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND PROVIDES THAT, UNLESS OTHERWISE NEGOTIATED IN THE PURCHASE AGREEMENT OR PROVIDED BY LOCAL LAW, THE COST OF ANY RECORDATION TAX OR ANY STATE OR LOCAL TRANSFER TAX SHALL BE SHARED EQUALLY BETWEEN A BUYER AND SELLER OF REAL PROPERTY.

11. RIGHT OF BUYER TO SELECT OWN BUSINESS PARTNERS. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, BUYER MAY, AT BUYER'S SOLE COST AND EXPENSE, SELECT BUYER'S OWN TITLE INSURANCE COMPANY, SETTLEMENT COMPANY, ESCROW COMPANY, MORTGAGE LENDER OR FINANCIAL INSTITUTION (AS DEFINED IN THE FINANCIAL INSTITUTIONS ARTICLE OF THE ANNOTATED CODE OF MARYLAND) OR TITLE LAWYER. SELLER SHALL NOT BE PROHIBITED FROM OFFERING BUYER FINANCING AS A CONDITION OF SETTLEMENT.

12. SALES REPRESENTATIVE DISCLOSURE. THE SALES REPRESENTATIVE (SELLER'S NEW HOME ADVISOR) WORKS FOR THE HOME BUILDER (SELLER), WHICH MEANS THAT HE OR SHE MAY ASSIST THE BUYER IN PURCHASING THE PROPERTY, BUT HIS OR HER DUTY OF LOYALTY IS ONLY TO THE HOME BUILDER (SELLER).

13. WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY. Cyber-crimes involving e-mail breaches and wire fraud are on the rise in the real estate industry. Buyer is advised to exercise extreme caution to ensure that funds for the purchase of the Property are delivered to Seller. Hackers may attempt to induce fraudulent wire transfers by impersonating Seller or Closing Agent, communicating with Buyer and providing new wiring instructions or routing information that ultimately direct Buyer's funds to a fraudulent account. In some instances, hackers may provide false phone numbers to attempt to verify the modified wiring or funds transfer instructions.

To minimize exposure to possible wire fraud, Buyer is advised to:

- i. **Never rely on e-mails or other forms of communication** purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- ii. **Always verify wire instructions** prior to wiring or electronically transferring any funds. Obtain the phone number of Seller or Closing Agent (where applicable) at the beginning of the transaction. Do not use a phone number or account number included in any e-mailed transfer instructions that you are unable to verify. Do not send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- iii. **Orally confirm that the wire transfer instructions are legitimate by dialing an independently verifiable phone number.** Always confirm via phone call using a verifiable phone number the bank routing number, account numbers and other codes from the sending party prior to taking steps to initiate the transfer the funds.
- iv. **Avoid sending personal information** in e-mails or text messages. Again, pick up the phone and call a real, verifiable person prior to initiating the wire transfer.
- v. **Secure your e-mail.** Create complex passwords, change your passwords frequently, and use secure wireless connections.

Buyer's Initials

Buyer's Initials

Buyer's Initials

Buyer's Initials

Seller's Initials

For more information on wire-fraud scams or to report an incident, please visit the following links:

- Federal Bureau of Investigation. <http://www.fbi.gov>
- Internet Crime Complaint Center. <https://www.ic3.gov/default.aspx>
- National White Collar Crime Center. <https://www.nw3c.org/>
- On Guard Online. <https://www.consumer.ftc.gov/features/feature-0038-onguardonline>

14. FLUCTUATION OF MARKET VALUE AND BENEFIT OF PROPERTY OWNERSHIP. Seller makes no representations or warranties with respect to future price changes on other homes in the Community, and reserves the right to adjust prices upward or downward without notice or obligation. Seller and Seller's Representatives make no representations that the Property's value will at any time in the future either retain or be higher than its value at the time of purchase. A decrease in value prior to Closing shall not be grounds for Buyer to terminate the transaction. Buyer hereby acknowledges that at no time has Seller's Representatives made any representations or warranties regarding tax benefits, value of the property, price appreciation or depreciation, or future pricing adjustments.

15. PROMOTIONAL MATERIALS; CHANGES AND VARIATIONS IN CONSTRUCTION AND FEATURES.

Information contained in Seller's authorized promotional materials is accurate as of the date of publication. The items listed in Seller's brochure pertaining to the Community, with the exception of Options listed as such or as shown on floor plans, were being offered as of the date of the brochure except where indicated otherwise. Some of those items were manufactured and supplied by other companies for installation. Seller reserves the right to substitute manufacturers and to modify, relocate or eliminate any or all of the features, Options, specifications, plans, utilities, design or shape thereof without notice or obligation to any Buyer. Seller reserves the right to make adjustments, modifications, and revisions to construction improvements due to various reasons, including the substitution of a certain manufacturer and any changes in applicable building codes.

16. INSURANCE. Buyer is solely responsible for determining the type and quality of insurance required to adequately insure the Property including, without limitation, the Home located thereon, personal property, and personal liability for ownership of the Property. Buyer is solely responsible for determining if natural disaster insurance is required for the Property. If any insurance is required by Lender, Buyer is responsible for obtaining that insurance prior to Closing. It is recommended that Buyer seek the advice of an insurance professional to determine the type, quality and amount of insurance that will adequately cover Buyer.

17. FLOOD RISKS AND FLOOD INSURANCE. The governmental designation of the location of a flood plain related

to the Property is not an absolute assurance that flooding will not affect the Property, even if the Property is outside a designated flood plain area. Flood plain maps are based on historical statistical data that may change from time to time and may not reflect current conditions. In addition to a flood plain designation, there can be other circumstances and conditions that could result in flood damage to the Property. Seller makes no representations or warranties in this regard and does not provide either advice related to insurance or insurance related to flooding. SELLER STRONGLY RECOMMENDS BUYER CONSULT WITH BUYER'S INSURANCE AGENT TO DETERMINE IF BUYER SHOULD OBTAIN FLOOD INSURANCE.

TO THE FULLEST EXTENT ALLOWED BY LAW, BUYER (FOR THEMSELVES AND FOR THEIR AGENTS, HEIRS, SUCCESSORS, EXECUTORS, SUBROGEEES, ATTORNEYS AND ASSIGNS) HEREBY RELEASES SELLER, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS OF AND FROM ANY AND ALL, PRESENT AND FUTURE, CLAIMS, DEMANDS CAUSES OF ACTION AND DAMAGES, OF WHATEVER KIND AND NATURE (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FOR PERSONAL INJURY, NEGLIGENCE, BREACH OF WARRANTY, OR STRICT LIABILITY), THAT ARISES OUT OF OR IN ANY WAY RELATES TO FLOOD RISKS AND FLOOD INSURANCE, THE SUITABILITY OF THE PROPERTY AND THE SURROUNDING SUBDIVISION FOR RESIDENTIAL HABITATION, AND THE SUITABILITY OF THE MATERIALS AND COMPONENTS INCORPORATED INTO THE IMPROVEMENTS LOCATED ON THE PROPERTY FOR USE IN A RESIDENTIAL STRUCTURE.

18. PRIVACY. Buyer acknowledges that Seller provided Buyer with the opportunity to consult and review Seller's privacy policy (including any region-specific statements of Buyer's privacy rights) in the form available on Seller's website. Buyer hereby consents to Seller's use of Buyer's personal information for internal and external purposes consistent with such privacy policy, and directs Seller to provide Buyer's information to Buyer's affiliates and service providers, including, without limitation, trade contractors, vendors, settlement service providers, equipment manufacturers/distributors/sellers and ISPs, to the extent necessary or advisable for Seller to satisfy its obligations pursuant to the Purchase Agreement, agreements or other covenants related to the Community, or applicable law or regulation.

19. INTERACTIVE MEDIA. Seller may have prepared interactive media to reflect the design currently contemplated for the elevations and exterior appearance of the Home and the amenities available at the Community. The exterior design, architectural treatments and details, materials and colors shown in the interactive media will differ from those ultimately resulting after construction of the homes in the Community. Seller reserves the right to make modifications to the homes and Community during construction from that shown in any interactive media. In addition, Buyers should be aware that any landscaping depicted on the scale model is solely for illustrative purposes and bears no relation to the size, amount or type of landscaping that will be installed in the Community. Seller makes no representation as to whether common areas, fences or walls, or adjacent property depicted on the interactive media accurately reflect actual existing or future conditions.

20. INVESTMENT. Seller is not making any representations, guarantees, or warranties with respect to prospective tax benefits, investment or other benefits of owning the Property, or regarding appreciation or depreciation in the value or equity which Buyer may receive. Buyer must make an independent determination of all these issues before proceeding to purchase the Property.

21. MARKETING STRATEGY. Seller reserves the right to implement any legal marketing program as deemed necessary to market homes within the Community. This includes, without limitation, the use of homes signs, flags, banners, special on-site events, and media advertising. Seller also reserves the right to price homes at the current market value in an effort to sell homes in the Community. There are other marketing strategies and incentive plans not noted herein, which Seller reserves the right to implement or discontinue. Buyer hereby acknowledges Seller's rights as stated above and understands that on-site marketing programs and events may cause increased traffic congestion and use of on-street parking spaces.

22. MANUFACTURED ITEMS WARRANTIES. To the extent that manufacturers' warranties for the manufactured consumer products included in the Home (e.g., water heater, air conditioning, dishwasher and other household appliances) exist and Seller is in receipt of same, such warranties shall be provided to Buyer at or prior to Closing.

23. CONSTRUCTION ACTIVITIES. There may be ongoing construction surrounding the Community which may result in noise and traffic, excessive dust and dirt, restrictions of egress and ingress into and around the Community or the Home, erected scaffolding, building materials and debris located within and adjacent to the construction area (such as nails and screws that could affect Buyer's vehicle and bicycle tires), and parking restrictions during construction hours due to construction worker's vehicles and deliveries. Further, due to the ongoing construction and sales activity, public infrastructure, public and private utilities (e.g., water, electricity, telephones, cable television, sewers, storm drains, etc.) within the Community and/or servicing the Home may be temporarily interrupted and/or adversely affected. Buyer agrees to exercise extreme caution and to observe all signs which may be posted when driving through a construction zone.

24. MOVING IN. Buyer may encounter difficulty moving furniture into the Home. Some homes have narrow and/or multiple staircases that make it difficult to move furniture in and out. Certain items may not fit through doorjambs or in the hallways or staircases inside the Home. Buyer should examine the dimensions of Buyer's furniture and other personal belongings in relation to the access routes used when moving.

25. MAIL DELIVERY. As a general rule, the United States Postal Service ("Postal Service") no longer provides curbside delivery to new communities. Additionally, the Postal Service may not deliver mail to the group or clustered mailboxes until a certain number of residents have moved into the Community, in which case, Buyer will be required to go to the post office to pick up and send out Buyer's mail until such time as the Postal Service commences delivery of mail to the Community. When the Postal Service commences delivery of mail to the Community, group or clustered mailboxes will likely be installed/utilized at one or more delivery points in the Community, and the location of these mailboxes will be determined by the sole discretion of the Postal Service. The mailbox sites, equipment type, and method of delivery may change from time to time in the Postal Service's sole discretion. Once a location is determined by the Postal Service, Buyer and/or the homeowners association may not move the mailboxes. Depending upon the location of the Home, Buyer may have to walk a long distance to reach his or her mailbox. Seller does not control the timing or availability of mail service to Buyer or the Community and Seller is not responsible for providing any mail service to Buyer or the Community.

26. NO RIGHT TO ARCHITECTURAL PLANS. The architectural and design plans for the homes in the Community are for the sole use of Seller. Seller reserves the right to change maps, floor plans, exteriors, specifications, and prices without notice. All architectural and design plans, exhibits and documents are proprietary and cannot be used by any third parties. Buyer understands that it is the policy of Seller not to release architectural and design plans to owners, contractors or their agents for any reason.

27. MAPS, BROCHURES AND RENDERINGS. Seller may provide brochures, renderings, maps, plats, graphs, diagrams, plans, virtual tours, website content or other information relating to the Community and which may include information such as elevations, lot dimensions, setbacks, house orientation, driveway locations, utility structures, rear yard dimensions, easements, common areas, etc. This information is for general informational purposes only and Seller makes no representation or warranties that these documents accurately reflect actual site conditions.

28. COMMUNITY FINANCING APPROVALS. Seller may obtain Community financing approvals from the Federal National Mortgage Association ("FNMA" or "Fannie Mae"), the Federal Housing Administration ("FHA") and/or the United States Department of Veterans Affairs ("VA") for some or all of the Community. Such approvals allow qualified owners and buyers to obtain loans that will be purchased, insured or guaranteed by FNMA, FHA and VA, respectively. Seller makes no representation or warranty that the Community will qualify for FNMA, FHA or VA Community approval in the future, even if Community financing approvals are initially obtained. The number of owners who are delinquent in paying their assessments, the number of investor owners in the Community, the amount of Association reserves and other matters affect the availability of FNMA, FHA and VA financing and Community approvals. If Seller does not obtain such approvals or if such approvals lapse in the future, it may be more difficult to finance or refinance the purchase of a home in the Community.

29. HOME PRICES. Seller prices its homes based on a variety of factors. Seller makes no representation to Buyer as to why one home has a different price than another or why the Home is priced at the set amount. Buyer should not infer from a difference in home price from one home to another that particular attributes are present or lacking; pricing does not imply, create or negate any representation as to any home. Seller may, at any time and without notice, elect to increase or decrease the sales price and/or to modify the terms and conditions of sale of other homes in the Community.

30. SECURITY. Seller has not undertaken any efforts to provide security for the Community or for any person, personal property or home in the Community. All vehicles and bicycles should be kept locked at all times, and are subject to theft and vandalism. Seller does not make any representations or warranties concerning the safety of persons, vehicles, personal property or homes in the Community. Seller is not a provider of security and has no duty to provide security on or around the Community. Seller reserves the right, but does not have any obligation, to install and operate security cameras at its construction sites. The purpose of any such security cameras is to discourage theft and vandalism at construction sites. Seller reserves the right to review security camera tapes for security monitoring purposes. The security camera tapes are for the sole use of Seller; provided, however, that such tapes may be provided to law enforcement agencies and insurers in the sole discretion of Seller. Buyer understands that it is the policy of Seller not to release security camera tapes to owners, contractors or their agents for any reason.

31. TOPOGRAPHICAL TABLE. Any topographical table in the new home gallery is an artist's conception and is not to scale. It is meant to provide a general overview of the Community. The grading plans, available at the new home gallery,

describe the grading and lot information. Any topographical map does not reflect all use easements with accuracy. Actual lot lines are described on the final map which is available in the new home gallery for review.

32. ALARM SYSTEM. If Buyer purchases an alarm system from Seller, Buyer specifically waives any claims against Seller as a result of any failure of the alarm system to warn, frighten off, or alert anyone about intruders or any other problems. The sale of such system to Buyer by Seller is not a guarantee or warranty against criminal acts.

33. APPLIANCES, FIXTURES AND OTHER COMPONENTS. Because appliance model numbers and specifications change frequently based on manufacturer changes and discontinued models, the Home may not include the exact model numbers with the exact specification ordered by Buyer. Seller will use reasonable efforts to use a current and closest replacement model to the original specification.

34. AS BUILT CONDITIONS. In connection with Buyer's purchase of the Home, Seller may provide Buyer with marketing materials. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

35. LOT LINE ADJUSTMENTS. This section is not applicable if the Home is a condominium. Buyer acknowledges the lot lines for the Home may not conform to the exact specifications shown to Buyer at the time the Home was purchased. Lot lines for each lot within the Community are depicted on the final map. On occasion, the size, shape or configuration of lot lines as shown on the final map may be changed pursuant to the recordation of a "**Lot Line Adjustment**" in the official records of the county in which the Property is located ("**County**"). The original lot lines designated on the final map are superseded by the effect of the recorded Lot Line Adjustment. Lot Line Adjustments change the shape and configuration of the boundaries of the legal lots and may have the effect of increasing or decreasing the square footage of the lot. Lot Line Adjustments may have been necessary for a variety of reasons, including, without limitation, governmental requirements, utility requirements and as-built conditions. Buyer is advised to consult with a sales representative to confirm whether a Lot Line Adjustment was made between the time Buyer entered into a Purchase Agreement and Closing.

36. STUCCO. The Home may be stuccoed. Stuccoed homes also are susceptible to cracking due to expansion and contraction and is to be expected during the lifetime of the Home. This is normal and does not reduce the function of the stucco in any way. Cracking will be more noticeable on smooth finished stucco but is inherent to all finishes. Stuccoed homes also are susceptible to efflorescence. This is a natural process inherent to stucco and masonry walls in which mineral deposits gradually come to the surface when the stucco is exposed to moisture. With the passage of time this may appear as white crystalline deposits, especially along cracks. While it occurs on all stuccoed and masonry walls, it is especially noticeable on walls painted with darker colors. Since both of these occurrences are natural to stucco and masonry walls, Seller does not warranty these items except as required under applicable law.

37. TILE.

37.1 Tile Warning. Buyer may be given the option by Seller to have ceramic or other tile flooring installed in certain areas of the Home. In addition, Buyer may elect to have tile flooring installed in other areas at Buyer's expense. Buyer confirms that Buyer has received the warnings concerning tile flooring set forth below, and agrees to the limitations set forth below upon the responsibility and obligations of Seller with respect to any tile flooring which may be installed in the Home. Regardless of the manner of installation, and despite correct installation, tile flooring installed on a concrete slab or framed subfloor may suffer substantial cracking. This cracking can occur from normal earth settlement or from normal expansion and contraction of the underlying concrete slab. It is not possible to prevent the possibility of cracking occurring over a period of time.

37.2 Duration and Conditions of Warranty and Responsibility. Buyer understands that Seller has consulted with tile subcontractors and has instructed them to utilize the method they currently believe is the most likely to provide maximum protection from future cracking. If Buyer chooses to have tile flooring installed by a subcontractor other than Seller's subcontractor, Seller will provide no warranty and Seller will not have any liability or responsibility for any cracking or problems in the tile flooring installed for any reason.

38. COMMUNITY NOISE. The noise level within the Community varies depending on the day of the week and time of day. Noise levels may be higher with the increase of traffic, type of motor vehicle being driven, number of children traveling through and playing within the Community and type of pets being walked. Pedestrian, equestrian and wildlife trails may create additional noise. Seller does not represent or warrant that the noise level will be constant and remain unchanged on any particular day of the week. Prospective purchasers should frequent the Community and other communities containing

those uses proposed for the Community to experience and hear the type of noises and noise levels. Residents may create noise when entering and exiting the garage areas. Also, regularly scheduled trash collection may occur during early morning hours and these vehicles may create noise and odors within the Community.

39. FUTURE IMPROVEMENTS. In addition to obtaining the approvals required under the restrictive covenants applicable to the Property, Buyer must consult the appropriate governmental department to determine whether there are any restrictions or required permits pertaining to alterations of the Property before commencing any landscaping or improvements. Before Buyer begins any grading, excavating, filling or constructing any improvements to the Property (e.g., pools, spas, planters, sidewalks, decks, patios, patio covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional and should take necessary precautions in designing and installing such improvements to comply with all applicable laws and regulations and to avoid damage to the Property and other improvements which may result from existing soils conditions. The Property may be subject to special restrictions such as floor area ratios, height restrictions or sight distance requirements, as well as easements, that will impact design of future improvements. Buyer should also obtain a geology report prior to constructing a swimming pool or spa. Seller makes no guarantee that any future improvements, including swimming pools or spas, can be installed in the Property.

40. DROUGHT/WATER AVAILABILITY. Certain geographic areas within the United States are prone to droughts or long periods of extremely dry weather. During these periods, the city/county/water district may limit the availability of water to the Community or implement a water rationing program, and the price of water to the Community may increase significantly. There may also be insufficient water for landscaping or other purposes and the city/county/water district may even prohibit the use of water for landscaping during periods of drought. Due to restrictions imposed by the city/county/water district, homeowners and/or the homeowners association (if any) may be limited in, or restricted from, watering landscaping. Additionally, the price of water may become so high in the future that the homeowners association or homeowners may elect to voluntarily discontinue watering landscaping within the Community. Seller makes no representations or warranties regarding, and has no control over, the availability of water, the cost of water or the future fate of common area landscaping in the Community if water service is changed in the future. For more information about water pricing and rationing, please contact the city/county and/or water district. Seller makes no representations about continued water availability within the Community or the appearance of any landscaping within the Community due to drought conditions.

41. DRYWALL PANELS AND FINISHES. Drywall panels are placed over the wall studs, joists, rafters and beams. Drywall is typically used to finish window openings. Drywall panels will not completely eliminate variations in the dimension and plane of wood framing members. Metal and/or plastic trim (i.e., corner bead) is used at corners, window edges, soffits and ceilings. They are designed to be filled with finish compounds. These trim metals and plastics provide a durable finish but cause the wall plane to "flare" at the metal or plastic edge. Panel joints and seams are taped and coated with finish compounds. Fasteners are coated with finish compounds to cover the small "dimple" in the surface of the drywall panel. Progressive applications of finish compounds are required to cover the joints, fasteners, and seams. In some cases, the normal finishing of these joints, fasteners, and seams will cause a subtle "bulge". When the finishing process is complete, the walls and ceilings receive a texture coat. In certain lighting conditions (i.e., up-lights placed close to the walls and sunlight at certain times of the day), irregularities and variations in the wall plane or intersection of vertical and horizontal panels may be evident. These variations are normal.

42. EXTERIOR COLOR SCHEME. Buyer acknowledges that the exterior color schemes viewed at the new home gallery or design studio may be a shade lighter or darker than the Home. They may also vary from the model homes. Window trim color may change per elevation and/or trim color may vary with exterior color scheme. Adjustments to color schemes prior to Closing are not allowed, and adjustments after Closing are subject to architectural review and approval in accordance with the terms of the restrictive covenants applicable to the Property. Specific color scheme numbers for the Home may be available in the new home gallery.

43. FIREPLACES. A fireplace may be offered as an Option or included as a standard feature for the Home; provided however, that Seller may not offer or include fireplaces on some or all homes in the Community. Heat (and sometimes smoke) generation/emanation is part of the normal functioning of fireplace units. If a fireplace installed in the Home is a non-wood gas appliance, then Buyer should not burn wood, presto logs or any other combustible products in such fireplace appliance. Even though certain fireplace units are intended for decorator purposes only and are not designed to be a heat-generating source, all fireplace units will generate significant heat during operation and remain hot during post-operation cool-down. As such, there is an ever-present risk of heat/smoke damage to items positioned above or near fireplaces (including electronic devices, mirrors, decorative items, wall treatments, artwork and/or other personal property), which risk may be increased due to the lack/removal of mantels, surrounds or media niches that traditionally deflect heat (and sometimes smoke) away from the wall. Before installing a television or other electronic device near a fireplace, it is important to review the temperature and installation recommendations of the electronic device manufacturer and the clearance

recommendations of the fireplace manufacturer. The Homeowner's Manual contains warnings on various aspects of the installation, operation and care of the fireplace. **SELLER DISCLAIMS ANY RESPONSIBILITY FOR (AND BUYER ASSUMES THE RISK OF) DAMAGE TO ELECTRONIC DEVICES, ARTWORK, WALL TREATMENTS, MIRRORS AND/OR OTHER PERSONAL PROPERTY POSITIONED ABOVE, NEAR OR AROUND ANY FIREPLACE TO THE FULLEST EXTENT ALLOWED BY LAW. BUYER RELEASES SELLER AND ITS RELATED COMPANIES, AND THEIR EMPLOYEES AND SUBCONTRACTORS FROM ANY AND ALL LIABILITY FOR ANY INJURY, DEATH, DAMAGE OR LOSS SUSTAINED IN CONNECTION WITH THE USE OF ANY FIREPLACE.**

44. FLOOR LOAD LIMITS. The floors of Home are designed to support weight limits as outlined in the Uniform Building Code. If Buyer currently owns or is planning to purchase heavy furniture or heavy flooring materials, Buyer must confirm with the manufacturer that the weight introduced by these items does not exceed these weight limits. Seller does not accept responsibility for damage caused by Buyer's placing anything on the floors that exceeds the weight limit.

45. GARAGES. Garages in the Community may or may not be large enough to accommodate vehicles such as trucks, sport utility vehicles, vans, mini vans or other large vehicles. Some Buyers may find it difficult to park two vehicles in the garage of their Home. Garage configurations in the Community may vary. Some homes may have a garage with tandem parking, a swing garage, or a porte cochere. As a result Buyer is urged to carefully review the specific garage sizes with respect to the plan that they are intending to purchase, including comparisons of that space with the measurements of the length and width of the vehicles they plan to park in the garage. It is Buyer's responsibility to determine whether the area in the garage, any parking area available for use outside the garage, and the vehicular access route between any garage and the street are suitable for Buyer's vehicle(s).

46. HAND TEXTURED WALLS. The Home may include hand textured walls or Buyer may have selected hand textured walls for the Home. Buyer understands, agrees and acknowledges that the hand textured walls shown in the model homes (and/or any hand textured samples provided to Buyer) represent only a conceptual look for illustration purposes only, and do not reflect the exact result that will be achieved in the Home. By their nature, custom hand textures are unique, imprecise, and incapable of exact duplication, which is exactly what gives them their distinctive character. Each texture job is subject to many conditions that can, and will, affect the overall appearance of the finish. Conditions such as temperature, humidity, hand mixing and application of the texture materials will impact the ultimate finish. Buyer expressly acknowledges that the process utilizes a custom hand texture technique, which produces a "one off" finish and that substantial variation from a sample or model should be expected. Texture can and will fluctuate and will be heavier or lighter and thicker or thinner in comparison to samples and models. Buyer further understands, agrees and acknowledges that hand textured walls may be more prone to visible scratches, dings, chips, scrapes, and imperfections, and may be harder to clean and maintain, than standard textured walls. This is due to the types of materials and processes used to create the hand textured surface. Buyer shall be solely responsible for, and expressly assumes any and all of the foregoing risks of selecting hand textured walls in the Home, including the risk of property damage (including to the Home) and/or personal injury suffered as a result thereof. Seller hereby expressly disclaims any and all liability and/or responsibility for any and all of the foregoing.

47. HOME AUTOMATION. Seller may provide the opportunity for Buyer to purchase certain home automation (i.e., "smart home") features that utilize computers and/or wireless technology to control and monitor appliances and other home functions automatically and/or remotely ("Home Automation") and/or security systems manufactured by unaffiliated third party vendors as part of the home purchase. The Home Automation and security systems may be included as a standard items, or may be offered as an Option for additional cost; provided, however that if cut-off dates have already passed, such features may be unavailable to Buyer.

Buyer understands, agrees and acknowledges that Seller is not responsible for the security of any device (including any data stored thereon) connected to the internet and/or any third party Home Automation service provider's server(s). Buyer is solely responsible for securing his/her own home wireless (Wi-Fi) network(s) and implementing appropriate security precautions to protect Buyer's Home Automation system, computers, and connected devices against threats, including, without limitation, viruses, spam, Trojan horses, worms, time bombs, denial of service attacks, and other malicious intrusions that could result in damage to property (both real and personal) and even personal injury. Home Automation software, applications and/or other content downloaded from the internet may contain viruses that may cause Buyer's Home Automation and/or security system to be hacked, disabled or otherwise compromised. Because maintaining the security of a home network is an important part of ensuring one's safety and protecting one's privacy, Buyer should take precautions (including regularly updating antivirus software, firewalls and operating systems and protecting the confidentiality of passwords) to prevent unauthorized access by others and harm from various forms of viruses.

Buyer understands, agrees and acknowledges that Home Automation and security systems (and related services) are **NOT** provided by Seller; rather, they are provided by unaffiliated third party vendors. If Seller provides the opportunity for Buyer to

purchase such systems, Buyer does so on an "as-is" basis and without warranty. Specifically, Seller does not develop or manufacture the equipment, devices or licensed software utilized in any Home Automation or security system, nor does Seller monitor the same. As such, Seller, is not responsible for any acts or omissions on the part of the manufacturer, vendor or any service provider in connection with any Home Automation or security system purchased by Buyer. To be clear, Seller makes no representation or warranty, express or implied, about the operation, safety, effectiveness, non-infringement, title, merchantability or fitness for a particular purpose of any Home Automation or security product and/or service provided to Buyer by any third party, including, without limitation, Buyer's use of app stores (i.e., third party websites from which you download the mobile apps that work with the Home Automation/security system), third party websites, referred vendors, third party equipment manufacturers/distributors/sellers, ISPs, monitoring companies and wireless carriers. Furthermore, Seller does not warrant that any Home Automation or security system will be complete, error-free, without interruption, free from viruses or other malicious agents (even if anti-virus mechanisms are deployed) and Seller does not warrant that any communication will be transmitted uncorrupted or at any particular speed. Buyer acknowledges an obligation to exercise caution and personal responsibility including adhering to any manufacturer warranty and instructions accompanying Buyer's Home Automation and/or security equipment or any other equipment used in connection therewith.

FINALLY, SELLER HEREBY DISCLAIMS AND BUYER SPECIFICALLY RELEASES AND FOREVER DISCHARGES SELLER AND ITS RELATED COMPANIES, AND THEIR EMPLOYEES AND SUBCONTRACTORS, FROM ANY AND ALL LIABILITY (INCLUDING FROM ANY PAST, PRESENT, AND FUTURE CLAIMS, LIABILITIES, AND DAMAGES, KNOWN OR UNKNOWN) IN CONNECTION WITH ANY PERSONAL INJURY, DEATH, PROPERTY DAMAGE (INCLUDING, WITHOUT LIMITATION, DAMAGE TO THE HOME), INTERRUPTION OR DEGRADATION OF SERVICE, DOWNTIME, DATA LOSS, LACK OF INTERCONNECTIVITY, IDENTITY THEFT, SOFTWARE OR HARDWARE DAMAGE, DAMAGE TO FILES, DAMAGE FROM BURGLARY, ROBBERY AND/OR HOME INVASION, OR OTHER HARM OR LOSSES THAT MAY BE SUSTAINED AT ANY TIME ARISING FROM OR RELATING TO THE INSTALLATION, MAINTENANCE, USE, OR REMOVAL OF BUYER'S HOME AUTOMATION AND/OR SECURITY SYSTEM.

48. LEAD FAUCETS. Faucets commonly manufactured for residential housing traditionally contain lead, which is a known carcinogen. For more information regarding this issue, Buyer should contact the USEP National Lead Information Center at (800) 532-3394, the National Safe Drinking Water Hotline at (800) 426-4791, and/or appropriate state or local agencies.

49. METAL PRODUCT FINISHES. Chrome, brass, bronze and other finishes have their limitations. In time, the protective lacquer may deteriorate from exposure to weather, perspiration, cleaning agents, frequency of use and other factors. Tarnishing or excessive wear of these finishes is, therefore, not a defect, but a normal process which is unavoidable. Under the circumstances, these finishes cannot be guaranteed and products will not be repaired or replaced under the manufacturer's warranties for tarnishing or wear of finishes.

50. MOISTURE/EFFLORESCENCE. Walls, fences and structures are subject to the appearance of white stains, particularly low to the ground. Such staining is often attributable to efflorescence, which involves mineral deposits that are naturally in the soil and in the area's hard water. The appearance of this staining is precipitated by the presence of water and is aggravated by overwatering of landscape, inadvertent direct spraying of sprinkler or other irrigation water on affected surfaces, or both. In certain circumstances, the staining may occur from both minerals in the water and the migration of soil minerals precipitated by overwatering. Further, rain may cause efflorescence to appear at the top of block walls. Cold weather in the winter months can accelerate and accentuate the appearance of efflorescence. In some cases, there may be little or no readily visible efflorescence during the summer months.

51. DRAINAGE. Prior to Closing, the Property will have been graded in accordance with grading and drainage plans for the Community. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices on the Home, Buyer may cause significant and permanent damage to the Home and/or other homes, including, but not limited to, damage to the foundation of the Home or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that improvements such as walkways, landscaping, patios, decks, planters, sprinkler systems, pools, etc., are constructed so as not to alter the established drainage of the Property. Buyer agrees that if the slopes or surface drainage patterns on the Property are altered by Buyer, Seller will not be responsible or liable for any consequences thereof. It is imperative for the homeowner to maintain the drainage throughout the property in accordance with the requirements set forth in the Maintenance Manual.

52. FENCING AND WALLS. Buyer should be aware of what fencing or walls have been or will be constructed surrounding the Property, if any, and the fences and/or walls Buyer will be required to maintain. The exact size, type and location of any fencing or walls will be determined by Seller at the time of their installation. Seller reserves the right to alter,

remove, modify or replace any fencing or walls installed within the Community. Grading lines, fences and walls, if any, installed by Seller may not coincide with the property lines of the Property. Any fence plan is diagrammatic and is only intended to show the type of fencing on a particular home and the approximate location. Often, fences and walls are intentionally offset from property lines to accommodate slope conditions, drainage patterns, common area or open space restrictions, or for other reasons. If Buyer intends to install a pool in the future the fencing installed by Seller may not meet swimming pool building permit requirements.

53. MOISTURE PERCOLATION. Due to varying soils conditions in the Community and/or in the surrounding area, some planting areas may be resistant to moisture percolation. For example, irrigation water may collect beneath a tree rather than percolate into the ground. This could cause the tree to become oversaturated or "waterlogged" and wither or die if adequate protection measures have not been taken. Moreover, due to varying soil conditions in and around the Community, including expansive soils, overwatering of landscaping and/or other excessive irrigation could cause substantial damage to the Home and/or other structures including, but not limited to, damage to the foundation of the Home, adjacent demising walls, and/or other improvements. Buyer is advised to employ the services of professionals when planning and installing Buyer's landscaping, irrigation and drainage system to properly address the soils condition of the Property and the surrounding area. Buyer hereby agrees that Seller shall not be responsible for any damage or injury resulting from overwatering and/or any failure by Buyer to provide for proper moisture percolation.

54. SIDE YARD AREAS. There may be a potential for side yard area soils to remain damp or wet due to irrigation runoff or subsurface migration of water from the adjacent property. This condition will most likely occur on the side of the house adjacent to the property at a higher elevation. Damp conditions may also occur due to the fact that some side yards may not get as much sun, and/or airflow as backyards and may consequently require longer than backyards to dry out. It is recommended that the side yard irrigation be placed on a separate system to avoid overwatering and to allow the side yard time to dry out and to avoid causing irrigation runoff on the adjacent property. Side yard return walls with openings on the base of the return wall are intended to allow the flow of water to drain from the yard. Buyer understands that the openings should not be covered or blocked. Seller advises Buyer that the connection of roof drains to the drainage system installed by Seller is prohibited.

55. SOIL AND SETTLEMENT. Some portions of the Community may be constructed on fill soil in accordance with the recommendations and inspection of licensed civil and soils engineers. After placement of the fill, fill homes may demonstrate some post placement settlement. Such settlement is a natural and predictable occurrence and may be expected to occur throughout the Community. Due to variation in the thickness of fill in different areas and variable subsurface conditions, settlement is uneven. The Home will also experience minor settling of the foundation. As a result, minor cracks may form in both the interior and exterior walls. Such minor cracks do not affect the structural integrity of the Home and the maintenance of such cracks shall be Buyer's responsibility (unless located in areas designated for association maintenance). Buyer further understands that in some cases soils may contain subterranean rocks or have unusual soil characteristics such that the installation of pools, spas, landscaping and other improvements that require digging, trenching or other excavation, may be more difficult, more expensive or not possible. In addition to the foregoing, Seller is not responsible for any subterranean soil conditions or buried items in or adjacent to the Property or the Community that are not known to seller or would not be reasonably discoverable using commercially reasonable methods.

56. PAINT. Buyer should review the paint colors that will be used for the Home. Buyer is advised that paint colors vary, and the paint used for the model homes may not be the same paint used for the Home. The Home has been professionally painted. Certain portions of the Home, such as paint-grade cabinets, casework, moldings and interior doors, may be painted with paint that yellows or fades over time. Additionally, if the Home has white-washed stain-grade cabinets, yellowing will occur. Furthermore, paint tends to fade or change color over time due to exposure to sunlight and other natural elements reacting with the paint.

57. ROOFS. Roof tiles can be damaged if walked on. Seller will not be responsible for roof tile damage or roof leaks which are the result of abusive use or individuals walking on the tiles. The roofing material and appearance have been selected by consultants to accompany the color of the buildings. The color of the roof tiles, and the composition roofs, as installed, can be altered as a result of exposure to sunlight. The color consistency of the roof tiles cannot be guaranteed due to natural variations in the raw materials used or resulting from the manufacturing process. The roofing chosen is specific for each building, and cannot be changed.

58. SQUARE FOOTAGE REPRESENTATIONS. Representations of square footage are approximate only. Buyer may not rely upon any drawings, written materials (brochures and other sales documents), or any other marketing materials, or oral statements by Seller or its agents or representatives regarding the exact square footage of the Home, the garage or the commonly shared areas within the Community. The computation of square footage varies based upon the criteria used. As a

purchaser of a residence within the Community, Buyer is not purchasing a certain amount of square footage. The value of the Home has not been based solely upon a per square footage basis, but rather upon a variety of factors. There will be variances between the square footage information and the actual square footage of the Home. Only the as-built condition will determine the square footage of the Home. If the Home has been constructed, Buyer should visit the Home before signing a purchase agreement and measure floor areas, ceiling heights, and the garage to determine whether the Home will be suitable for Buyer's use and enjoyment, and placement of Buyer's furnishings and vehicles. Buyer agrees by acceptance of a deed to the Home to hold Seller harmless in any dispute arising over any representations concerning the square footage of the Home.

59. IRREGULARLY SHAPED ROOMS AND GARAGES. Room and garage measurements on floor plans that may be shown in marketing materials generally reflect distances of the longest points in a room or garage (as if the room or garage was a perfect rectangle) without regard to any cutouts. Accordingly, the actual room and garage area (for an irregularly shaped room or garage) will typically be smaller than the amount that would be obtained by multiplying the stated length times width.

60. STAIN GRADE MATERIAL DISCOLORATION. Natural hardwoods used for cabinets, doors, stair systems, moldings, etc., are finished with stain and lacquer finish products which will change color over time. Color change may be the result of exposure to cleaning agents, sunlight or weather, or simply the consequence of aging. Discoloration is not a defect.

61. TELEVISION AND CELLULAR PHONE RECEPTION. Seller makes no representations or warranties as to the quality of television or cellular phone reception or service available in the Home, or whether cable television or cellular phone service will be available to Buyer. Buyer must contact the applicable service providers for more information.

62. VARIATIONS IN MATERIALS. Man-made materials contain inherent variations due to a myriad of conditions that exist during production. Color, sheen, size and shape may vary from samples provided in the new home gallery. The Home may include various natural materials (e.g., wood, marble and/or other stone products). Such natural materials contain inherent variations in color, veining and graining and are subject to changes in appearance over time. Some of the natural characteristics of wood will show through the painted or stained finish. Grain patterns or texture will vary from even to irregular throughout Buyer's cabinetry. Similarly, granite and natural stone products will vary in appearance. Marble is less dense and more porous than granite. Great care must be taken to prevent damage to marble and other stone products. Buyer must follow the manufacturers' recommendations for cleaning and maintenance. Because these are natural products, they are subject to variation in color, pattern, texture, veining, spotting, holes, cloudiness and cracking. Some may vary significantly in filler and sheen. The samples in the new home gallery are actual pieces of natural stone, which indicate general color and character; however, no two pieces can be expected to match, even when taken from the same box. Buyer should view the stone samples prior to purchase, and any questions regarding these materials must be resolved prior to installation. If replacement of natural material tile or carpet is required, Buyer understands and agrees that a match with existing material cannot be guaranteed.

63. VIEW. There are no protected views in the Community. Seller makes no representations, express or implied, concerning any particular view the Community or the Home may enjoy currently or in the future. The evaluation of any such view is highly subjective and a personal matter. Specific home prices and/or home premiums are assigned by Seller and are based on home location and size and not for any pre-existing view. Without limitation, any view may be partially, materially or completely obstructed by a variety of factors, such as: (i) the planting of trees, shrubs, plants or other landscaping, (ii) the growth and propagation of landscaping planted by Seller and others, (iii) the growth and propagation of existing landscaping, and (iv) current and future construction by Seller and others within and outside the Community, including, without limitation, the construction of fences, walls, roof tops, buildings, decks and other improvements. Seller makes no statements or assurance with respect to the construction of future improvements and landscaping that may have an impact upon the view from each home, the Community and the Home. Any view from the Community, the Home or surrounding areas, whether developed or undeveloped, is not part of the value of the Property and is not guaranteed by Seller. Since Seller does not control future development adjacent to or surrounding the Community, Seller cannot guarantee and makes no representation, express or implied, regarding preservation of any potential view now or in the future.

64. WINDOW AND SCREEN SAFETY WARNING. Buyer has been made aware that children can be and have been critically injured by falling through screens and open windows. Buyer acknowledges receipt of the following warning from Seller: "Window screens are intended to keep insects out, not to keep people in. Never place a crib, bed, table or other furniture next to a window; a child could push open the screen and fall out of the window. Most importantly, never leave a toddler unattended in a room having a window which opens, even if the window is screened."

65. WINDOW TINTING. Buyer is prohibited from tinting the windows in the Home. Tinting these windows shall void the

manufacturer's warranty. Tinting causes heat gain between the glass panels, which may result in failure of the window. Such failure can result in water intrusion, cracks in the glass, or in extreme cases, the dual glass unit can explode. Buyer acknowledges that neither Seller, nor the manufacturer of the dual glazed windows are responsible for water intrusion, breakage, or other damages caused by tinting the dual glazed windows.

66. WIRING WITHIN HOME. Homes in the Community contain structured wiring (electrical telecommunications, etc.) that may be updated as technology changes. Buyer acknowledges that the type and specifications of structured wiring in homes may change within the Community without notice. Seller may at any time, revise the locations, add, or delete electrical outlets.

67. WIRING FOR DSL, INTERNET AND/OR SIMILAR COMMUNICATION SERVICES. If wiring for a Digital Subscriber Line ("DSL"), high speed internet access and/or similar communication services is offered as an Option for homes in the Community, Buyer understands and accepts that such communication services will be provided by a third party service provider over which Seller has no control. Accordingly, Seller does not guarantee the availability of such communication services to Buyer upon move-in or at any time in the future; nor the continuity, speed or quality of services delivered. If Buyer selects this Option, Buyer should directly contact the phone company, cable company and/or other communications service providers that serve the area in which the Community is located to ascertain the availability and quality of any such services.

68. MARKETING ACTIVITY. Seller may continue to market homes in the Community for sale after Buyer moves into the Home. Seller may also use its model homes to market homes in other communities. Seller's marketing activities may include operating a model home complex, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of homes may cause Buyer some inconvenience and may disrupt enjoyment of the Home.

69. MODEL HOMES. The decorated model homes are intended to show prospective buyers what type of features could be incorporated into the homes within the Community. The models are also intended to be helpful in providing buyers with possible decorating ideas. The Home will be similar to the model type identified in the Purchase Agreement; however, for many reasons, such as the unavailability of materials, design changes, field conditions, cost considerations and other circumstances, minor changes may be made from the initial plans and specifications used to construct the models as compared to the Home. In addition, the lot sizes of the model homes, including backyards and front yards, may be larger than, or differ from the Home. The size of the lot and layout of the model homes on their respective lots do not necessarily indicate the size of the lot on which the Home is located or the plotting of the Home on its lot. There is no standard lot or lot size and the lot on which the Home is located may differ in size, shape, location and type of walls, slopes, encumbrances, utility placement and other characteristics from the lot on which any model home is located and all other lots in the Community. Seller cannot guarantee that the Home or the rest of the Community will be completed consistent with the model homes currently on display. Seller reserves the right to increase or decrease home sizes or change home designs in the Community in its sole discretion. After Buyer enters into a contract for the purchase of a home, changes in materials or specifications may be made without Buyer's consent, provided substantially similar materials are substituted. Model homes display certain decorator features and other components which are unavailable to buyers. Seller may continue to utilize the model homes for sales in other communities. Additional floor plans may be added as model homes. Seller makes no representation regarding the duration of time that the model homes may be utilized as a model showcase.

70. ENHANCED LANDSCAPING. Seller reserves the right to install non-conforming trees, decorative features and structures on the model homes. Seller makes no representation that there will be any such upgraded landscaping or that any such upgraded landscaping, once installed, will remain in the future. Although Buyer may see model homes with extensive plantings and landscaping, this appearance may not represent how the landscaped areas throughout the Community will appear upon completion.

71. PLAN ELEVATION VARIATIONS. There may be exterior and interior differences between "elevations" (facade treatments) in the model homes and the Home. Materials, design, ceilings (including ceiling height and pitch), windows, exterior color, veneers, roofing material and color, and fireplaces will vary and may not match those present in the model homes. In addition, all elevations may not be reflected in the model homes and differing ceiling heights may be present in different elevations. Please review the elevation selection carefully with Seller's Representatives. Certain homes will have enhanced elevations. The enhanced elevations occur on certain lots and may include additional siding, brick, stone, window trim, window mullions and/or shutters on second story windows. In addition, each elevation may be "reversed" on a given homesite, so that the home's floorplan is reversed, such that the garage, rooms and other elements of the home are located on the opposite side as presented in the model home of such elevation. The finished floor elevations may vary from house to house in the Community. The finished floor elevations of any model home and garage of the same plan as the Home may be

different from the elevations at the Home; accordingly, the Home will not necessarily have the same elevation configuration as displayed in the model. This means that steps may or may not be installed in locations where they do not exist in the models. For example, steps may need to be installed in the garage or pathways leading to the Home.

72. RIGHT OF SUBSTITUTION. Seller reserves the right in its sole discretion to make changes or modifications to maps, plans, specifications, materials, features and colors. From time to time, due to unavailability and other production considerations, Seller may substitute materials and other items to be incorporated into the Home in place of those materials and items found in the model homes. Such substitutions may include, without limitation, kitchen appliances, household fixtures, electrical outlets and switches, hardware and other similar items, as well as surfacing material such as interior and exterior paint colors, interior and roof tile and masonry veneer. The locations of windows and stairs and doors, ceiling heights, placement of fixtures and other specific detailing may vary with different building elevations. Seller shall have the right to make these substitutions, modifications and variations without notice or adjustment to the purchase price of the Home. However, Seller may at any time increase or decrease prices of other homes of the same floor plan as the Home which are offered for sale.

73. STANDARD FIXTURES. Seller has advised Buyer that the fixtures shown in the model homes, including fixtures that may be indicated as standard in the model homes, may be different from the standard fixtures installed in the Home. Examples of standard fixtures that will be installed in the Home are available upon request.

74. WINDOW COVERINGS, DIMENSIONS AND LOCATION. Window dimensions may vary from the model homes. When measuring for window coverings, Buyer should measure the specific windows in the Home. The location and exact dimensions of windows may also vary depending on the building elevation. Please see the New Home Advisor for details.

75. AIR CONDITIONING. The air conditioning system and equipment specifications installed in the model homes may vary and operate at a higher capacity than those provided as part of the Home, if any. Buyer is encouraged to speak with the New Home Advisor to determine the exact equipment specifications that will be provided with the Home and whether an air condition system will be provided as part of the Home, and if so, its specifications. The location of the air conditioning compressor, if applicable, may vary between the model and the Home and between the Home and other homes in the Community.

76. AIR QUALITY. Buyer is advised and acknowledges that each home in the Community is constructed using hundreds of components made of natural and/or man-made materials and that any material or combination of materials could cause an allergic reaction. Seller has no control over individual allergic reactions and Buyer hereby takes responsibility for testing the air quality within the Home to ascertain whether or not the materials/components affect Buyer, Buyer's family members, or other occupants.

77. FIRE DANGERS. Certain areas of the United States are prone to environmental and weather conditions that create a high risk of destructive wildfires. These wildfires are difficult to predict, control and extinguish. Such wildfires may cause property loss or bodily harm. They may also force evacuation from the Home or the Community. Seller cannot control these conditions that create and spread these wildfires, and Buyer is advised to carefully consider the risks of wildfires that are inherent in living in this part of the country. Buyer should become familiar with local and state fire protection agencies' recommendations and information regarding wildfire dangers and risks. The inherent risks of wildfires may have an adverse impact on insurance premiums for homeowner's insurance or homeowner's insurance may not be available at all. Buyer should consult an insurance professional for additional information about the costs and availability of insurance for the Home.

78. GASES. The aging process of the soil and other elements created by nature, as well as manmade building materials, many times create unwanted and undesired gases and other contaminants in homes, both new and used. Also, due to the increased awareness and need for energy conservation, the Uniform Building Code has created requirements for homes which allow less outside air infiltration and therefore trap these unwanted gases in different degrees depending on how each person lives within his/her home. Such unwanted gases (such as Radon) are reported to be in the air we breathe and can affect our health, and as such Seller recommends frequent airing of the Home by simply opening the windows to introduce outside air that is uncontaminated by such trapped gases. By making such a recommendation, Seller does not undertake any obligations to Buyer in regard to the effects that any such contaminants may have on Buyer, Buyer's family, or other occupants of the Home.

Some reports have circulated in the press concerning the emission of radioactive radon gas from granite countertops. Seller does not have a comment on such reports. As with many of the Options that Seller offers, Buyer needs to make Buyer's own decisions about whether this product is consistent with Buyer's health and safety priorities.

79. RADON. The U.S. Environmental Protection Agency, the U.S. Department of Health and Human Services, and the U.S. Public Health Service have expressed concern over the presence of radon gas in homes. Prolonged exposure to high levels of indoor radon or its progeny may affect the health of persons. Although such conditions may exist at the Community, Seller has made no investigation to determine whether radon gas is or will be present in the Home or otherwise affecting Buyer, unless such investigation has been otherwise disclosed to you or is required by applicable law. Seller makes no representations or warranties as to: (i) the presence or lack of radon or hazardous environmental conditions within the Home, or (ii) the effect of radon or any such condition on the Community. Buyer assumes the risk of emission of radon gas from the Home. Seller makes no representations or warranties, express or implied, about any environmental conditions, and expressly disclaims any liability for any type of damages that such conditions might cause to the Home or its occupants. Buyer agrees to release, indemnify and hold Seller harmless from and against any and all claims relating to the existence of radon in the Home.

80. GOVERNMENT RESTRICTIONS ON ALTERATIONS OF PROPERTY. Restrictions may exist with respect to utility easements and/or public rights-of-way on or adjacent to the Home. Buyer is advised to consult the appropriate governmental department to determine whether there are any restrictions or required permits pertaining to alterations of the Home before commencing any landscaping or improvements.

81. EASEMENTS. The Property may be subject to easements and/or rights in favor of utility companies, homeowners association(s), public agencies and/or other persons or entities. These easements and rights may include access onto and/or entry into the Property by utility companies or public agencies for purposes of installing, constructing, inspecting, maintaining and repairing their facilities which are customary for residential developments (including, but not limited to, water lines, sewer lines, electrical lines and facilities, natural gas pipelines, telephone lines and facilities, cable television lines, street lights, clustered mailboxes, traffic signs, and fire hydrants). These facilities may be located above ground or below ground. In either case, these facilities may restrict the use and type of improvements Buyer can make to the Property, and the utility companies and public agencies may have the right to remove improvements Buyer made on their easement without any obligation to repair or restore them. It is Buyer's responsibility to maintain the landscaping within certain areas subject to a general utility easement. Seller cannot control the location of these facilities. The location of a utility company's and/or a public agency's facilities is subject to change without notice. Buyer should confirm the as-built location of all facilities affecting the Property prior to Closing. Buyer understands and agrees that all as-built locations are final. Additionally, Buyer should review the title report or title commitment, as applicable, for the Home to determine what easements and/or other rights, if any, affect the Home. Prior to Closing, Seller reserves the right to grant utility, drainage and similar easements in or over the Property customarily granted in the development of residential real estate projects. Buyer is advised to seek legal counsel if Buyer has any questions regarding Buyer's title report or title commitment, as applicable.

82. MOLD AND MILDEW. Mold is a type of fungus which occurs naturally in the environment and is necessary for the natural decomposition of plant and other organic material. It spreads by means of sharing in microscopic spores borne on the wind, and is found everywhere life can be supported. Home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in the Home. Whether or not Buyer experiences mold growth depends largely on how Buyer manages and maintains the Home. Buyer will need to take actions to prevent conditions which cause the mold or mildew. It is the responsibility of Buyer to ensure that he/she has taken the necessary precautions to prevent mold from becoming a problem in the Home. Buyer agrees to assume responsibility for regular maintenance and inspection to prevent, detect or treat mold or to reduce the adverse effects of mold. Buyer further acknowledges that if there is any water damage or water intrusion to the Home, Buyer should take immediate action to prevent conditions which cause mold or mildew to develop. Buyer should also immediately notify Seller of such water intrusion if Buyer believes that the problem may have been caused by Seller.

83. NATURAL DISASTERS. As part of living in an ever-changing environment, certain natural events that are beyond the control of any individual or entity will inevitably take place. Floods, fires, mudslides, landslides, high winds and earthquakes are just a few of the many natural disasters that might occur. Due to the inherent unpredictable and destructive nature of natural disasters, it is impossible for Seller to construct the Home to withstand all natural disasters. Buyer is advised to carefully review Buyer's homeowners insurance policy to ensure that Buyer has adequate coverage for damage caused by floods, fires, mudslides, landslides, high winds and earthquakes. Seller makes no representation or warranty as to whether the Home will withstand any form of natural disaster and/or whether any given locality will have the services, personnel, equipment and/or facilities to adequately respond to such natural disaster, or whether insurance will be available at an affordable cost for any particular natural disasters.

84. WILDLIFE; PEST CONTROL. Wild animals native to areas around the Community, such as alligators, mountain lions, bears, bats, opossum, deer, geese, wolves, snakes, scorpions, raccoons, rats, mice, rabbits, skunks, squirrels, gophers, coyotes, etc., may be found in and around the Community. Depending on the season, typical insects encountered

will be ticks, gnats, flies, mosquitoes, spiders, ants, crickets, aphids and termites. Buyer understands and is aware of the potential danger connected with the existence of these animals in close proximity to the Community, the possible effects such wildlife and insects may have on the Home and is aware that mice, ants, and other animals and insects may enter the Home. Buyer should perform necessary rodent and pest abatement and control efforts or to secure the services of rodent and pest abatement contractor. Seller is not responsible for the control or eradication of any animal or insect life in or adjacent to the Property or the Community.

85. PLUMBING. Clogged drains may result in possible damage and inconvenience. Drains must be maintained open and free-flowing at all times by Buyer. In addition, the plumbing drain lines may have been routed through the walls and ceiling in the Home. Buyer may experience some noise due to the location of these pipes.

Due to compliance with the energy-saving requirements it may take a few minutes for hot water to reach the faucet in the Home. Any delay in the production of hot water to Buyer's faucet is due to design restrictions imposed by governmental jurisdictions and not due to any design or installation defect of Seller or its contractor. The standard hot water heater is designed to supply hot water to all faucet locations in the Home. Buyer should anticipate that the amount of time it takes the hot water to reach the various faucets will vary depending on the distance between the actual water faucet and the location of the water heater. Adjusting the temperature control on the hot water heater will not reduce the amount of time it takes the hot water to reach the various faucets in Buyer's house. If Buyer's Home includes a recirculating pump, the amount of time it takes hot water to reach the various locations in the house will be reduced, but such option will not provide instant hot water at faucet locations.

86. NO ENVIRONMENTAL WARRANTIES. Seller makes no claims, and expressly disclaims all warranties, express or implied, regarding the existing or future environmental conditions in or on the Property, including, without limitation, possible present or future pollution of the air, water, or soil from any sources, such as underground migration or seepage (including radon gas or electric and magnetic fields). **SELLER EXPRESSLY DISCLAIMS, AND BUYER RELEASES SELLER FROM, ANY LIABILITY FOR ANY TYPE OF DAMAGES, WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, WHICH THE HOME, OR ITS INHABITANTS MAY SUFFER BECAUSE OF ANY EXISTING OR FUTURE ENVIRONMENTAL CONDITIONS.**

87. OTHER POSSIBLE ENVIRONMENTAL HAZARDS. Some natural and man-made products commonly used in the construction of a home, including without limitation, asbestos, fiberglass, gypsum, stucco, and plaster, contain materials or substances that, if disturbed, cut, crushed, or otherwise released as a dust, may be an irritant to the lungs or skin. Recent studies of some of these materials indicate that health risks result from long-term exposure to particles of these materials when they become airborne or are disturbed. Buyer should inquire further from the local public health department or the state agencies that conduct or monitor this type of research.

88. WATER AND MINERAL RIGHTS. The water and interests in oil, gas and other minerals in, on under the Property may have been previously reserved or conveyed to another person.

89. UTILITY BOXES, POLES AND EMFS. Site conditions dictate the location and placement of various utility apparatuses, including, without limitation, electrical panels and pedestals, electrical transformers, telephone boxes, CATV boxes, landscaping controller boxes (if any) with power pedestals, power poles, transmission lines, underground transmission lines, vaults or boxes, fire hydrants, streetlight poles, boxes, and controllers. Any of the forgoing may be above ground or below ground and located on or near the Property and throughout the Community. Buyer should familiarize himself/herself with the placement of any of these items through visits to the Property and the Community and plan to review such placements prior to Closing to determine the impact on the Property and surrounding area. The construction plans will not always correspond to the actual locations since conditions, requirements, and code changes may require movement or addition of utilities at any time and Seller reserves the right to modify the utility location without notification. These facilities may restrict the use and type of improvements on the Property, and the utility companies and public agencies may have the right to remove improvements made within easement area without any obligation to repair or restore them. The utility companies provide these improvements, and Seller makes no representation as to the location, size, aesthetics or visibility of any such equipment or any noise and/or disturbance caused by the utility structure itself or by the maintenance crew visiting the site. Prior to installing any improvements or landscaping, Buyer should confirm the location of any utilities. Some cities or counties have a "Dig Alert" program which will provide information about the utility locations

Additionally, Buyer is advised and acknowledges extremely low-frequency electromagnetic fields ("EMFs") may emanate from nearby electric power lines and facilities, if any. Currently, research, both at the federal and state level, is being conducted to evaluate the possible health effects of EMFs. At this time, the research has not indicated EMFs pose serious health risks, however these results are not yet conclusive. Research is ongoing, but it could take years for science to provide

definitive answers. Seller does not render an opinion or endorse any particular study or the results from any particular study. As a result, Seller hereby discloses that transmission lines may create health risks and may have financial or other adverse impacts on homes within the Community. In addition, there is a risk that certain pacemaker heart implant devices may not operate properly when in close proximity to certain electric power lines. The susceptibility of different types of pacemaker devices to electro-magnetic interference should be discussed with a physician.

Buyer acknowledges Seller has no control over transmission lines or related facilities, or over their present or future location.

BUYER HEREBY RELEASES SELLER AND EACH OF ITS AFFILIATES, PARENT AND SUBSIDIARY ENTITIES, AGENTS OR EMPLOYEES FROM ANY AND ALL CLAIMS FOR INJURY, DEATH, DAMAGES, CLAIMS AND/OR EXPENSES, WHATSOEVER IN ANY WAY RELATED TO EXPOSURE TO EMFS TO THE FULLEST EXTENT

ALLOWED BY LAW. Seller and Seller's agent or representative cannot be aware of the location of all facilities or equipment, if any, in the surrounding area. If Buyer has any questions or concerns regarding EMFs, Buyer should contact the local electrical service provider or the government agency that regulates electric utilities for the state in which the Property is located. Additional information about ongoing studies is available at <http://library.niehs.nih.gov/> or <http://www.niehs.nih.gov/health/topics/agents/emf/>. Seller has no control over the information available on these websites.

90. TAXES. Real estate taxes for homes in the Community are determined by multiplying the annual local tax rate by the full cash value of a property as determined by the County. Additionally, the total tax rate includes interest, redemption charges on indebtedness and special assessments. For example, an issue of general obligation bonds previously approved by the voters and sold by a county water district, a sanitation district or other such district could increase the total tax. For Buyer, the "full cash value" of the Home will be the valuation, as reflected on the tax roll, determined by the County as of the date of purchase of the Home or as of the date of completion of an improvement on the Home if that occurs after the date of purchase, and, depending on the location of the Home, the full cash value will be subject to annual or other periodic updates. For all information regarding tax rates and assessments, prospective Buyers should contact the County.

91. UTILITIES. Buyer has the sole responsibility prior to Closing to arrange for the transfer of all utilities into Buyer's name as of Closing. Buyer shall have the sole responsibility for all utility costs as of Closing, including any costs to transfer all utilities into Buyer's name as of Closing. If Seller has instructed any utility company(ies) to activate utilities prior to Closing, Seller will instruct such utility company(ies) to deactivate the utilities as of Closing unless Buyer has arranged for the transfer of all utilities into Buyer's name as of Closing. If Buyer fails to arrange for the transfer of all utilities into Buyer's name as of Closing and the utilities remain in Seller's name as of or after Closing, Seller shall have the right to immediately instruct any utility company(ies) to deactivate the utilities at any time on or after Closing without the need to provide notice to Buyer of such deactivation.

92. ENERGY EFFICIENCY AND ENERGY COSTS. Seller makes no representations or warranties regarding the energy efficiency or energy costs of the Home, manufactured products or any component of the Home regardless of any: (i) brochures, pamphlets, advertising, or other documents that may have been reviewed by Buyer; or (ii) discussions Buyer may have had with Seller or its employees, agents, or vendors. The energy efficiency of the Home and associated energy costs will vary over time depending on many factors, including, but not limited to, usage, rates, fees and charges of local utility providers, home maintenance practices, household size, lighting and internal climate control systems, and weather conditions.

93. CURRENT OR FUTURE ADJACENT LAND USES. Seller makes no representations or warranties about current or future land uses on adjacent or nearby properties. Plans for redevelopment of any adjacent property could have an effect on the Community. Because general plans and zoning are subject to change, we encourage Buyer to check with the appropriate local jurisdiction department regarding proposed land uses in the surrounding vicinity of the Community. Buyer confirms that prior to executing the Purchase Agreement, Buyer has reviewed the applicable school district boundaries and the zoning, use, condition and restrictions of or affecting land near the Property or around the Community with the appropriate owners of such land and the applicable governmental authorities or Buyer has elected, on Buyer's own accord and determination, to forgo such review. Buyer has not relied, and agrees not to rely, on any statement made or information provided by any employee or representative of Seller concerning school district boundaries or the zoning, use or condition of nearby land or the future uses thereof.

94. SCHOOLS. No representation is made as to which school district(s) or schools within the district(s) will serve the Community currently or in the future. Due to the rate of population change, the school district(s) may find it necessary to change boundaries and designated schools periodically, prior to or after Closing. Seller has no control or responsibility for any such changes should one or more occur. For information concerning schools, contact the local school district(s). Buyer should conduct his/her own investigation of the present and future availability of school facilities.

95. NOTICE OF SEX OFFENDER DATA BASE. The United States Department of Justice maintains a National Sex Offender Public Website (NSOPW) through which inquiries about individuals may be made. Inquiries may also be made online at www.nsopr.gov. In addition, local and state jurisdictions may also maintain online databases which are available for public review. Seller makes no representations or warranties regarding the presence or absence of registered sex offenders within the Community or in the surrounding area. Seller has no obligation or duty to investigate existing residents or buyers to determine whether they are sex offenders. Buyer is solely responsible for making his or her own investigation.

96. BUYER OBLIGATION TO INVESTIGATE. Buyer represents to Seller that Buyer has completed his/her own independent investigation regarding: (i) the area surrounding the Community, (ii) all facts that are in any way important or incidental to Buyer in deciding to purchase the Home, and (iii) that Buyer has not relied on any disclosed items as his/her single source of information regarding the same. Nothing contained herein is meant to imply that any of the matters discussed herein are more or less important than any items not described herein. Buyer has been advised by Seller and Seller's agents and is hereby advised to seek the advice of independent tax, legal, and financial consultants regarding all matters provided herein or any other matter that may influence Buyer's decision to purchase the Home. Buyer is deemed to know all matters of public record, including, without limitation, all laws, rules and regulations.

97. CHANGES IN DEVELOPMENT PLAN. The residential real estate market continually fluctuates due to changes in economic, social and political conditions that directly affect the supply of and demand for housing. As a result, the development plan for the Community, any of the communities, residence prices, and the terms and conditions of sale are also subject to change. Therefore:

97.1 With the exception of the Home, Seller reserves the right at any time prior to or after Closing for the sale of a home and without notice, (i) to increase or decrease the sale price, adjust incentives and/or otherwise adjust the terms and conditions of sale for homes in any community, including the Community, and (ii) change the number, size, location, elevation, design or type of homes constructed in current or future phases of development of the Community or other communities;

97.2 Seller is not obligated to offer Buyer the same price, incentives and/or other terms and conditions of sale that Seller has previously offered or may subsequently offer to another buyer;

97.3 Seller has neither offered nor agreed to any price protection or other similar commitment to Buyer regarding the value or resale value of the Home (or any other property), and Seller shall not have any obligation or liability whatsoever to Buyer in the event any price changes directly or indirectly affect the value of the Home; and

97.4 When Buyer entered into the Purchase Agreement, Seller may have owned other properties which may have been off the market and may not have been shown to or otherwise made available for purchase by Buyer. Seller does not have any obligation to notify Buyer if any of such properties come on the market or are otherwise available for purchase nor any obligation to notify Buyer of any future properties Seller may develop and make available for purchase.

98. SUPPLEMENTAL DISCLOSURES. During the period before Closing, Seller may disclose to Buyer material written information not previously disclosed in this Addendum or the Community Disclosure Statement. Such information includes, but is not limited to, new information, information inadvertently omitted from previous disclosures to Buyer, and/or correction of information previously disclosed that has changed or was incorrect.

IF CLOSING OCCURS, BUYER WILL BE DEEMED TO HAVE APPROVED THE INFORMATION CONTAINED IN THIS ADDENDUM AND SUPPLEMENTAL DISCLOSURES, IF ANY, AND TO HAVE RELEASED, DISMISSED WITH PREJUDICE, AND FOREVER DISCHARGED SELLER, ITS BROKER, THEIR REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, INSURERS, ATTORNEYS, PREDECESSORS, SUCCESSORS, ASSIGNS, BOTH PAST AND PRESENT, AND ALL FIRMS, PERSONS, ASSOCIATIONS, VENTURERS, CO-VENTURERS, PARTNERS, CO-PARTNERS, CONTRACTORS, ENGINEERS, SUBCONTRACTORS, SUBSIDIARIES, PARENTS, AFFILIATES OR CORPORATIONS CONNECTED THEREWITH, AND EACH OF THEM (COLLECTIVELY, FOR PURPOSES HEREOF ONLY, "SELLER") FROM ANY AND ALL CLAIMS, DEBTS, LIABILITIES, DEMANDS, OBLIGATIONS, COSTS, EXPENSES, ATTORNEYS' FEES, ACTIONS, AND CAUSES OF ACTION OF EVERY NATURE, CHARACTER, AND DESCRIPTION, WHETHER LEGAL, EQUITABLE, STATUTORY, OR CONTRACTUAL, WHICH BUYERS HAVE HELD, NOW HOLD, OR MAY HOLD IN THE FUTURE, WHETHER KNOWN OR UNKNOWN, AGAINST SELLER, DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO THE INFORMATION CONTAINED IN THIS ADDENDUM AND SUPPLEMENTAL INFORMATION DISCLOSED; PROVIDED, HOWEVER, THAT NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO VOID AND/OR LIMIT THE LIMITED WARRANTY.

BUYER:

Daniel Lee Ensign

Abigail Lauren Ensign

Date

Date

Date

Date

In Process



Community: AMALYN SFA
 Phase #: AMALYN SFA
 Homesite: F003

12435 Park Potomac Avenue, Suite 600, Potomac, MD 20854
 301-803-4800

HOMEOWNERS ASSOCIATION ADDENDUM (Maryland Only)

This Homeowners Association Addendum ("Addendum") is attached to and forms a part of the Purchase Agreement executed between Buyer and Seller ("Purchase Agreement") for the Property described in the Purchase Agreement. Any capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement. If there is a conflict between the Purchase Agreement and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control.

THIS SALE IS SUBJECT TO THE REQUIREMENTS OF THE MARYLAND HOMEOWNERS ASSOCIATION ACT ("ACT"). THE ACT REQUIRES THAT SELLER DISCLOSE TO BUYER AT OR BEFORE THE TIME THE PURCHASE AGREEMENT IS ENTERED INTO, OR WITHIN 7 DAYS OF ENTERING INTO THE PURCHASE AGREEMENT, CERTAIN INFORMATION CONCERNING THE COMMUNITY IN WHICH THE PROPERTY BUYER IS PURCHASING IS LOCATED. THE CONTENT OF THE INFORMATION TO BE DISCLOSED IS SET FORTH IN SECTION 11B-105(b) OF THE ACT ("MHA INFORMATION") AS FOLLOWS:

- (1) (i) THE NAME, PRINCIPAL ADDRESS, AND TELEPHONE NUMBER OF THE VENDOR AND OF THE DECLARANT, IF THE DECLARANT IS NOT THE VENDOR; OR
 - (ii) IF THE VENDOR IS A CORPORATION OR PARTNERSHIP, THE NAMES AND ADDRESSES OF THE PRINCIPAL OFFICERS OF THE CORPORATION, OR GENERAL PARTNERS OF THE PARTNERSHIP;
- (2) (i) THE NAME, IF ANY, OF THE HOMEOWNERS ASSOCIATION; AND
 - (ii) IF INCORPORATED, THE STATE IN WHICH THE HOMEOWNERS ASSOCIATION IS INCORPORATED AND THE NAME OF THE MARYLAND RESIDENT AGENT;
- (3) A DESCRIPTION OF:
 - (i) THE LOCATION AND SIZE OF THE COMMUNITY, INCLUDING THE MINIMUM AND MAXIMUM NUMBER OF LOTS CURRENTLY PLANNED OR PERMITTED, IF APPLICABLE, WHICH MAY BE CONTAINED WITHIN THE COMMUNITY; AND
 - (ii) ANY PROPERTY OWNED BY THE DECLARANT OR THE VENDOR CONTIGUOUS TO THE COMMUNITY WHICH IS TO BE DEDICATED TO PUBLIC USE;
- (4) IF THE COMMUNITY IS OR WILL BE WITHIN OR A PART OF ANOTHER COMMUNITY, A GENERAL DESCRIPTION OF THE OTHER COMMUNITY;
- (5) IF THE DECLARANT HAS RESERVED IN THE DECLARATION THE RIGHT TO ANNEX ADDITIONAL PROPERTY TO THE COMMUNITY, A DESCRIPTION OF THE SIZE AND LOCATION OF THE ADDITIONAL PROPERTY AND THE APPROXIMATE NUMBER OF LOTS CURRENTLY PLANNED TO BE CONTAINED IN THE COMMUNITY, AS WELL AS ANY TIME LIMITS WITHIN WHICH THE DECLARANT MAY ANNEX SUCH PROPERTY;

(6) A COPY OF:

(i) THE ARTICLES OF INCORPORATION, THE DECLARATION, AND ALL RECORDED COVENANTS AND RESTRICTIONS OF THE PRIMARY COMMUNITY AND OF OTHER RELATED COMMUNITIES TO THE EXTENT REASONABLY AVAILABLE, TO WHICH BUYER SHALL BECOME OBLIGATED ON BECOMING AN OWNER OF THE PROPERTY, INCLUDING A STATEMENT THAT THESE OBLIGATIONS ARE ENFORCEABLE AGAINST AN OWNER AND THE OWNER'S TENANTS, IF APPLICABLE; AND

(ii) THE BYLAWS AND RULES OF THE PRIMARY COMMUNITY AND OF OTHER RELATED COMMUNITIES TO THE EXTENT REASONABLY AVAILABLE, TO WHICH THE BUYER SHALL BECOME OBLIGATED ON BECOMING AN OWNER OF THE PROPERTY, INCLUDING A STATEMENT THAT THESE OBLIGATIONS ARE ENFORCEABLE AGAINST AN OWNER AND THE OWNER'S TENANTS, IF APPLICABLE;

(7) A DESCRIPTION OR STATEMENT OF ANY PROPERTY WHICH IS CURRENTLY PLANNED TO BE OWNED, LEASED, OR MAINTAINED BY THE HOMEOWNERS ASSOCIATION;

(8) A COPY OF THE ESTIMATED PROPOSED OR ACTUAL ANNUAL BUDGET FOR THE HOMEOWNERS ASSOCIATION FOR THE CURRENT FISCAL YEAR, INCLUDING A DESCRIPTION OF THE REPLACEMENT RESERVES FOR COMMON AREA IMPROVEMENTS, IF ANY, AND A COPY OF THE CURRENT PROJECTED BUDGET FOR THE HOMEOWNERS ASSOCIATION BASED UPON THE COMMUNITY FULLY EXPANDED IN ACCORDANCE WITH EXPANSION RIGHTS CONTAINED IN THE DECLARATION;

(9) A STATEMENT OF CURRENT OR ANTICIPATED MANDATORY FEES OR ASSESSMENTS TO BE PAID BY OWNERS OF HOMES WITHIN THE COMMUNITY FOR THE USE, MAINTENANCE, AND OPERATION OF COMMON AREAS AND FOR OTHER PURPOSES RELATED TO THE HOMEOWNERS ASSOCIATION AND WHETHER THE DECLARANT OR VENDOR WILL BE OBLIGATED TO PAY THE FEES IN WHOLE OR IN PART;

(10) (i) A BRIEF DESCRIPTION OF ZONING AND OTHER LAND USE REQUIREMENTS AFFECTING THE COMMUNITY; OR

(ii) A WRITTEN DISCLOSURE OF WHERE THE INFORMATION IS AVAILABLE FOR INSPECTION;

(11) A STATEMENT REGARDING:

(i) WHEN MANDATORY HOMEOWNERS ASSOCIATION FEES OR ASSESSMENTS WILL FIRST BE LEVIED AGAINST OWNERS OF LOTS;

(ii) THE PROCEDURE FOR INCREASING OR DECREASING SUCH FEES OR ASSESSMENTS;

(iii) HOW FEES OR ASSESSMENTS AND DELINQUENT CHARGES WILL BE COLLECTED;

(iv) WHETHER UNPAID FEES OR ASSESSMENTS ARE A PERSONAL OBLIGATION OF OWNERS OF LOTS;

(v) WHETHER UNPAID FEES OR ASSESSMENTS BEAR INTEREST AND IF SO, THE RATE OF INTEREST;

(vi) WHETHER UNPAID FEES OR ASSESSMENTS MAY BE ENFORCED BY IMPOSING A LIEN ON A LOT UNDER THE TERMS OF THE MARYLAND CONTRACT LIEN ACT; AND

(vii) WHETHER LOT OWNERS WILL BE ASSESSED LATE CHARGES OR ATTORNEYS' FEES FOR COLLECTING UNPAID FEES OR ASSESSMENTS AND ANY OTHER CONSEQUENCES FOR THE NONPAYMENT OF THE FEES OR ASSESSMENTS;

(12) IF ANY SUMS OF MONEY ARE TO BE COLLECTED AT SETTLEMENT FOR CONTRIBUTION TO THE HOMEOWNERS ASSOCIATION OTHER THAN PRORATED FEES OR ASSESSMENTS, A STATEMENT OF THE AMOUNT TO BE COLLECTED AND THE INTENDED USE OF SUCH FUNDS; AND

(13) A DESCRIPTION OF SPECIAL RIGHTS OR EXEMPTIONS RESERVED BY OR FOR THE BENEFIT OF THE DECLARANT OR THE VENDOR, INCLUDING:

- (i) THE RIGHT TO CONDUCT CONSTRUCTION ACTIVITIES WITHIN THE COMMUNITY;
- (ii) THE RIGHT TO PAY A REDUCED HOMEOWNERS ASSOCIATION FEE OR ASSESSMENT; AND
- (iii) EXEMPTIONS FROM USE RESTRICTIONS OR ARCHITECTURAL CONTROL PROVISIONS CONTAINED IN THE DECLARATION OR PROVISIONS BY WHICH THE DECLARANT OR THE VENDOR INTENDS TO MAINTAIN CONTROL OVER THE HOMEOWNERS ASSOCIATION.

IF BUYER HAS NOT RECEIVED ALL OF THE MHAA INFORMATION 5 DAYS OR MORE BEFORE ENTERING INTO THE PURCHASE AGREEMENT, BUYER HAS 5 DAYS TO TERMINATE THIS PURCHASE AGREEMENT AFTER RECEIVING ALL OF THE MHAA INFORMATION. BUYER MUST TERMINATE THE PURCHASE AGREEMENT IN WRITING, BUT BUYER DOES NOT HAVE TO STATE A REASON. THE SELLER MUST ALSO PROVIDE 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 BUYER. BUYER HAS 3 DAYS TO TERMINATE THIS PURCHASE AGREEMENT 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 BUYER. IF BUYER DOES TERMINATE THE PURCHASE AGREEMENT BUYER WILL BE ENTITLED TO A REFUND OF ANY DEPOSIT BUYER MADE ON ACCOUNT OF THE PURCHASE AGREEMENT. HOWEVER, UNLESS BUYER RETURNS THE MHAA INFORMATION TO SELLER WHEN BUYER TERMINATES THE PURCHASE AGREEMENT, SELLER MAY KEEP OUT OF BUYER'S DEPOSIT THE COST OF REPRODUCING THE MHAA INFORMATION, OR \$100, WHICHEVER AMOUNT IS LESS.

BY PURCHASING PROPERTY WITHIN THE COMMUNITY, BUYER WILL AUTOMATICALLY BE SUBJECT TO VARIOUS RIGHTS, RESPONSIBILITIES, AND OBLIGATIONS, INCLUDING THE OBLIGATION TO PAY CERTAIN ASSESSMENTS TO THE HOMEOWNERS ASSOCIATION WITHIN THE COMMUNITY. THE PROPERTY BUYER IS 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.

BUYER SHOULD REVIEW THE MHAA INFORMATION CAREFULLY TO ASCERTAIN BUYER'S RIGHTS, RESPONSIBILITIES, AND OBLIGATIONS WITHIN THE COMMUNITY.

BUYER:

Daniel Lee Ensign

Date

Abigail Lauren Ensign

Date

<CB3_FirstName>>

Date



Community: AMALYN SFA
Phase #: AMALYN SFA
Homesite: F003

12435 Park Potomac Avenue, Suite 600, Potomac, MD 20854
301-803-4800

**AMALYN BETHESDA
SEVENTH (7th) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND**

**Water and Sewer Utilities
Assessment Disclosure Addendum**

This Water and Sewer Charges Addendum ("Addendum") is attached to and forms a part of the Purchase Agreement by and between Buyer and Seller ("Purchase Agreement"), concerning the purchase of the Home referenced in the Purchase Agreement. Initially capitalized terms used but not otherwise defined in this Addendum shall have the meanings set forth in the Purchase Agreement. If there is a conflict between the Purchase Agreement and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control.

NOTICE TO PURCHASERS OF REAL ESTATE IN MONTGOMERY COUNTY: THIS PROPERTY IS SUBJECT TO AN ANNUAL FEE OR ASSESSMENT WHICH PURPORTS TO COVER OR DEFRAY THE COST OF INSTALLING OR MAINTAINING ALL OR PART OF THE PUBLIC WATER OR WASTEWATER FACILITIES CONSTRUCTED BY THE DEVELOPER OF THE SUBDIVISION. THIS FEE OR ASSESSMENT IS AS SET FORTH BELOW, PAYABLE ANNUALLY IN THE MONTH OF JANUARY TO **WCTL AMALYN LLC** A DELAWARE LIMITED LIABILITY COMPANY, WITH AN ADDRESS OF 7164 COLUMBIA GATEWAY DRIVE, SUITE 230, COLUMBIA, MARYLAND 21046 (THE "LIENHOLDER") COMMENCING UPON THE EARLIER TO OCCUR OF THE FOLLOWING: (I) THE CONVEYANCE OF EACH LOT FROM DECLARANT OR A DECLARANT AFFILIATE TO ANY OTHER OWNER OTHER THAN DECLARANT OR A DECLARANT AFFILIATE, OR (II) THE DATE WHICH IS TWENTY (20) YEARS AFTER THE DATE OF RECORDATION OF THE DECLARATION OF DEFERRED WATER AND SEWER CHARGES AND ASSIGNMENT, AND CONTINUING FOR THIRTY (30) YEARS THEREAFTER. THERE MAY BE A RIGHT OF PREPAYMENT OR DISCOUNT FOR EARLY PAYMENT 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 IS NOT IN ANY WAY A FEE OR ASSESSMENT THE WASHINGTON SUBURBAN SANITARY COMMISSION OR MONTGOMERY COUNTY.

EACH PURCHASER OF A LOT OTHER THAN DECLARANT OR A DECLARANT AFFILIATE SHALL ALSO BE OBLIGATED TO PAY TO THE LIENHOLDER, ITS SUCCESSORS AND ASSIGNS, AT THE SETTLEMENT FOR SUCH LOT A ONE TIME SET UP FEE NOT TO EXCEED TWENTY-FIVE DOLLARS (\$25.00) TO DEFRAY THE COST ASSOCIATED WITH SETTING UP A COLLECTION ACCOUNT RELATING TO THE ANNUAL FEE OR ASSESSMENT DESCRIBED ABOVE. THE UNDERSIGNED PURCHASER(S) HEREBY AGREE(S) TO EXECUTE, WITHOUT ADDITIONAL CONSIDERATION, ALL DECLARATIONS OR SUPPLEMENTAL DECLARATIONS AS THE DEVELOPER/DECLARANT AND/OR LIENHOLDER MAY REQUIRE PRIOR TO AND AFTER CLOSING CONCERNING THE ESTABLISHMENT OF THE FEE, ASSESSMENTS AND THE RIGHT TO CREATE A LIEN RELATING TO THE COST OF INSTALLING THE WATER AND SEWER SYSTEMS SERVICING THE SUBDIVISION.

Each of the installments shall be One Thousand Two Hundred Fifty and No/100 Dollars (\$1,250.00) for Single Family Detached Units and One Thousand One Hundred Twenty-Five and No/100 Dollars (\$1,125.00) for Townhouse/Attached Units. Each annual installment shall be due and payable in advance for the Lots on the

1st day of January of each year for the following year. Notwithstanding that the installments are annual payments, the first annual installment payment shall be due and payable in full in advance on the Commencement Date, without modification, adjustment or proration, irrespective of where that date falls in the calendar year. In most circumstances, the Commencement Date shall be the date of settlement and delivery of the deed to the first owner of the Lot with a new dwelling unit constructed thereon. The second annual installment payment of the Water and Sewer Charges shall be due and payable in full in advance on the first day of the first January immediately following the Commencement Date (regardless of when the first annual installment was paid, even if paid in December) and on the first day of January of each year thereafter until thirty (30) full installment payments of the Water and Sewer Charges have been made and paid in full to the Declarant or its successors and assigns.

All capitalized terms not otherwise defined shall have the same meanings as set forth in the Declaration.

BUYER:

Daniel Lee Ensign

Date

Abigail Lauren Ensign

Date

In Process

Date

SELLER:

Tri Pointe Homes DC Metro, Inc., a Delaware corporation

By:

Date

Name: Stephanie Lynch

Title: Vice President of Sales



Community: AMALYN SFA
 Phase #: AMALYN SFA
 Homesite: F003

12435 Park Potomac Avenue, Suite 600, Potomac, MD 20854
 301-803-4800

ADDITIONAL TERMS ADDENDUM – WCTL AMALYN, LLC

This Additional Terms Addendum ("Addendum") is attached to and forms a part of the Purchase Agreement by and between Buyer and Seller ("Purchase Agreement"), concerning the purchase of the Property referenced in the Purchase Agreement. Initially capitalized terms used but not otherwise defined in this Addendum shall have the meanings set forth in the Purchase Agreement. If there is a conflict between the Purchase Agreement and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control. To the extent certain terms of this Addendum may be "checked" or otherwise indicated to apply, such provisions shall only apply and be a part of this Addendum if so "checked" or otherwise indicated to apply.

ADDITIONAL TERMS AND CONDITIONS. Buyer and Seller agree that The property that is the subject of this agreement is part of a planned community being developed in Montgomery County, Maryland. The parties agree that WCTL AMALYN LLC, or its successors or assigns (the "Seller"), as the Seller of the planned community located at the Property, may from time to time apply to rezone or amend the proffers or development conditions related to the Property after ratification of this agreement or after the settlement date. Such applications may require the joinder of the Buyer as a contract purchaser or owner of the property and Buyer consents thereto and agrees to fully and in good faith cooperate therewith, at no cost or expense to the Seller. This provision shall survive settlement on this property and shall run with the land.

NOTICE: THERE WILL BE CERTAIN ANNUAL ASSESSMENTS AGAINST EACH LOT TO COVER OR DEFRAY THE COSTS AND EXPENSES OF ALL OR PART OF CERTAIN WATER AND SEWER SYSTEMS SERVING THE PROPERTY. PLEASE REVIEW THE "NOTICE TO PURCHASER OF DEFERRED WATER AND SEWER CHARGES" ATTACHED HERETO

BUYER:

 Daniel Lee Ensign

 Date

 Abigail Lauren Ensign

 Date

 Date

 Date

SELLER:

Tri Pointe Homes DC Metro, Inc., a Delaware corporation

By: _____

 Date

Name: Stephanie Lynch _____

Title: Vice President of Sales

In Process



Community: AMALYN SFA
 Phase #:AMALYN SFA
 Homesite: F003

12435 Park Potomac Avenue, Suite 600, Potomac, MD 20854
 301-803-4800

INDEPENDENT INSPECTORS POLICY ADDENDUM

This Independent Inspectors Policy Addendum ("Addendum" or "Inspectors Policy") is attached to and forms a part of the Purchase Agreement by and between Buyer and Seller ("Purchase Agreement"), concerning the purchase of the Property referenced in the Purchase Agreement. Initially capitalized terms used but not otherwise defined in this Addendum shall have the meanings set forth in the Purchase Agreement. If there is a conflict between the Purchase Agreement and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control.

The purpose of this Inspectors Policy is to explain the policy and procedures that apply if Buyer would like to have the Home inspected by Buyer's undersigned independent inspector ("Inspector"). **Notwithstanding Buyer's signature and delivery of this Addendum in connection with the entry into the Purchase Agreement, this Addendum must be signed by the Inspector and such fully signed copy of this Addendum delivered to Seller prior to any entry by Inspector upon the Property.**

1. **COMPLIANCE WITH POLICY.** Seller will allow Inspector to inspect the Home as an accommodation to Buyer provided that such inspection does not delay Closing and Buyer and Inspector comply with this Inspectors Policy. Failure to comply with this Inspectors Policy may delay or prevent Buyer from having Inspector or any other independent inspector inspect the Home. Seller will not delay the construction schedule or a scheduled Closing to accommodate an inspection by Inspector.
2. **COST.** The engagement of the Inspector is at Buyer's discretion and Buyer shall be solely responsible for the payment of all costs and expenses associated with the Inspector.
3. **TIMING.** Buyer must provide notice to Seller at least 30 days (or such lesser number of days as may be accepted by Seller, in the event that the Purchase Agreement Date is less than 30 days prior to the Estimated Closing Date) before Buyer desires to have Inspector inspect the Home. Inspector may not visit the Home while any construction activities are being performed at the Home. Buyer and Inspector can visit the Property only during daylight hours. Seller shall specify the date and time during which such inspection may take place, however, the scheduled inspection date remains subject to any modification that Seller may make due to changes in construction activities or otherwise, including, without limitation, the revocation of Seller's permission for any inspector to inspect or enter upon the Property. The inspection must be performed at least 30 days prior to Closing (or such lesser number of days as may be accepted by Seller, in the event that the Purchase Agreement Date is less than 30 days prior to the Estimated Closing Date) and at least 10 days prior to the scheduled New Home Orientation described in the Purchase Agreement. No later than 5 days prior to the scheduled inspection, Buyer must provide Seller with: (i) a fully executed copy of this Inspectors Policy, signed by Buyer and Inspector, and (ii) evidence of Inspector's insurance coverage as required below. Failure to provide this information will result in Inspector being denied access to the Property or removal from the Property.
4. **INSPECTOR REQUIREMENTS.** Buyer must provide Seller with a copy of Inspector's liability insurance, which insurance shall include a minimum coverage of \$1,000,000, automobile insurance, which insurance shall include a minimum coverage of \$250,000, each with a deductible/self-insured retention of not more than \$25,000, and errors and omissions insurance pertaining to acts and omissions purportedly within the scope of Inspector's Qualifications and Expertise in an amount of not less than \$100,000. In addition, if Inspector is a corporation or other business entity, a certificate of worker's compensation insurance (or sufficient documentation establishing the legal right to not carry such insurance) shall be provided by Buyer to Seller. All of the aforementioned policies of insurance shall be issued by insurance companies acceptable to Seller in its sole discretion. Inspector must hold all appropriate in-state licenses for the state in which the Property is located and provide a copy of any such licenses to Seller.
5. **THE INSPECTION.** Inspector, as well as Buyer must: (i) wear a hard hat and closed toe shoes at all times when inspecting the Home if the Home is under construction, and (ii) follow all of Seller's safety procedures at all times, including, without limitation, the conditions upon Buyer's visit to the Property, as set forth in the Purchase Agreement. The permission

granted by Seller to enter under the terms of this Addendum is restricted to the Property, and none of Buyer or Inspector is authorized to enter upon any other homesite or other portion of the Community. If requested by Seller, all parties at the inspection shall wear shoe covers while inspecting the interior of the Home. Any inspection of the Home by Inspector will be conducted with the degree of care that a reasonably prudent home inspector would exercise. Inspector may not use spray paint, tape, pencil or other type of marking materials on the Home or Property or conduct any type of destructive testing on the Property. Each of the undersigned Buyer and Inspector assumes all risk of any injury, death and damage (whether personally, to the Home, or to other property) which may be experienced in connection with any entry upon the Home or the Property or any other Seller construction site by any of Buyer or Inspector. Buyer and Inspector shall be jointly and severally liable for any damage to the Property due to Inspector's inspection or presence on the Property. Buyer and Inspector jointly and severally agree to indemnify, defend, and hold Seller its related companies, consultants, and the respective employees and subcontractors of all of the foregoing harmless from and against any and all claims, actions, and causes of action related directly or indirectly to any and all mechanics liens, injuries to persons or property, deaths, damages, expenses (including, without limitation, attorneys' fees and court costs) and other losses (collectively, "**Injuries**") purportedly experienced in relation to any access to the Home or the Property or to any act or omission by any Inspector as contemplated herein, even if such Injuries are caused in part by the active or passive negligence of Seller. The undersigned shall not be responsible to indemnify Seller from any Injuries which are caused by the sole negligence of Seller. No person other than Buyer and Inspector may be present during the inspection; provided, however, that Seller's Representatives may be, but are not required to be, present during the inspection of the Home by Inspector.

6. RELEASE. EACH OF THE UNDERSIGNED BUYER AND INSPECTOR ("RELEASOR") HEREBY VOLUNTARILY AND IRREVOCABLY RELEASES SELLER, ITS RELATED COMPANIES, CONSULTANTS, AND THE RESPECTIVE EMPLOYEES AND SUBCONTRACTORS OF ALL OF THE FOREGOING, ("RELEASEES") FROM ANY AND ALL LIABILITY IN CONNECTION WITH ANY INJURY, DEATH, DAMAGE OR OTHER LOSS THAT ANY RELEASOR MAY AT ANY TIME SUSTAIN IN CONNECTION WITH ANY VISIT TO OR UPON THE HOME OR THE PROPERTY OR ANY OTHER CONSTRUCTION SITE, EVEN IF CAUSED SOLELY OR PARTIALLY BY THE NEGLIGENCE OF A RELEASEE.

7. INSPECTION REPORT. Inspector may not attend the New Home Orientation. However, during the New Home Orientation, Seller may elect to speak with Buyer about any issues identified by Inspector so long as Seller has been provided with a report or other written summary which specifically identifies each issue and references the specific applicable state or local building code, ordinance or International Residential Building Code (collectively, "**Codes**") applicable to such issue. Buyer is advised that inspectors may not be required, willing, or qualified to cite to specific Codes, and Buyer is advised to discuss this with Inspector prior to Buyer's engagement of Inspector and/or the inspection. The written inspection report must be provided to Seller at least 3 days prior to the New Home Orientation. By receiving Inspector's report and discussing the same with Buyer, Seller assumes no obligation to address any of the issues contained therein, make any repairs, or perform any corrective action as a result of an inspection of the Home by Inspector. Buyer's obligation to perform under the Purchase Agreement and Closing is not contingent upon, and (absent Seller's written approval, subject to Seller's sole discretion) shall not be delayed by, any results of Inspector's inspection, regardless of any results or finding set forth in Inspector's report, or any remedy suggested as a result of such report. Seller retains the exclusive right, exercisable in Seller's sole discretion, to reject or address any items in the Inspector's report, as Seller deems appropriate, through applicable warranty or otherwise.

BUYER:

Daniel Lee Ensign

Date

Abigail Lauren Ensign

Date

Date

Date

INSPECTOR:

Inspector Signature

Date

Inspector Name

Inspector License Number

In Process



Community: AMALYN SFA
 Phase #: AMALYN SFA
 Homesite: F003

12435 Park Potomac Avenue, Suite 600, Potomac, MD 20854
 301-803-4800

**DISCLOSURE OF AVAILABILITY OF PROPERTY TAX CREDIT
 FOR ACCESSIBILITY IMPROVEMENTS
 (Montgomery County, Maryland Only)**

The undersigned buyer ("Buyer") acknowledges that Buyer has been informed of the following facts concerning Buyer's purchase of the property referenced below ("Property") and has investigated them to Buyer's satisfaction and has received a copy of this disclosure of availability of property tax credit for accessibility improvements ("Disclosure") for Buyer's records.

1. PROPERTY TAX CREDIT. A real property tax credit for the Property may be available to Buyer for the cost of installing accessibility features or the cost of Level I or Level II accessibility standards to the property as defined in Montgomery County Code Section 52-107. Pursuant to Montgomery County Code Section 52-107, Level I Accessibility Standard means a permanent addition to a single family residence that include at least one no-step entrance located at any entry door to the house that is connected to an accessible route to a place to visit on the entry level, a useable powder room or bathroom, and a 32 inch nominal clear width interior door as further defined and described in Executive Regulations adopted under Montgomery County Code Section 52-107. Pursuant to Montgomery County Code Section 52-107, Level II Accessibility Standard means permanent additions to a single family residence that provide all of the Level I Accessibility Standards plus an accessible circulation path that connects the accessible entrance to an accessible kitchen, a full bath, and at least one accessible bedroom as further defined and described in Executive Regulations adopted under Montgomery County Code Section 52-107.

2. IMPROVEMENT FOR WHICH CREDITS ARE AVAILABLE. A permanent modification to a residence that results in: (Buyer shall initial next to any improvements for which it is interested)

2.1 A no-step front door entrance with a threshold that does not exceed ½ inch in depth with tapered advance and return surfaces or, if a no-step front entrance is not feasible, a no-step entrance to another part of the residence that provides access to the main living space of the residence;

2.2 An installed ramp creating a no-step entrance;

2.3 An interior doorway that provides a 32-inch wide or wider clearing opening;

2.4 An exterior doorway that provides a 32-inch wide or wider clear opening, but only if accompanied by exterior lighting that is either controlled from inside the residence, automatically controlled, or continuously on;

2.5 Walls around a toilet, tub, or shower reinforced to allow for the proper installation of grab bars with grab bars installed in accordance with the Americans with Disabilities Act Standards for Accessible Design;

2.6 Maneuvering space of at least 30 inches by 48 inches in a bathroom or kitchen so that a person using a mobility aid may enter the room, open and close the door, and operate each fixture or appliance;

2.7 An exterior or interior elevator or lift or stair glide unit;

2.8 An accessibility-enhanced bathroom, including a walk-in or roll-in shower or tub; or

2.9 An alarm, appliance, and control structurally integrated into the unit designed to assist an individual with a sensory disability.

3. COSTS ESTIMATED FOR PROPOSED CIRCLED IMPROVEMENTS. Some of the above improvements may not be feasible to install based upon the house type, lot size, setbacks, zoning, options and other factors. The estimated cost

to perform the selected improvements can be between \$_____ to \$_____, or higher, subject to the design of the addition, the quality of construction, materials used, size of the addition, market conditions, cost of labor, materials and other factors outside of Seller's control.

4. TAX CREDITS. The amount of any credit will be determined by Montgomery County in accordance with Montgomery County Code §52-107.

PROPERTY:

Street Address: 6942 Silver Linden Street		
City: Bethesda	County: Montgomery	State: MD

BUYER:

[Daniel Lee Ensign](#)

Date

[Abigail Lauren Ensign](#)

Date

Date

Date

SELLER:

[Tri Pointe Homes DC Metro, Inc., a Delaware corporation](#)

In Process

By:

Name: [Stephanie Lynch](#)

Date

Title: [Vice President of Sales](#)



Community: AMALYN SFA
 Phase #: AMALYN SFA
 Homesite: F003

12435 Park Potomac Avenue, Suite 600, Potomac, MD 20854
 301-803-4800

MONTGOMERY COUNTY ADDENDUM
(Montgomery County, Maryland Only)

This Montgomery County Addendum ("Addendum") is attached to and forms a part of the Purchase Agreement by and between Buyer and Seller ("Purchase Agreement"), concerning the purchase of the Property referenced in the Purchase Agreement. Initially capitalized terms used but not otherwise defined in this Addendum shall have the meanings set forth in the Purchase Agreement. If there is a conflict between the Purchase Agreement and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control.

1. MASTER PLAN. Prior to signing the Purchase Agreement, Buyer has the right to examine 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. By signing this Addendum, Buyer acknowledges the following:

- 1.1** Seller has offered Buyer the opportunity to review the applicable master plan and municipal land use plan and any adopted amendments.
- 1.2** Seller has informed Buyer that amendments affecting the plans may be pending before the Planning Board or the County Council, or a municipal planning body.
- 1.3** Buyer has reviewed each plan and adopted amendment or does hereby waive the right to do so.
- 1.4** Buyer understands that to stay informed of future changes in county and municipal land use plans, Buyer should contact the County Planning Board and the appropriate municipal planning body.

BUYER:

2. COMMUNITY WATER AND SEWAGE SYSTEMS, NOTICE AND DISCLOSURE OF AVAILABILITY OF WATER AND SEWAGE DISPOSAL SYSTEMS AND DESIGNATED AREAS. Buyer acknowledges that, prior to Buyer's execution of the Purchase Agreement, Seller provided Buyer the information listed below regarding water and sewer systems for the Property and/or that Seller informed Buyer that Seller does not have the information listed below:

2.1 Whether the Property is connected to, or has been approved for connection to, a public water and sewer system.

2.2 If the Property is not connected to a public water and sewer system: (i) the source, if any, of potable water for the Property, and (ii) whether an individual sewage disposal system has been constructed on the Property or approved or disapproved for construction.

2.3 The water and sewer service area category or categories that currently apply to the Property, and a brief explanation of how each category affects the availability of water and sewer service, and (i) any recommendations in the applicable master plan regarding water and sewer service to the Property, and (ii) the status of any pending water and sewer comprehensive plan amendments or service area category changes that would apply to the Property.

2.4 If the Property is located in a subdivision in which an individual sewage disposal system has been or will be installed, Buyer indicates that Buyer has received and reviewed the recorded plat, including any provisions thereon with regard to restrictions on the location of initial and reserve wells, individual sewage disposal systems (if any), and the buildings to be served by any individual sewage disposal system.

2.5 Buyer 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 or water and sewer body.

BUYER:

Date

Date

Date

Date

3. ENERGY EFFICIENCY DISCLOSURE NOTICE. Before signing a contract for the sale of a single-family home, Sellers of Montgomery County properties must provide purchasers with:

3.1 Information about home energy efficiency improvements, including the benefit of conducting a home energy audit. Buyers should visit the following websites for this information:

<https://www.montgomerycountymd.gov/green/energy/home-incentives-projects.html>
<https://energy.gov/energysaver/energy-saver>
https://www.energystar.gov/index.cfm?c=home_improvement.hm_improvement_audits

3.2 Copies of electric, gas and home heating oil bills **OR** cost and usage history for the single-family home for the immediately prior 12 months, unless the single family home was unoccupied for the entire prior 12 months.

In addition, further information relating to energy efficiency improvements may be found on the Montgomery County, Maryland Department of Environmental Protection Energy Disclosure for Home Sales Form, attached as **Exhibit A** to this Addendum.

Buyer acknowledges that it has been provided with the information as stated in **Section 6.1** and Exhibit A to this Addendum. Buyer understands that the Property is a new home and the information as stated in **Section 6.2** above is not available.

4. MODERATELY PRICED DWELLING UNITS. Seller advises Buyer that if applicable to the Community, Seller will comply with the provisions of Chapter 25A of the Montgomery County Code, entitled "Housing, Moderately Priced", regulating the construction, sale and/or rental of Moderately Priced Dwelling Units ("MPDU'S"). Buyer agrees not to hold Seller responsible or liable if Seller should use special financing or special pricing that may be directed at moderate income purchasers or to satisfy related Montgomery County requirements. Buyer acknowledges that Buyer has had the opportunity to identify the location of the MPDU's in the Community, if applicable.

5. NEW HOME WARRANTY & BUILDER LICENSING PROVISIONS. In addition to the Limited Warranty described in the Purchase Agreement, the following information pertains to communities located in Montgomery County outside the City of Gaithersburg. Seller will provide Buyer the following warranty on the Property:

5.1 Warranty Period. For 1 year, the Home is warranted to be free from any defect in materials or workmanship, subject to the performance standards, limitations and exclusions listed below. For 2 years, the Home is warranted to be free from any defect in the electrical, plumbing, heating, cooling, ventilating, and mechanical systems, subject to the performance standards, limitations, and exclusions listed below. For 5 years, the Home is warranted to be free from any major structural defect, subject to the performance standards, limitations, and exclusions listed below. A major structural defect means actual physical damage to the following 8 designated load-bearing portions of the Home, and, which causes the Home to be unsafe, unsanitary, or otherwise not suitable for residential purposes by community standards: (i) Foundation systems and footings,(ii) beams, (iii) girders, (iv) lintels, (v) columns, (vi) walls and partitions, (vii) floor systems, and (viii) roof framing systems.

5.2 Performance Standards and Limitations. This warranty starts on the date of Closing or occupancy, whichever occurs first. For purposes of this warranty, the minimum performance standards are those established by Chapter 31C of the Montgomery County Code, and any regulations enacted under its authority.

5.3 Notice. Buyer must provide written notice to ProHome (through the ProHome online warranty system as provided in the ProHome Homeowner's Service Guide) of any defects in the Home within 30 days of the expiration of the applicable warranty period. For instance, for any defect covered by the 1 year warranty, Buyer has 1 year and 30 days to notify ProHome in writing of the defect. If Buyer fails to notify ProHome within this timeframe, the defect is not covered by this warranty.

5.4 Transferability. Any unexpired coverage under this warranty is transferable to any subsequent owner of the Home, so long as the Home is used for residential occupation by that owner.

5.5 Exclusions from Warranty Coverage. The following items are excluded from the warranty:

5.5.1 Defects in outbuildings, including detached garages and detached carports, except outbuildings which contain the plumbing, electrical, heating, cooling, or ventilation systems serving the Home, swimming pools and other recreational facilities, driveways, walkways, boundary walls, retaining walls, bulkheads, fences, landscaping, including sodding, seeding, shrubs, trees, and plantings, off-site improvement or any improvements not a part of the Home itself.

5.5.2 Damage to real property which is not part of the Home covered by the warranty and which is not included in the purchase price of the Home.

5.5.3 Any damage to the extent it is caused or made worse by: (i) negligence, improper maintenance, or improper operations by anyone other than Seller or Seller's employees, agents, or subcontractors, (ii) failure by the owner to give written notice to Seller of any defects within 30 days of the expiration of the warranty, (iii) changes, alterations, or additions made to the Home by anyone before or after initial occupancy, except those performed by Seller or Seller's employees, agents or subcontractors, (iv) changes of the grading of the ground by anyone other than Seller, Seller's employees, agents or subcontractors.

5.5.4 Any defect in, or caused by, materials or work, including but not limited to items shown on any "Addendum", supplied by anyone other than Seller, Seller's employees, agents, or subcontractors. Seller will, however, be responsible for any defects in or damage to any materials or work not installed by Seller when the defect or damage is the direct consequence of defects in materials or work installed by Seller.

5.5.5 Accidental loss or damage from acts of nature such as, but not limited to, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, Acts of God, lightning, windstorm, hail, flood, mudslide, earthquake, and

changes in the level of underground water table which are not reasonably foreseeable except to the extent that such accidental loss or damage was caused by or aggravated by defects in construction or materials.

5.5.6 Any damage caused by soil movement for which compensation is provided by legislation or which is covered by other insurance.

5.5.7 Insect damage. This exclusion does not apply to insect damage situations where Seller has failed to use proper materials or construction methods designed to prevent insect infestation.

5.5.8 Any loss or damage which arises while the Home is being used primarily for non-residential use.

5.5.9 Bodily injury.

5.5.10 Any loss or damage which the owner, wherever feasible, has not taken timely action to minimize or provide timely notice to Seller.

5.5.11 Loss or damage due to abnormal loading of the floors by the owner which exceed code requirements.

5.5.12 Consequential damages to personal property are excluded. However, consequential damages to real property as a result of a defect or repair of a defect are covered.

5.5.13 Any condition that does not result in actual physical damage to the Home.

5.6 Notice to Buyer. Montgomery County law does not require this builder to furnish any bond, insurance, or other financial security to guarantee the builder's performance of its warranty obligations. If a builder has promised you any other bond, insurance, or security to guarantee the performance of its warranty obligations, that bond, insurance, or security must be listed here: None.

Seller has not promised Buyer any bond, insurance or security to guaranty the performance of Seller's warranty obligations. The Limited Warranty issued to Buyer is not secured by a third party.

By signing below, Buyer acknowledges and agrees that it has read and understands the notice contained in **Section 8.6. ||Confirm Section reference||**

6. COSTS ATTRIBUTABLE TO TRANSPORTATION RELATED FACILITIES. Seller herewith informs Buyer of the existence of deferred charges attributable to transportation-related facilities for which Buyer assumes liability in the estimated amount of \$0.00 dollars. Buyer understands that, to stay informed of future changes in County and transportation related facilities, Buyer should consult the County Planning Board, the County Department of Transportation, or any appropriate municipal planning or transportation body.

BUYER:

Date

Date

Date

Date

7. AIRPORT/HELIPORT NOTICE. By execution of this Addendum, Buyer acknowledges that Buyer had the opportunity to review the County Master Plan for the area in which the Property is located. The Master Plan should show the location of any airports or heliports within a five-mile radius of the Property; however, we make no representation or warranty regarding the accuracy of the information contained in the Master Plan. Any questions regarding the Master Plan,

including the relative locations of airports and heliports to the Property, should be directed to the Maryland-National Capital Park and Planning Commission, 8787 Georgia Avenue, Silver Spring, Maryland 20910, Phone: 301-495-4594.

8. PRE-CLOSING INSPECTION (WALKTHROUGH). Not less than 24 hours, nor more than 72 hours prior to Closing, Buyer or Buyer's agent shall have the right to inspect the Property ("Inspection"). The Inspection is referred to by ProHome as the "Pre-Closing Walkthrough". Seller will: (i) make every effort to designate dates and times for the Inspection which are reasonably convenient for Buyer, and (ii) allow a reasonable time for Buyer or Buyer's agent to conduct the inspection and will provide Buyer or Buyer's agent with reasonable access to the interior and exterior of the Property. Buyer and Buyer's agents, as well as Seller's representatives, may attend the Inspection. Buyer's right to the Inspection is guaranteed by Montgomery County law.

9. SUBDIVISION PLAT. Buyer acknowledges that, prior to the execution of the Purchase Agreement, we delivered to Buyer an entire copy of the single recorded plat of subdivision on which the Property is located or, if the Property is not subdivided, a copy of such plat as it is intended to be recorded among the land records.

10. RADON. In accordance with Montgomery County Code Section 40-13C, Seller will perform a radon test of the Property less than one year before Closing and will provide Buyer with a copy of the results of the radon test. Buyer will be responsible for reimbursing Seller for the cost of the test. The United States Environmental Protection Agency recommends corrective measures be taken if the radon level is 4 or more picocuries per liter. The House has been constructed with a passive radon venting system. If the radon test results show a level of 4 or more picocuries per liter, as the sole means of remediation, and at its own expense, Seller will convert it to an active radon venting system prior to Closing.

11. ORAL STATEMENTS OR PROMISES.

Oral statements or promises often cause serious disputes between sellers and buyers of new homes. This section of the contract attempts to alleviate potential problems. Unless oral statements or promises are included in this contract, they may not be enforceable under law. By including the terms below, the Buyer and Seller are making them part of this contract. THIS SECTION SHOULD NOT BE LEFT BLANK IF YOU ARE RELYING ON ANY ORAL STATEMENT OR PROMISES.

The following oral statements or promises have been made by the Seller, the Seller's agent, or the Buyer. Performance of each of these statements or promises is incorporated into each party's obligation to fully perform the terms of this contract:

BUYER:

Daniel Lee Ensign

Date

Abigail Lauren Ensign

Date

Date

Date

Date

SELLER'S AUTHORIZED REPRESENTATIVE:

Tri Pointe Homes DC Metro, Inc., a Delaware corporation

By: _____

Date

Name: Stephanie Lynch

Title: Vice President of Sales

In Process

Exhibit A

Energy Disclosure for Home Sales



Montgomery County requires home sellers to provide an energy cost and consumption history, along with information on residential energy efficiency opportunities.

This requirement is intended to ensure that the home buyer is informed of the home's energy performance before the sale, and provides options to finance energy efficiency improvements.

Providing this document to the home buyer, along with the energy cost and usage information, satisfies the Energy Disclosure Requirement (see blue box below).

Home Buying Financing

Energy Efficiency Mortgages

energystar.gov/newhomes/mortgage_lending_programs/energy_efficient_mortgages

This page provides an overview of EEMs and links to resources such as U.S. General Services Administration, and EPA's ENERGY STAR Program.

Streamlined K Loan

hud.gov/program_offices/housing/sfh/203k

This loan supported through the U.S. Department of Housing and Urban Development merges the homeowners mortgage with a loan for any immediate improvements.

Energy Basics

Montgomery County, MD

montgomerycountymd.gov/green/energy

The site has a list of local, state and federal incentives and resources, as well as, utility incentives for energy-efficiency improvements.

ENERGY STAR

energystar.gov

Find information on ENERGY STAR products and tips for common energy efficiency home improvement questions.

Maryland Energy Administration

energy.maryland.gov/residential/Pages/resources.aspx

Assists with calculating the energy efficiency of your home, participating in available energy programs, and accessing incentives and financing.

Energy Disclosure Requirement:

THE SELLER must provide:

- copies of applicable electricity, gas, and home heating oil bills, or a cost and usage history for the 12 months immediately prior to the sale, unless the home was previously unoccupied for the entire 12-month period;
- the required information for the part of the prior 12 months, if any, the single-family home was occupied; and
- information, approved by the Montgomery County Department of Environmental Protection, to assist the buyer in making energy conservation decisions.

Montgomery County Code, § 40-13B

Do-It-Yourself

Online tools are available for DIYers who want to conduct their own energy assessment.

- ENERGY STAR's Knowledge Center: energystar.gov/campaign/knowledgeCenter
- Department of Energy (DOE) Do-It-Yourself Home Energy Audits: energy.gov/energysaver/home-energy-audits/do-it-yourself-home-energy-audits

Energy Efficiency Financing

Montgomery County's Residential Energy Efficiency Property Tax Incentives

montgomerycountymd.gov/finance/taxes/tax_credit_exempt.html#p20y

Receive a property tax for installing eligible energy conservation devices.

Montgomery County Green Bank

mcgreenbank.org

Provides attractive financing options to Montgomery County residents and businesses for investment in clean energy and energy efficiency upgrades.

Maryland Residential Clean Energy Grants

energy.maryland.gov/residential/Pages/incentives/CleanEnergyGrants.aspx

Issues grants for a variety of clean energy installations for homeowners, including solar photovoltaic, solar water heating, and geothermal heating and cooling.

BeSMART Home Loan Program

dhcd.maryland.gov/Residents/Pages/besmart/default.aspx

Offers innovative financing to improve home energy efficiency through replacement and upgrading of appliances, heating, cooling and ventilation systems, and whole house envelope improvements.

Home Energy Assessment

Quick Home Energy Check-Up

Start off small with a QHEC offered at no additional cost by your electric utility. An energy efficiency professional will check the condition of your insulation, heating and air cooling system, lighting, and appliances, as well as, give you energy-saving items.

Home Energy Saver, Online Audit Tool

homeenergysaver.lbl.gov/consumer

An online tool allows homeowners to audit their home's energy performance and identify programs with the greatest savings potential.

Green Home Ratings

Rating systems convey how well the home performs energy-wise. If a home has earned a green rating, ask for a copy of this report for prospective buyers.

Home Energy Score

energy.gov/eere/articles/what-home-energy-score

The U.S. Department of Energy's Home Energy Score is an easy way for home owners, buyers, and renters to get directly comparable and credible information about a home's energy use.

Home Energy Rating System

resnet.us/energy-rating

A home energy rating is an analysis of a home's energy efficiency. The HERS Index is the nationally recognized scoring system for measuring a home's energy performance.

ENERGY STAR Yard Stick

energystar.gov/index.cfm?fuseaction=home_energy_yardstick

A tool to help home buyers compare and understand home usage, by "benchmarking" based on historical performance against other homes in the region. The Home Energy Yard Stick is a powerful tool to understand future home energy costs.



This Document is
Supported By:

Residential Energy Services Network

resnet.us/directory/search

RESNET certifies energy auditors to conduct home audits and assign a HERS rating to compare your home's efficiency to nearby homes.

Home Performance with ENERGY STAR

A professional assessment by a certified contractor offered by your electric utility. Having a certified contractor conduct your assessment ensures that it complies with the program's standards.



Community: AMALYN SFA
 Phase #: AMALYN SFA
 Homesite: F003

12435 Park Potomac Avenue, Suite 600, Potomac, MD
 20854
 301-803-4800

NEW HOME WARRANTY SECURITY PLAN DISCLOSURE

1. DISCLOSURES FOR UNWARRANTED HOMES. MARYLAND LAW REQUIRES A BUILDER WHO DOES NOT PARTICIPATE IN A NEW HOME WARRANTY SECURITY PLAN TO MAKE THE FOLLOWING DISCLOSURE AS PART OF THE CONTRACT FOR SALE OR CONSTRUCTION OF A NEW HOME.

BUILDERS OF NEW HOMES, IN THE STATE OF MARYLAND, ARE REQUIRED TO BE REGISTERED WITH THE CONSUMER PROTECTION DIVISION OF THE OFFICE OF THE ATTORNEY GENERAL UNLESS THEY BUILD NEW HOMES EXCLUSIVELY IN MONTGOMERY COUNTY. IN THAT CASE, THEY ARE REQUIRED TO REGISTER WITH THE MONTGOMERY COUNTY OFFICE OF CONSUMER AFFAIRS.

THE SELLER DOES NOT PARTICIPATE IN A NEW HOME WARRANTY SECURITY PLAN AS DEFINED BY THE ANNOTATED CODE OF MARYLAND. THEREFORE, THE PURCHASER MAY BE AFFORDED ONLY A HOME BUILDER'S LIMITED WARRANTY (PWC FORM NO. 117) (THE "HBLW WARRANTY") AND CERTAIN LIMITED IMPLIED WARRANTIES AS ARE PROVIDED BY LAW.

MARYLAND LAW REQUIRES SELLER TO EITHER DISCLOSE ANY ACTUAL KNOWLEDGE THAT SELLER HAS OF ANY HAZARDOUS OR REGULATED MATERIALS WHICH ARE PRESENT ON THE SITE OF THE NEW HOME OR TO STATE THAT SELLER IS MAKING NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER ANY HAZARDOUS OR REGULATED MATERIALS ARE PRESENT ON THE SITE OF THE NEW HOME.

SELLER HAS ACTUAL KNOWLEDGE THAT THE FOLLOWING HAZARDOUS OR REGULATED MATERIALS ARE PRESENT ON THE SITE OF THE NEW HOME:

- | | | | |
|--------------------------|-----------------------|--------------------------|---------------------------|
| <input type="checkbox"/> | ASBESTOS | <input type="checkbox"/> | LEAD-BASED PAINT |
| <input type="checkbox"/> | METHANE | <input type="checkbox"/> | UNDERGROUND STORAGE TANKS |
| <input type="checkbox"/> | LICENSED LANDFILLS | <input type="checkbox"/> | UNLICENSED LANDFILLS |
| <input type="checkbox"/> | LICENSED RUBBLE FILLS | <input type="checkbox"/> | UNLICENSED RUBBLE FILLS |
| <input type="checkbox"/> | RADON | | |

OTHER HAZARDOUS OR REGULATED MATERIALS AND OTHER ENVIRONMENTAL HAZARDS PRESENT ON THE SITE: _____

OR

SELLER HAS NO ACTUAL KNOWLEDGE OF ANY HAZARDOUS OR REGULATED MATERIAL PRESENT ON THE SITE OF THE NEW HOME.

OR

SELLER IS MAKING NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER THERE IS ANY HAZARDOUS OR REGULATED MATERIAL ON THE SITE OF THE NEW HOME.

THE PURCHASER HAS THE RIGHT TO CHANGE THE PURCHASER'S MIND AND TO RESCIND THIS PURCHASE AGREEMENT. IF THE PURCHASER DECIDES TO DISCONTINUE THIS PURCHASE AGREEMENT, THE PURCHASER MUST NOTIFY THE SELLER IN WRITING, WITHIN 5 WORKING DAYS FROM

THE DATE THE PURCHASER SIGNS THE PURCHASE AGREEMENT. UPON RESCISSION, THE PURCHASER IS ENTITLED TO A REFUND OF ANY MONIES PAID TO THE SELLER FOR THE NEW HOME.

2. SELLER LIMITS ITS OBLIGATIONS UNDER THE HBLW WARRANTY TO REPAIR AND REPLACEMENT. EXCEPT FOR THE HBLW WARRANTY, THOSE WARRANTIES EXPRESSLY REQUIRED BY LAW, OR THOSE WARRANTIES PROVIDED DIRECTLY TO YOU BY THE MANUFACTURER OF ANY CONSUMER PRODUCTS, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED RELATING TO THE RESIDENTIAL UNIT OR THIS TRANSACTION. UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES AND IN NO EVENT SHALL THIS BE CONSTRUED TO LIMIT OR PRECLUDE THE PURCHASER'S RIGHT TO OBTAIN CONSEQUENTIAL DAMAGES TO THE EXTENT THIS PROVISION IS INCONSISTENT WITH THE REQUIREMENTS OF SECTION 13-301(13) OF THE MARYLAND CONSUMER PROTECTION ACT.

THE HOMEBUYER HAS READ AND UNDERSTANDS THE ABOVE DISCLOSURE.

BUYER:

Daniel Lee Ensign

Date

Abigail Lauren Ensign

Date

Date

Date

SELLER:

DC Metro

By:

Date

Name: Stephanie Lynch

Title: Vice President of Sales



**CONSUMER PROTECTION DIVISION
OFFICE OF THE ATTORNEY GENERAL OF MARYLAND**

NEW HOME BUYERS:

What You Should Know Before You Pay a Deposit On Your New Home

When you sign a contract to purchase a lot with a new home, the builder generally requires that you pay a deposit.

Maryland law requires that the builder put your deposit in an escrow account, unless your builder has a surety bond or letter of credit on file with the State.

Your builder has completed the other side of this form to tell you how the builder intends to comply with this law.

What the Builder Must Do With Your Deposit:

The builder must keep the money in the escrow account, or maintain the surety bond or letter of credit in effect, until one of the three things happen:

- (1) the builder transfers the deed to you at settlement. The amount of the deposit is then credited to you as payment towards the total purchase price and the builder then keeps the deposit, or
- (2) the builder returns the deposit money to you, or
- (3) you fail to do something that is required in your contract, and your contract provides that the builder can keep the deposit because of that failure.

Before you sign the contract, make sure you understand what you have to do to avoid losing your deposit.

What You Should Do If the Builder Does Not Comply with the Law:

- ☞ **Contact the Home Builder Registration Unit of the Consumer Protection Division at 410-576-6573; 200 St. Paul Place, 16th Floor, Baltimore, MD 21202.
E-mail address: homebuilder@oag.state.md.us**
- ☞ **Contact the State's Attorney Office in the county in which the house was to be built.** Willful and knowing failure to maintain the corporate surety bond, irrevocable letter of credit, or escrow account may be a felony, punishable by a fine, prison sentence, and restitution to the consumer.
- ☞ **Contact your private attorney.** Violation of the law may also constitute a breach of contract and an affair or deceptive trade under practice under the Consumer Protection Act.



**CONSUMER PROTECTION DIVISION
OFFICE OF THE ATTORNEY GENERAL OF MARYLAND**

The builder has checked each application box below to indicate whether the builder will be using an escrow account, surety bond or letter of credit:

Escrow Accounts

The builder will deposit the buyer's deposit into an escrow account at:

Name of financial institution: _____

Name on the account: _____

The account number: _____

- ☞ **Buyers: make your deposit check payable to the escrow account name and number listed above.**
- ☞ The builder must use the escrow account solely to hold buyers' deposits, and must keep the escrow account separate from the builder's other accounts. The law prohibits the builder from using the deposit money for its operating expenses or any other purpose.
- ☞ Money in the builder's escrow account can be withdrawn on the builder's signature alone, and you will not necessarily know if the builder withdraws the money. **For additional protection, you may want to negotiate a clause in your sales contract that requires that the deposit be put in a separate escrow account that requires both your's and your builder's signature to withdraw.**

Surety Bonds and Letters of Credit

- The builder has a corporate surety bond on file with the Home Builder Registration Unit of the Consumer Protection Division. Safeco Insurance Co. of America Bond No: 6198332, \$500,000.
- The builder has a letter of credit on file with the Home Builder Registration Unit of the Consumer Protection Division.
- ☞ The surety bond or letter of credit provides that if the builder does not properly use or return its buyers' deposits as required by law, a third party insurance company or bank will pay up to the total amount of the bond or letter of credit. The amount of the bond or letter of credit is set by law to provide at least partial coverage of the deposits of that builder's new home buyers, but may not provide full coverage for all buyers' deposits.
- ☞ To verify that your builder is covered by a corporate surety bond or letter of credit, call the Home Builder Registration Unit at 410-576-6573 or toll-free at 1-877-259-4525.
- ☞ You may make a claim on the builder's surety bond or letter of credit by sending a letter that describes your complaint and a copy of your contract to: Director, Home Builder Registration Unit, Consumer Protection Division, 200 St. Paul Place, 16th Floor, Baltimore, MD 21202



**CONSUMER PROTECTION DIVISION
OFFICE OF THE ATTORNEY GENERAL OF MARYLAND**

The Builder hereby certifies that it will comply with the Art. 10, Subtitle 3 and 5 of the Md. Real Property Code Ann. by using the escrow account, surety bond, and/or letter of credit described above.

The Buyer hereby certifies that he or she has received a copy of this disclosure form.

Winchester Homes Inc MHBR#57

Full Legal Name of Builder and Registration Number

BUYER:

Daniel Lee Ensign

Date

Abigail Lauren Ensign

Date

Date

Date

SELLER:

Tri Pointe Homes DC Metro, Inc., a Delaware corporation

By:

Name: Stephanie Lynch

Date

Title: Vice President of Sales



Community: AMALYN SFA
 Phase #: AMALYN SFA
 Homesite: F003

12435 Park Potomac Avenue, Suite 600, Potomac, MD 20854
 301-803-4800

BROKER REGISTRATION

Prospective Buyer(s): Daniel Lee Ensign, Abigail Lauren Ensign or its/their affiliated entity assignee (collectively, "Prospective Buyer")

Date of FIRST visit: October 7, 2023 ("Original Visit Date")

Dear Agent or Broker,

Thank you for introducing Prospective Buyer to the Amalyn Origin Collection ("Community") offered by Tri Pointe Homes DC Metro, Inc., a Delaware corporation ("Seller"). We value our relationship with brokers and agents like you and have taken great care to spell out the referral fee eligibility conditions in an effort to ensure that you, your clients and your company have a clear understanding of what's required.

By registering Prospective Buyer on his/her first visit to the Community, you will establish a **60 day** registration period ("Registration Period") commencing from the Original Visit Date referenced above. If Prospective Buyer and Seller execute a Purchase Agreement ("Purchase Agreement") for a new home at the Community before the expiration of the Registration Period and the other conditions set forth in the Broker Co-Op/Referral Fee Agreement attached as **Exhibit A** are satisfied, Seller will pay the Brokerage of Agent or Broker (as such terms are defined below) a referral fee at the successful closing of the purchase of the property by Prospective Buyer (or such other buyer as permitted under the terms of Exhibit A attached) under the Purchase Agreement in the amount of \$15,000.00 ("Referral Fee").

This Broker Registration ("Registration") is effective only: (i) for Prospective Buyer, (ii) during the Registration Period, and (iii) for the Community set forth above. If Prospective Buyer fails to execute a Purchase Agreement prior to the expiration of the Registration Period, the Registration automatically lapses and must be re-established in writing by re-registering Prospective Buyer. By providing your signature and information below you are representing and warranting that you are actively employed by a brokerage licensed by the state in which the Community is located and that you are a duly licensed agent or broker in such state. **Once the Registration Period expires, you must personally return to the Community with Prospective Buyer to re-register Prospective Buyer for another 60 days by executing a new Broker Registration form. No email or fax re-registration is allowed unless approved by Seller or Seller's real estate broker in writing. If the Referral Fee with respect to the Community changes during a period of registration, any re-registration shall be at the new Referral Fee.**

Our goal is the same as yours: to help your clients achieve their home ownership dreams. Like you, we want their home buying experience to be smooth, efficient and rewarding, and we want that experience to be a credit to you. By following our guidelines, you can help ensure that everyone achieves their goals. Thank you for being our partner in success.

By signature below, the parties hereto acknowledge and agree to be bound by the terms and conditions referenced above and attached as Exhibit A. PLEASE PRINT CLEARLY

Realty Firm ("Brokerage"): Compass (attach business card)

Referring Real Estate Agent/Broker's Name ("Agent or Broker"): Cara Pearlman

Agent or Broker Signature

Date

Phone: (202) 641-3008 Email: cara@dcsurbhomes.com

Agent or Broker's License No.: 588331

Broker ID No.: 30-0751604

(If this information is not provided, Brokerage will not be paid the Referral Fee)

PROSPECTIVE BUYER SIGNATURE AND INFORMATION:

Buyer's Name/Date: Daniel Lee Ensign
(502) 457-7011

Phone

Buyer's Name/Date: Abigail Lauren Ensign
(301) 908-9588

Phone

Buyer's Name/Date:

Phone

Buyer's Name/Date:

Phone

Verification by New Home Advisor:

400 K Street NW, Apt 1123, Washington, District of Columbia 20001

Current Mailing Address
daniel.ensign@gmail.com

Email

400 K Street NW, Apt 1123, Washington, District of Columbia 20001

Current Mailing Address
abbylensign@gmail.com

Email

Current Mailing Address

Email

Current Mailing Address

Email

Date



Community: AMALYN SFA
Phase #: AMALYN SFA
Homesite: F003

12435 Park Potomac Avenue, Suite 600, Potomac, MD 20854
301-803-4800

BROKER CO-OP/REFERRAL FEE AGREEMENT

Tri Pointe Homes DC Metro, Inc., a Delaware corporation is the seller of the Community named below ("Seller"). Seller agrees to pay a referral fee in the amount of \$15,000.00 ("Referral Fee"), to

Compass ("Brokerage")

(Name of Brokerage)

Located at: 5471 Wisconsin Ave, Ste 300 Chevy Chase Maryland 20815
(Address of Brokerage)

if the referred prospective buyer(s),

Daniel Lee Ensign

Abigail Lauren Ensign

or its/their affiliated entity assignee (collectively, "Prospective Buyer")

who visited Seller's AMALYN SFA ("Community") New Home Gallery on or

about October 7, 2023 ("Original Visit Date") with Cara Pearlman, an Agent or Broker

employed by Brokerage ("Agent or Broker"), provided that all of the following conditions are satisfied (i.e., each of the below is a condition precedent to Seller Broker's obligation to pay the Referral Fee to Brokerage):

a. Agent or Broker physically accompanies and personally registers Prospective Buyer with Seller Broker upon the first visit by Prospective Buyer to Seller's New Home Gallery referenced above (such registration is accomplished by the completion, execution and delivery of a Broker Registration form ("Broker Registration") to which this Broker Co-Op/Referral Fee Agreement ("Agreement") is attached); and

b. Prospective Buyer executes, on or before that date which is 60 days after the Original Visit Date (or 60 days after re-registration as detailed in subsection (ii) below), a Purchase Agreement ("Purchase Agreement") for a residence in/at 6942 Silver Linden Street of the Community named above (any such residence being the "Property"); and

c. Agent or Broker executes this Agreement prior to, or concurrently with, Prospective Buyer executing the Purchase Agreement; and

d. The Purchase Agreement is accepted in writing by Seller; and

e. Brokerage and Agent or Broker are licensed as real estate brokers or salespersons in the state in which the Property is located and remain licensed and in good standing throughout the term of this Agreement; and

f. All sales documentation is prepared by the New Home Advisor on Seller's approved documents; and

g. Prospective Buyer and Seller close on the purchase of the Property and the Property is conveyed to Prospective Buyer in accordance with the terms of the Purchase Agreement.

Notwithstanding the foregoing, if the Referral Fee with respect to the Community changes during a period of registration, any re-registration shall be at the new Referral Fee.

By initialing immediately below, Agent or Broker acknowledges and agrees that the period commencing on the Original Visit Date and continuing through that date 60 days thereafter constitutes a sufficient, fair and reasonable period in which Agent or Broker may work with Prospective Buyer to present an executed Purchase Agreement to Seller.

Initials of Agent or Broker confirming the provision immediately above:

It is further understood and agreed that no Referral Fee, commission or other compensation shall be paid to Brokerage if:

- (i) Agent or Broker fails to register with Seller Broker upon the first visit by Prospective Buyer to Seller's New Home Gallery referenced above; or
- (ii) 60 days after the Original Visit Date passes and Prospective Buyer and Seller have not executed a Purchase Agreement or Prospective Buyer and Agent or Broker have not re-registered with Seller by visiting the Community New Home Gallery in person and executing a new Broker Registration form (which restarts the 60 day Registration Period (as defined in the Broker Registration)); or
- (iii) Prospective Buyer's position under the Purchase Agreement is assigned with or without Seller's consent and the Prospective Buyer is not named as a "Buyer" under the Purchase Agreement at the closing of the purchase of the Property under the Purchase Agreement ("Closing"); or
- (iv) Closing fails to occur for any reason whatsoever; or
- (v) Agent or Broker is not employed by Brokerage as a real estate agent and/or broker duly licensed in the same state as that in which the Property is located as of Closing.

To the greatest extent allowed by law, the liability of Seller Broker for Seller Broker's obligations under this Agreement, or any amendments thereto, shall be limited to the Referral Fee, and neither the Brokerage, Agent or Broker, nor the Prospective Buyer shall look to any property or assets of Seller Broker or Seller (including, but not limited to, the Property that is the subject of this Agreement), or the property or assets of any direct or indirect partner, member, manager, shareholder, director, officer, principal, employee or agent of Seller Broker and Seller (collectively, the "**Seller Broker Parties**") in seeking either to enforce Seller Broker's obligations under this Agreement, or any amendments thereto, or to satisfy a judgment for Seller Broker's failure to perform such obligations; and none of the Seller Broker Parties shall be personally liable for the performance of Seller Broker's obligations under this Agreement, or any amendments thereto.

It is further understood and agreed that no Referral Fee or other compensation shall be paid to Brokerage if, prior to the date hereof, Prospective Buyer (or anyone named as "Buyer" under the Purchase Agreement at Closing) has visited the Community with an agent or broker who has executed an agreement with Seller Broker (or any other real estate broker representing Seller) under which Seller Broker (or such other real estate broker representing Seller) is obligated to pay a referral fee or commission to anyone other than Brokerage. For the avoidance of doubt, at no time shall Seller Broker be responsible for the payment of more than one Referral Fee for any registered Prospective Buyer. If Prospective Buyer has registered with more than one Brokerage/Agent or Broker, Seller Broker will honor the earlier dated registration (so long as it is in effect and its Registration Period, subject to any re-registration, has not expired). Seller Broker is not obligated to pay any split commissions with respect to the Referral Fee. This Agreement is the only agreement to pay a commission or other compensation by Seller Broker to Agent or Broker or Brokerage, supersedes all other agreements (including any Multiple Listing System agreements), and is not an agreement to split commissions. Seller Broker's obligation to pay any commission will be discharged upon Seller Broker giving written instructions to the closing agent to pay the Referral Fee to Agent or Broker at Closing.

Neither the Broker Registration nor this Agreement protects the registering Agent or Broker from another agent or broker becoming involved in any transaction involving Prospective Buyer and the Property. The agents and/or brokers involved shall resolve any dispute arising between brokers or agents. Any payment of commission when more than one broker is registered or is claiming payment will be contingent upon a full release of Seller and Seller Broker in a form satisfactory to Seller and Seller Broker by all brokers claiming a commission or any additional claims against Seller and/or Seller Broker for

commissions or fees. Agent or Broker shall indemnify, defend and hold harmless Seller, Seller Broker, and their respective officers, directors, partners, shareholders, affiliates, employees, agents, successors and assigns, from and against any and all claims, demands, damages, actions, causes of action, losses, judgments, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) arising from or in connection with any such dispute and for any act, error or omission (active or passive) or willful misconduct of Agent or Broker in connection with this Agreement or the transaction contemplated under the Purchase Agreement.

It is further understood and agreed that Seller Broker (New Home Advisor(s) Julie O'Gilvie and any sales associate employed by Seller Broker) is the agent exclusively for Seller in this transaction. No portion of the Referral Fee shall be credited to Prospective Buyer. Unless otherwise agreed in writing by Seller Broker, Agent or Broker must be affiliated with the Brokerage during the term of this Agreement to be eligible for the Referral Fee.

IT IS FURTHER AGREED THAT SHOULD AGENT OR BROKER OR BROKERAGE CHARGE A TRANSACTION FEE OR ANY OTHER FEE IN ADDITION TO THE REFERRAL FEE, SAID FEE SHALL BE PAID EXCLUSIVELY BY PROSPECTIVE BUYER, AND NEITHER SELLER NOR SELLER BROKER SHALL HAVE ANY LIABILITY FOR SAID FEE. PROSPECTIVE BUYER HEREBY AGREES TO PAY ANY TRANSACTION FEE OR OTHER FEE IN ADDITION TO THE REFERRAL FEE CHARGED BY AGENT OR BROKER OR BROKERAGE AND HEREBY ACKNOWLEDGES THAT NEITHER SELLER NOR SELLER BROKER HAS ANY OBLIGATION TO, AND WILL NOT, PAY ANY SUCH TRANSACTION FEE OR ANY OTHER FEE IN ADDITION TO THE REFERRAL FEE.

Time is of the essence to this Agreement and to the performance of each and every act referenced herein and in any and all other documents referenced herein. Agent or Broker may not assign this Agreement without the prior written consent of Seller Broker. Any purported assignment or transfer without the prior written consent of Seller Broker shall be null and void and of no effect. This Agreement shall be governed by, interpreted under and construed in accordance with the internal laws of the state in which the Property is located. No provision of this Agreement may be modified, waived, amended or added to except by a writing signed by the party against which the enforcement of such modification, waiver, amendment or addition is or may be sought. Seller reserves the right to accept, reject, amend or terminate any Purchase Agreement with Prospective Buyer without liability to Agent or Broker.

Agent or Broker represents that all agency disclosures required by applicable law or regulation have been made to Prospective Buyer, including without limitation that Seller Broker is the exclusive representative of Seller for the sale of new homes in the Community and Agent or Broker is the exclusive representative of Prospective Buyer.

PROSPECTIVE BUYER'S AGENT OR BROKER:

Tax Identification Number of Brokerage Company: 30-0751604

Real Estate License Number of Agent or Broker: 588331

Agent or Broker Signature

Date

Cara Pearlman
Printed Name

PROSPECTIVE BUYER:

Daniel Lee Ensign

Date

Abigail Lauren Ensign

Date

Date

Date

SELLER BROKER:

By: _____

Name: Stephanie Lynch

Title: _____

Date

In Process



Community: AMALYN SFA
Phase #: AMALYN SFA
Homesite: F003

12435 Park Potomac Avenue, Suite 600, Potomac, MD 20854
301-803-4800

RECEIPT FOR DOCUMENTS MARYLAND SINGLE FAMILY

Buyer hereby acknowledges receipt of the following documents prior to entering into the Purchase Agreement:

DOCUMENTS AND INFORMATION REGARDING THE PROPERTY AND YOUR PURCHASE

Affiliated Business Arrangement Disclosure
Community Disclosure Statement
Declaration of Deferred Water and Sewer Charges (Montgomery and Anne Arundel Counties Only)
Site Plan for the Property
Record Plat for the Property
Strip Drawing (townhomes only)
Elevation for the Home (single family detached only)
Community Standard Features List (not applicable for completed homes and model homes)
Consumer Rights Guide
Deposit Disclosure from Maryland Consumer Protection Division
Disclosure of Availability of Property Tax Credit (Montgomery County Only)
Sample Home Builder's Limited Warranty
New Home Performance Standards and Limited Warranty Manual
Caring for Your New Home ("Homeowner's Manual")
New Home Experience Guide

COMMUNITY ASSOCIATION DOCUMENTS

Articles of Incorporation of
Budget/Assessment Fee Schedule of
Architectural Guidelines of
Rules and Regulations of

ALL OF THE ABOVE-MENTIONED DOCUMENTS ARE IMPORTANT TO BUYER'S PURCHASE OF THE PROPERTY. BY SIGNING BELOW, BUYER ACKNOWLEDGES THAT BUYER HAS RECEIVED ALL OF THE ABOVE DOCUMENTS AND HAD THE OPPORTUNITY TO READ THEM PRIOR TO EXECUTING THE PURCHASE AGREEMENT. THE ABOVE DOCUMENTS SHALL BE DEEMED TO HAVE BEEN READ AND APPROVED BY BUYER.

SAMPLE LIMITED WARRANTY: Buyer hereby acknowledges receipt of a sample copy of the limited warranty listed above ("Limited Warranty"), administered by Professional Warranty Service Corporation. While certain information contained in the SAMPLE Limited Warranty may change, the procedure for dispute resolution, including, without limitation, the binding arbitration provision contained therein, will not be revised. In other words, the binding alternative dispute resolution procedure will be the procedure Buyer will be required to comply with in the event of a dispute under the Limited Warranty that will be delivered to Buyer after closing.

Buyer is advised to read the sample Limited Warranty in its entirety and to discuss with Seller any questions Buyer may have about Seller's and Buyer's duties thereunder. **By Buyer's signature below, Buyer acknowledges that Buyer has received the sample Limited Warranty and Buyer understands that Buyer will be required to comply with the terms**

and conditions of the Limited Warranty, including, without limitation, the binding arbitration provision contained therein.

DOCUMENTS IN ELECTRONIC FORMAT: Seller may provide Buyer copies of some or all listed documents in electronic format (CD-Rom, Flash Drive, email or other electronic format), however, Seller shall also provide any such document to Buyer in hard copy, upon Buyer's request. If such electronic media is available, Buyer should not accept this type of alternative media unless Buyer will have the readily available means to read the documents prior to entering into Buyer's Purchase Agreement, and Buyer should instead request hard copies of such documents. A complete hard copy of the listed documents will be available for your review in the sales office or upon specific request.

BUYER AGREES TO RETAIN ALL DOCUMENTS RECEIVED IN CONNECTION WITH THE PURCHASE OF THE PROPERTY AND PROVIDE SUCH DOCUMENTS TO ANY SUBSEQUENT PURCHASER OF THE PROPERTY. Buyer acknowledges that it has received all of the documents listed above via electronic format or paper copies and may receive other documents provided in conjunction with the purchase of the Property (collectively, the "**Documents**"). Buyer shall maintain a full and complete paper or electronic copy of the Documents. Buyer agrees to provide any subsequent buyer with a complete copy of the Documents including, but not limited to, the maintenance manual, any contractual warranties and all manufactured products' maintenance and limited warranty information provided by Seller to Buyer. Buyer should instruct any subsequent buyer to provide to their subsequent buyer a complete copy of the Documents.

Homesite No: F003

BUYER:

Daniel Lee Ensign

Date

Abigail Lauren Ensign

Date

Date

Date



Community: AMALYN SFA
 Phase #: AMALYN SFA
 Homesite: F003

12435 Park Potomac Avenue, Suite 600, Potomac, MD 20854
 301-803-4800

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

This is to give notice that Tri Pointe Homes DC Metro, Inc. ("TPHDCM") has business relationships with (i) Tri Pointe Connect, LLC ("Connect"), a mortgage broker, (ii) Tri Pointe Assurance, Inc. ("Assurance"), a title agency that works with First American Title Insurance Company And First American Title Guaranty Company (collectively, "First American"), and (iii) Tri Pointe Advantage Insurance Services, Inc. ("Advantage"), an insurance agency selling property, casualty, and other types of insurance. The business relationships referenced are that TPHDCM's ultimate parent entity, Tri Pointe Homes, Inc., indirectly owns 100% of TPHDCM, Assurance, and Advantage, as well as 65% of Connect. The remaining 35% of Connect is owned by loanDepot.com, LLC ("loanDepot"), to whom Connect loans can be brokered. Because of these relationships, any referral to these entities may provide TPHDCM, its parent company and/or its affiliates with a financial or other benefit.

Set forth below is the estimated charge, or range of charges, for the settlement services listed. You are **NOT** required to use the listed provider as a condition for settlement of your loan on, or purchase, sale or refinance of, the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

Connect – Mortgage Broker—Connect will not make any charges to the purchaser/borrower for its services but will receive compensation from the lenders to whom it brokers (including loanDepot) of approximately 2.75% - 2.85% of the loan. loanDepot does not charge the purchaser/borrower any direct fees. You will be charged certain third party fees for an appraisal, credit reports and additional closing costs by the escrow/title company, closing attorney and lender. Connect and/or the applicable lender will provide you with a Loan Estimate detailing credit costs and loan terms, including closing costs.

Assurance – Title Examination and Escrow Services—In Maryland, Assurance will issue title policies on behalf of First American. Assurance will be entitled to receive 50% to 85% of the title insurance premium that is charged by First American and 100% of the title binder fee. The estimated range of title premium charges as well as the fees Assurance charges for escrow services are described below or on the back of this page.

Advantage – Homeowners—Annual premium rates for homeowners insurance vary substantially depending on many factors, including the type and amount of coverage; property value; home or community features, building materials used, type, age, location, and size of home; claims history; and other related factors. For example, assuming a new single-family home in Maryland with replacement homeowners insurance coverage in the approximate amount of \$435,000, Advantage's average annual premium rate is approximately \$580, but ranges roughly between \$467 and \$683.¹ **Flood**—Annual premium rates for flood insurance also vary considerably depending on many factors, including whether flood insurance is required or being purchased voluntarily, the location and value of the home, the flood risk that is perceived as being posed and other related factors. Generally, for voluntary flood risk insurance, the average annual premium is approximately \$415 and typically ranges between \$171 and \$675.¹ Flood insurance that is required will often cost more and depending on the situation could cost more than a thousand dollars a year.

Acknowledgement: I/We have read this disclosure form, and understand that any referrals by TPHDCM for the above described settlement service(s) may result in TPHDCM, its parent company and/or its affiliates receiving a financial or other benefit.

BUYER:

Daniel Lee Ensign

Date

Abigail Lauren Ensign

Date

Date

Date

Title Rates and Other Title Related Charges (Maryland)

Title Services Charge or Range of Charges/ALTA/Eagle Rates per \$1,000

Owners Title Insurance Premium up to \$250,000 \$5.75

\$250,001 to \$500,000 \$4.90

\$500,001 to \$1,000,000 \$4.20

\$1,000,001 to \$5,000,000 \$3.30

\$5,000,001 to above \$2.00

Lender's Policy Simultaneous Issue \$175.00

Title Binder Fee \$50 to \$100

In addition, if Assurance closes your real estate transaction, it may also make some or all of the following charges:

Closing Fee \$600.00

Document Prep/Deed Certification Fee \$150.00

Electronic Document Delivery Fee \$150.00

In Process



Community: AMALYN SFA
 Phase #: AMALYN SFA
 Homesite: F003

12435 Park Potomac Avenue, Suite 600, Potomac, MD 20854
 301-803-4800

CONTACT INFORMATION SHEET

AMALYN SFA
6942 Silver Linden Street
Bethesda, MD 20817

BUYER INFORMATION: NAME: Daniel Lee Ensign ADDRESS: 400 K Street NW, Apt 1123, Washington, District of Columbia 20001 PREFERRED PHONE: (502) 457-7011 ALTERNATE PHONE: EMAIL: daniel.ensign@gmail.com	BUYER BROKER INFORMATION: NAME: Compass ADDRESS: 5471 Wisconsin Ave, Ste 300 Chevy Chase Maryland 20815 AGENT: Cara Pearlman PHONE: (202) 641-3008 EMAIL: cara@dcsurbhomes.com
BUYER INFORMATION: NAME: Abigail Lauren Ensign ADDRESS: 400 K Street NW, Apt 1123, Washington, District of Columbia 20001 PREFERRED PHONE: (301) 908-9588 ALTERNATE PHONE: EMAIL: abbylensign@gmail.com	LENDER INFORMATION: NAME: Tri Pointe Connect - DC-Metro ADDRESS: 12435 Potomac Park Avenue Suite 602 Potomac, Maryland, 20854, United States LOAN OFFICER: Joni Katz PHONE: (703) 597-5050 EMAIL: joni.katz@tripointeconnect.com
BUYER INFORMATION: NAME: ADDRESS: PREFERRED PHONE: ALTERNATE PHONE: EMAIL:	CLOSING AGENT INFORMATION: NAME: TRI Pointe Assurance-DC-Metro CONTACT: Lauren Marshall(Maryland) PHONE: (301) 732-8055 EMAIL: requests@tripointeassurance.com
BUYER INFORMATION: NAME: ADDRESS: PREFERRED PHONE: ALTERNATE PHONE: EMAIL:	TITLE COMPANY INFORMATION: NAME: TRI Pointe Assurance - DC-Metro ADDRESS: 4800 N Scottsdale Rd., Ste. 2250, Scottsdale, Arizona 85251 PHONE: EMAIL: requests@tripointeassurance.com
NEW HOME ADVISOR INFORMATION: NAME: Julie O'Gilvie COMMUNITY ADDRESS: Bethesda, MD. PHONE: EMAIL: julie.ogilvie@tripointehomes.com	



Online Design Center
Option Order

Unassigned home 1157F003

Lot Number: **F003**

Home Number: **1157F003**

Address: **6942 Silver Linden Street, Bethesda, MD 20817**

AMALYN SFA: 27AR - Ainsley Rear Kitchen: 02 -

Design Consultant: Julie O'Gilvie

Print Date: **10/30/2023**

Submitted Total: \$69,850.00

Submitted Options

Option No.	Option Name	Qty	Delta Price	Submitted
Flex/Configuration Selections				
AS207A	Full Bath w/Tub - Lower Level	1	\$3,790.00	10/30/2023
				
EX000R	REVERSE Swing	1	\$0.00	10/30/2023

Reverse

	EX0ASFA1	Scheme 1 Amalyn	1	\$0.00	10/30/2023
Description:	Newbury-Midtown 5 7/8" Stone // Archway #50 grey Precast Heads // Rich Espresso Horizontal Siding // Wildwood Corners, Garage, Windows, Deck Trim // Black Deck Skirt Trim // Subway 0536 Inset Panel and Bay Panel // Subway 0536 Loft Panel // Rich Espresso Horizontal Siding @ Rear & Parapet Walls // Black Windows // Black Metal Canopy, Soffit & Fascia // Black Downspout & Scupper // Black Licorice 0529 Entry Door // Black Garage Door // Driftwood Duradek // White TPO // Black Railing //				

Exterior Color Scheme
#Exterior Color Scheme by TPH2

	PL641G	Gas Line Rough-in to Exterior For Future Gas Appliance	1	\$650.00	10/30/2023
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Location Notes: Roof Top Terrace



	PL641H	Additional Exterior Hose Bib	1	\$410.00	10/30/2023
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Location Notes: Covered Terrace



	AS233A	Roof Access Stair w/Stairwell	1	\$65,000.00	10/30/2023
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	IN800E	Oak Stairs-1st Flr to 2nd Flr	1	\$0.00	10/30/2023
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Stained Stair Risers
#Stained Stair Risers by TPH2

	IN800G	Oak Stairs-Lower Level to 1st floor	1	\$0.00	10/30/2023
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Stained Stair Risers
#Stained Stair Risers by TPH2

Notwithstanding the finalization of this Buyer Option Order, as indicated by Buyer's execution of this Buyer Option Order, Seller shall have no obligation to order any Options until the Options Addendum or Options Amendment to which this Buyer Option Order is attached, as applicable, is fully executed by Buyer. Buyer has paid the required Options Deposit and Seller has approved the Options by signing the Options Addendum or Options Amendment to which this Buyer Option Order is attached, as applicable. Capitalized terms not otherwise defined in this Buyer Option Order shall have the meaning ascribed to such term in the Purchase Agreement under which the Option Addendum or Option Amendment to which this Buyer Option Order is attached is entered into.

Buyer's signature or acceptance of this Buyer Option Order is final and binding upon Buyer and may not be revised or amended without the written consent of Seller. By executing this Buyer Option Order you are confirming that you have reviewed the information above and are agreeing to accept and pay for the option selections set forth above, under the terms of the purchase agreement and any Options Addendum or Options Amendment.

We endeavor to provide accurate information, but information provided through this service may not always be accurate and may contain errors or misstatements. Products, features, prices and options are subject to change or substitution, any time without notice or obligation, in Seller's sole and absolute discretion. Product descriptions, photos, renderings, images, and other information may reflect artists' conceptions and are for illustrative purposes only and may not accurately represent actual construction. All information is provided as-is and without any warranty as to the accuracy and completeness of any information. Neither Seller nor any of its affiliates, suppliers, service providers, or representatives undertakes any responsibility or liability for any errors or omissions in any information provided through this service or for any actions taken as a result of your use of this option selection service. Use of this service does not constitute an offer or solicitation for sale and does not create any contract, agreement, legal rights or obligations between us with respect to the sale of any home or real property. Agreement to or execution of this document by any studio design professional or other person shall not constitute Seller's acceptance of this Buyer Option Order, which may only be accepted by Seller pursuant to the Options Addendum or Options Amendment process referenced above. Not all features and options are available in all homes. Unless otherwise expressly stated, homes do not come with hardscape, landscape, or other decorator items. Community maps, illustrations, plans and/or amenities reflect our current vision and are subject to change without notice. Our name and the logos contained herein are registered trademarks of Tri Pointe Homes, Inc. and/or its subsidiaries. © 2021 Tri Pointe Homes, Inc. All rights reserved. tripointehomes.com/statelICENSES-notices

Homebuyer _____ Date _____

Homebuyer _____ Date _____



ST-16 COLOR SCHEMES
LOTS F001 - F008
COLOR SCHEME #:

GRADING BASED ON SITE PLAN DATED: NOV 16, 2021
DRAWING NUMBER: F001-F008
GRADING BASED ON SITE PLAN RECEIVED: 12/06/2021

NOTE:
ORIENTATION OF PARTY WALL DETAILS DEPEND UPON
HIGHER SLAB LOCATION WITH RESPECT TO PROPERTY
LINE.

ON SITE VERIFICATION
VERIFICATION OF ALL DIMENSIONS AND CONDITIONS IS
THE RESPONSIBILITY OF THE CONTRACTOR. CONSULT
THE CONDUCTORS OF THE ARCHITECTURAL PLANS FOR
EXACT DIMENSIONS AND LOCATIONS OF ALL FOOTINGS,
BEAM POCKETS, STOOPS, AREAWAYS, SUMPS, FIXTURES
AND OTHER OPENINGS. PROVIDE BRICK LEDGES WHERE
REQUIRED.

THESE DRAWINGS DO NOT COVER ZONING, SITE WORK,
UTILITIES, EASEMENTS, SITE LAYOUT, BUILDING HEIGHT
REGULATIONS, PROPERTY LINE, PROPERTY
LINES OR GRADING. SEE SITE PLAN BY OTHER.
ALL WORK TO BE PERFORMED IN CONFORMANCE WITH
STATE AND LOCAL CODES.



Architecture + Planning
8609 Westwood Center Dr.
Suite 600
Tysons, VA 22182
ktgy.com
703.992.6116

KTGY Project No: 20180355.01

Project Contact: John May
Email: jmay@ktgy.com

Principal: Smita Anand
Project Designer: Saul Soto

Developer

tri pointe
H O M E S
TRI POINTE HOMES
12435 PARK POTOMAC AVENUE,
SUITE #600
POTOMAC MD 20854
PHONE NO. 301.803.4800
FAX NO. ---

AMALYN
MONTGOMERY CO., MD
STRIP
DRAWINGS

No.	Date	Description
2022.02.01		ST-16.0 (INITIAL)
2023.05.18		ST-16 (FINAL)
2023.09.18		ST-16 (REV 01)

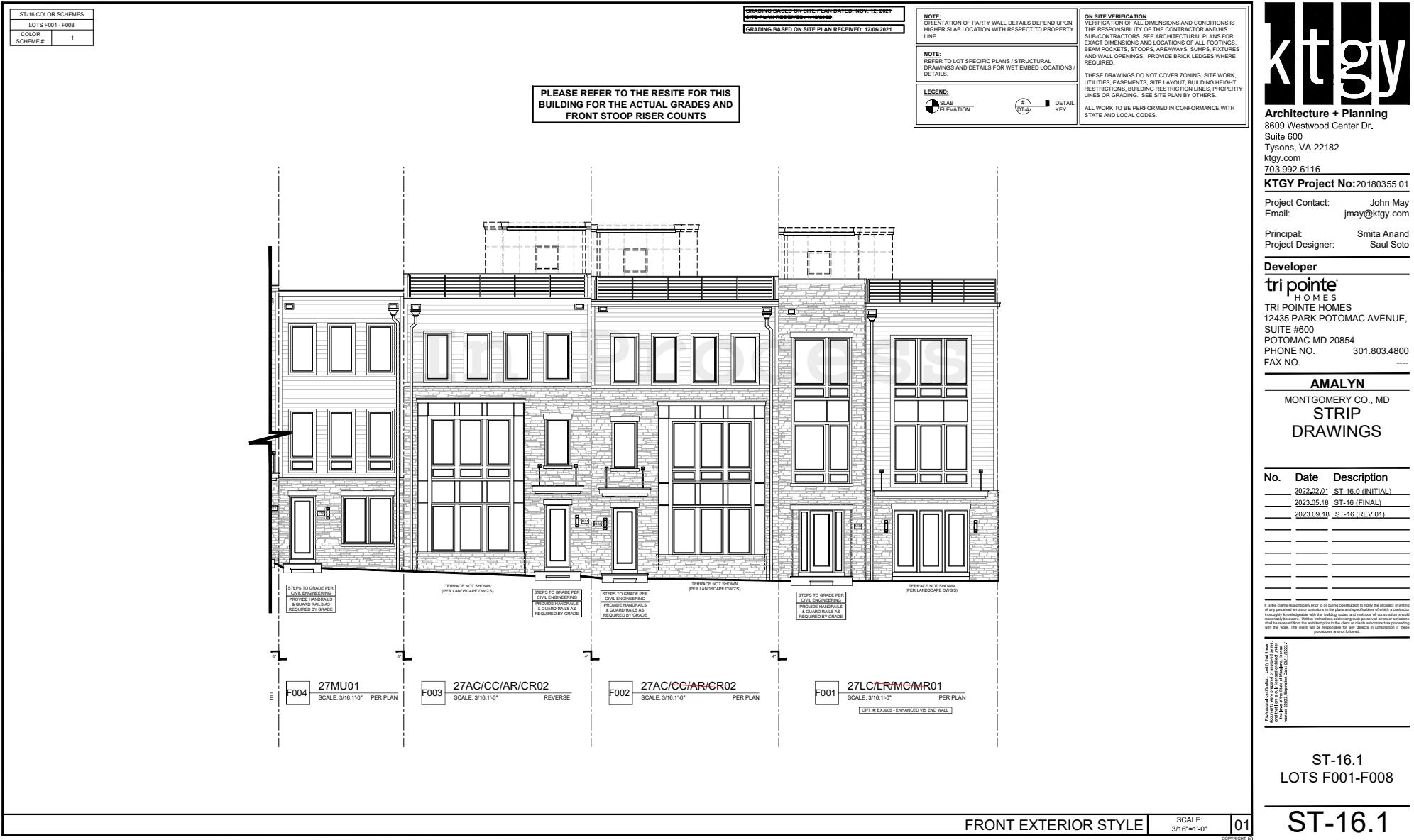
If the client receives liability price or is during construction to notify the architect in writing of any perceived errors or omissions in the plans and specifications of which a contractor may be held liable. The architect shall not be liable for any errors or omissions which may necessarily be present. Written instructions addressing such perceived errors or omissions shall be issued by the architect in writing and shall supersede any previous written instructions. The architect shall not be liable for any defects in construction if these perceptions are not confirmed.

Printed on Hammermill EnviroGuard 24 lb. Bond paper
by a KODAK Color Laser printer
on 03/08/2023 at 10:30 AM

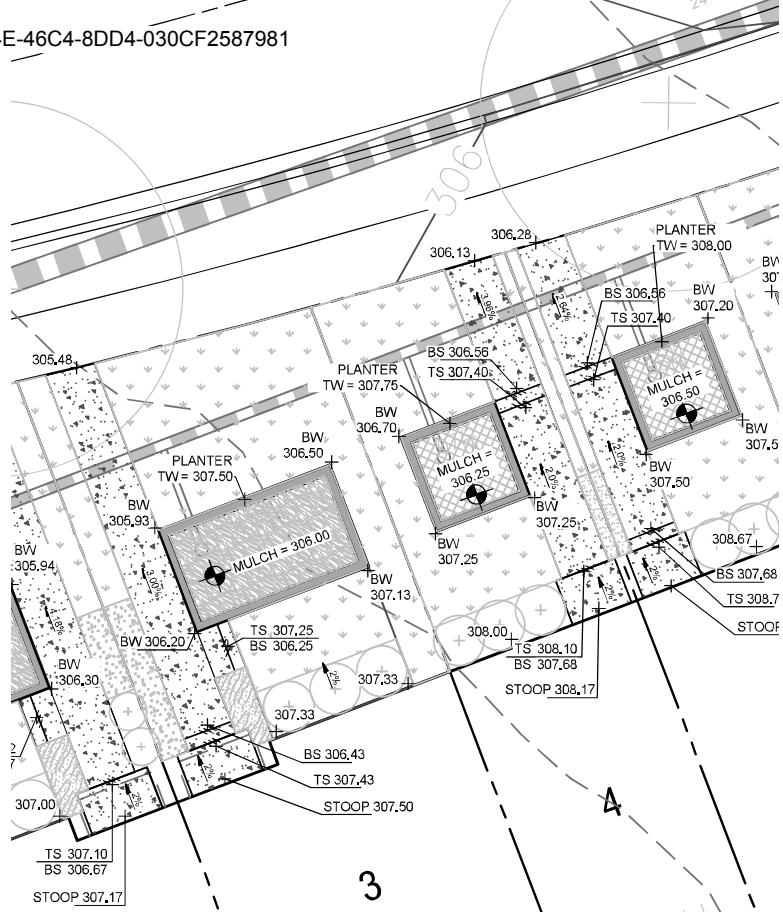
ST-16
LOTS F001-F008

FRONT EXTERIOR STYLE | SCALE:
1/8"=1'-0" | 01

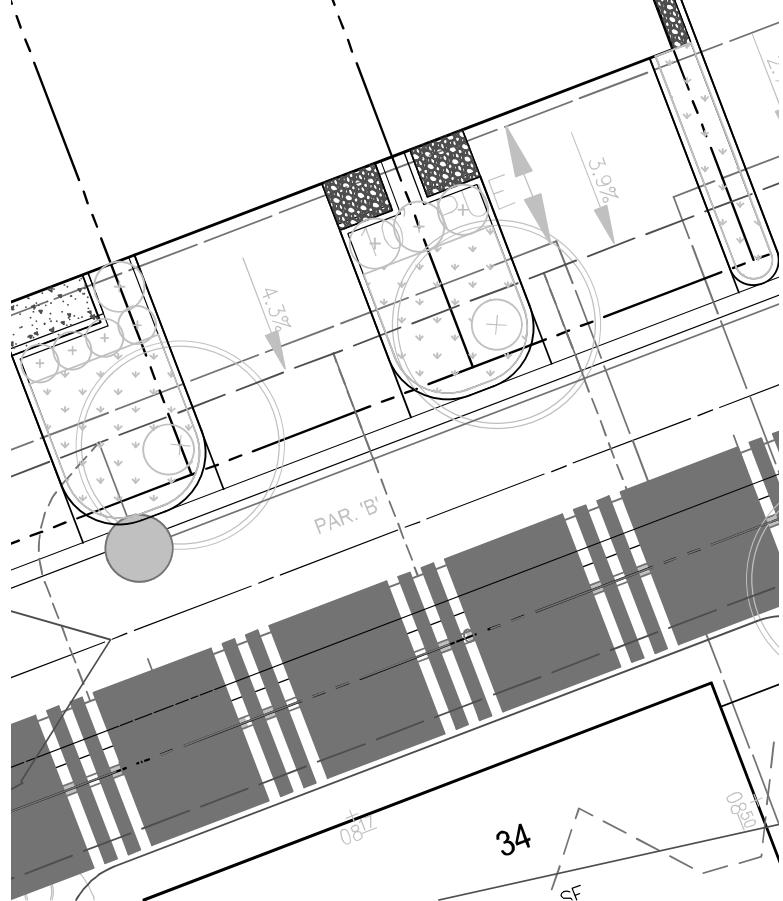
ST-16.0







2 In Process 3





INCLUDED FEATURES

Amalyn Origin

CURB APPEAL

- ▶ Exterior styles featuring a mix of stone and siding (per plan)
- ▶ Therma Tru entry door with matte black hardware
- ▶ 2-bay garage with garage door opener
- ▶ Covered terrace and cantilevered deck with Duradeck Flooring (per plan)

THE DETAILS

- ▶ 10' ceilings on the main living level and 9' ceilings on all other levels
- ▶ Stained oak staircase from the lower level to the main living level and main living level to bedroom level
- ▶ Shaw 5" engineered hardwood flooring on the main living level, foyer and garage entry/family foyer and upper hallway
- ▶ Choice of 2-panel or 5-panel interior doors Schlage
- ▶ Latitude Lever chrome door hardware Leviton
- ▶ Decora light switches
- ▶ Wood closet shelving

BEAUTIFUL BATHROOMS & LAUNDRIES

- ▶ Primary Bath
 - Luxurious walk-in shower
 - 12"x24" Ceramic tile floor and 12"x12" wall tile to ceiling
 - PureStyle cabinets with choice of finishes
 - Vanities with double sinks & quartz countertops
 - Delta fixtures with a choice of finishes
 - Elongated toilet
- ▶ Powder Room
 - Pedestal sink with Delta fixture with a choice of finishes
 - Elongated toilet
 - Shaw 5" engineered hardwood flooring
- ▶ Secondary Baths
 - PureStyle cabinets with choice of finishes
 - Vanity with quartz countertops & Delta fixtures with a choice of finishes
 - Elongated toilet
 - 12"x12" Ceramic tile floors and 3"x6" wall
- ▶ Laundry room on bedroom level

KITCHEN ENVY

- ▶ 42" designer full overlay PureStyle cabinets with choice of finishes
- ▶ Large kitchen island
- ▶ Quartz countertops with choice of colors
- ▶ Designer stainless steel canopy hood
- ▶ KitchenAid Stainless Steel appliances including French Door refrigerator, gas range, ENERGY STAR dishwasher, combination single wall oven and built-in microwave with convection cooking
- ▶ Stainless steel undermount kitchen sink
- ▶ Delta Essa Touch faucet

DISTINCTIVELY INTELLIGENT

- ▶ HomeSmart® package includes the following devices:
 - Mesh network
 - Cat6 wiring
 - Schlage Connect front door lock
 - Ring Pro doorbell
 - Liftmaster® garage door opener with two remotes
 - 2 Leviton® WiFi smart switches (front door & foyer)
 - Ecobee3 Lite thermostat (per plan)

ENERGY AND EARTH FRIENDLY

- ▶ Pella Low-e vinyl windows - color to match scheme
- ▶ Energy Efficient Carrier® HVAC with gas heat and humidifier
- ▶ Rinnai Tankless Water Heater
- ▶ Merv 13 air filter
- ▶ Whole home surge protection
- ▶ Electrical conduit rough in for future car charger

Life-changing by Design

tri pointe[®]
HOMES

The prices of our homes, included features, plans, specifications, promotions/incentives, neighborhood build-out and available locations are subject to change without notice. Stated dimensions, square footage and acreage are approximate and should not be used as a representation of any home's or homesite's precise or actual size, location or orientation. There is no guarantee that any particular homesite or home will be available. No information or material herein is to be construed to be an offer or solicitation for sale. A Broker/Agent must register their client in person on client's first visit at each community for a Broker/Agent to receive a commission or referral fee, if available. Not all features and options are available in all homes. Unless otherwise expressly stated, homes do not come with hardscape, landscape, or other decorator items. Any photographs or renderings used herein reflect artists' conceptions and are for illustrative purposes only. Community maps, illustrations, plans and/or amenities reflect our current vision and are subject to change without notice. Maps not to scale. Photographs or renderings of people do not depict or indicate any preference regarding race, religion, gender, sexual orientation, disability, familial status, or national origin. Some amenities may not yet be constructed. Builder reserves the right to change the size, design, configuration and location of amenities not yet constructed and does not warrant the suitability thereof for any use or for any person. There is no guarantee that any particular homesite, home or common area will offer a view or that any particular view will be preserved. Views may also be altered by subsequent development, construction, and landscaping growth. A link to a third party website does not imply endorsement of that site nor any ability to control that site's privacy practices. Marketing promotions/incentives, if any, are subject to conditions or restrictions and are subject to change without notice. No warranty or guarantee is made regarding any particular area public school/school district or that any particular public school/school district will service any given community. Schools/school districts may change over time. Builder does not warrant the suitability of any trail for any use or for any person. Our name and the logos contained herein are registered trademarks of Tri Pointe Homes, Inc. and/or its subsidiaries. © 2021 Tri Pointe Homes, Inc. All rights reserved. For State Licensing and Notices, see <https://www.tripointehomes.com/statelicenses-notices>. 11/10/2020