



### Homeowners Association (HOA) Seller Disclosure/Resale Addendum for Maryland (Recommended for the Listing Agreement and required for either the Regional Contract or the MAR Contract)

Address 15705 Kanawha Ct  
 City Rockville State MD Zip 20855 Lot: 16  
 Block/Square: N Unit: \_\_\_\_\_ Section: \_\_\_\_\_ Tax ID # \_\_\_\_\_  
 Parking Space(s) # \_\_\_\_\_ Storage Unit(s) # \_\_\_\_\_ Subdivision/Project: Derwood Station

#### PART I. SELLER DISCLOSURE

**1. SELLER'S ACKNOWLEDGMENT : ALL INFORMATION HEREIN WAS COMPLETED BY THE SELLER.**  
 The information contained in this Disclosure issued pursuant to Section 11B-106(b) of the Maryland Homeowners Association Act is based on the Seller's actual knowledge and belief and is current as of the date hereof.

**2. NAME OF HOMEOWNERS ASSOCIATION:** The Lot, which is the subject of this Contract, is located within a Development and is subject to the Derwood Station Homeowners Association.

**3. CURRENT FEES AND ASSESSMENTS:** Fees and assessments as of the date hereof amount respectively to:  
**A. HOA Fee:** Potential Buyers are hereby advised that the present HOA fee for the subject unit and parking space or storage unit, if applicable, is \$ 288 per year  
**B. Special Assessments:**  No  Yes (If yes, complete 1-4 below.)  
 1) Reason for Assessment: na  
 2) Payment Schedule: \$ na per \_\_\_\_\_  
 3) Number of payments remaining na as of na (Date)  
 4) Total Special Assessment balance remaining \$ \_\_\_\_\_  
**C. Delinquency:** Are there any delinquent Fees and/or Special Assessments?  No  Yes  
**D. Fee Includes:** The following are included in the HOA Fee:  
 None  Trash  Lawn Care  Other \_\_\_\_\_

**4. FEES DURING PRIOR FISCAL YEAR:** The total amount of fees, assessments and other charges imposed by the HOA upon the Lot during the prior fiscal year of the HOA is as follows:  
 Fees: \$ 288  
 Assessments: \$ \_\_\_\_\_  
 Other Charges: \$ \_\_\_\_\_  
 Total: \$ 288

**5. PARKING AND STORAGE:** Parking Space(s) and Storage Unit(s) may be designated by the Association Documents as: 1) General Common Elements for general use (possibly subject to a lease or license agreement), 2) Limited Common Elements assigned for the exclusive use of a particular Unit, or 3) Conveyed by Deed. The following Parking and/or Storage Units convey with this property:  
 Parking Space #(s) na  is  is not Conveyed by Deed. If conveyed by Deed, Lot \_\_\_\_\_ Block \_\_\_\_\_ and Tax ID # \_\_\_\_\_, Lot \_\_\_\_\_ Block \_\_\_\_\_ and Tax ID # \_\_\_\_\_  
 Storage Units #(s) na  is  is not Conveyed by Deed. If conveyed by Deed, Lot \_\_\_\_\_ Block \_\_\_\_\_ and Tax ID # \_\_\_\_\_, Lot \_\_\_\_\_ Block \_\_\_\_\_ and Tax ID # \_\_\_\_\_

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

Name: The Management Group Phone: 301-948-6666

Address: 20440 Century Blvd, Germantown, MD 20874

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

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

*none*

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

*none*

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

**10. SELLER'S OBLIGATIONS AND BUYER'S RIGHTS IN THE EVENT OF CHANGES:**

The Seller is required to provide the Buyer with notice of any changes in mandatory fees exceeding ten percent (10%) of the amount previously stated to exist and copies of any other substantial and material amendments to the above disclosures after they become known to the Seller.

Any Buyer may, within three (3) calendar days following receipt by the Buyer of such amendment which adversely affects the Buyer, cancel in writing the contract subject to the provisions of §11B-108 of the Maryland Homeowners Association Act.

**11. NOTICE OF BUYER'S RIGHT TO RECEIVE DOCUMENTS PURSUANT TO THE MARYLAND HOMEOWNERS ASSOCIATION ACT (HOA DOCUMENTS):**

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

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

(1) A STATEMENT AS TO WHETHER THE LOT IS LOCATED WITHIN A DEVELOPMENT;

(2) (i) THE CURRENT MONTHLY FEES OR ASSESSMENTS IMPOSED BY THE HOMEOWNERS ASSOCIATION UPON THE LOT;

(ii) THE TOTAL AMOUNT OF FEES, ASSESSMENTS, AND OTHER CHARGES IMPOSED BY THE HOMEOWNERS ASSOCIATION UPON THE LOT DURING THE PRIOR FISCAL YEAR OF THE HOMEOWNERS ASSOCIATION; AND

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

(3) THE NAME, ADDRESS, AND TELEPHONE NUMBER OF THE MANAGEMENT AGENT OF THE HOMEOWNERS ASSOCIATION, OR OTHER OFFICER OR AGENT AUTHORIZED BY THE HOMEOWNERS ASSOCIATION TO PROVIDE TO MEMBERS OF THE PUBLIC, INFORMATION REGARDING THE HOMEOWNERS

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GCAAR Form #904 - MD HOA Addendum  
(Formerly #1323)



**PART II - RESALE ADDENDUM**

The Contract of Sale dated 05/23/16, between Seller Robert G Thomson Eva Vladar and Buyer \_\_\_\_\_ is hereby amended by the incorporation of Parts I and II, which shall supersede any provisions to the contrary in the Contract.

**1. DEED AND TITLE/TITLE:** Paragraph is amended to include the agreement of the Buyer to take title subject to commonly acceptable easements, covenants, conditions and restrictions of record contained in HOA instruments, and the right of other owners in the Common Elements of the HOA and the operation of the HOA.

**2. PAYMENT OF FEES AND ASSESSMENTS:** Buyer agrees to pay such Fees and/or other Special Assessments as the Board of Directors or Association of the HOA may from time to time assess against the Unit, Parking Space and Storage Unit (as applicable) for the payment of operating and maintenance or other proper charges. Regarding any existing or levied but not yet collected Special Assessments: The  Seller agrees to pay OR  Buyer agrees to assume at the time of settlement any Special Assessments as disclosed in the Current Fees and Assessments Paragraph.

**3. ASSUMPTION OF HOA OBLIGATIONS:** Buyer hereby agrees to assume each and every obligation of, to be bound by and to comply with the covenants and conditions contained in the HOA instruments and with the Rules and Regulations and covenants and restrictions of the HOA, from and after the date of settlement hereunder.

**4. RIGHT TO CANCEL:** Buyer shall have the right for a period of five (5) days following Buyer's receipt of the HOA documents and statements referred to in the HOA Documents Paragraph to cancel this Contract by giving Notice thereof to Seller. In the event that such HOA documents and statements are delivered to Buyer on or prior to the ratification of this Contract by Buyer, such five (5) day period shall commence upon ratification of this Contract. If the HOA documents and statements are not delivered to Buyer within the 20 day time period referred to in the HOA Documents Paragraph, Buyer shall have the option to cancel this Contract by giving Notice thereof to Seller prior to receipt by Buyer of such HOA documents and statements. Pursuant to the provisions of this paragraph, in no event may the Buyer have the right to cancel this Contract after Settlement.

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date

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### Inclusions/Exclusions Disclosure and Addendum (Required for use with GCAAR Sales Contract)

Property Address: 15705 Kanawha Ct Rockville MD 20855

#### PART I. INCLUSIONS/EXCLUSIONS DISCLOSURE

**Personal Property and Fixtures:** The Property includes the following personal property and fixtures, if existing: built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke and heat detectors, TV antennas, exterior trees and shrubs. If more than one of an item conveys, the number of items is noted. Unless otherwise agreed to herein, all surface or wall mounted electronic components/devices **DO NOT** convey. The items marked **YES** below are currently installed or offered.

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Alarm System	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Freezer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Satellite Dish
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Built-in Microwave	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Furnace Humidifier <i>not used</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Storage Shed
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Ceiling Fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2	Garage Opener	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Stove or Range
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Central Vacuum	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2	w/ remote	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Trash Compactor
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Clothes Dryer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Gas Log	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Wall Oven
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Clothes Washer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Hot Tub, Equip, & Cover	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Water Treatment System
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Cooktop	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Intercom	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Window A/C Unit
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Dishwasher	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Playground Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Window Fan
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Disposer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Pool, Equip, & Cover	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Window Treatments
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Electronic Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Refrigerator	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Wood Stove
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Fireplace Screen/Door	<input checked="" type="checkbox"/>	<input type="checkbox"/>		w/ ice maker				

#### OTHER

#### LEASED ITEMS

Any leased items, systems or service contracts (including, but not limited to, fuel tanks, water treatment systems, lawn contracts, security system monitoring, and satellite contracts) DO NOT CONVEY absent an express written agreement by Buyer and Seller. The following is a list of the leased items within the Property:

Seller certifies that Seller has completed this checklist disclosing what conveys with the property and gives permission to make this information available to prospective buyers.

Robert G Thomson 5/24/16  
Seller Date

Eva Vladar 5/24/16  
Seller Date

#### PART II. INCLUSIONS/EXCLUSIONS ADDENDUM

The Contract of Sale dated 05/23/16 between Seller Robert G Thomson, Eva Vladar and Buyer \_\_\_\_\_ is hereby amended by the incorporation of Part I and II herein.

Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_



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

ADDENDUM # \_\_\_\_\_ dated 05/23/16 to the Contract of Sale between Buyer \_\_\_\_\_ and Seller Robert G Thomson Eva Vladar for Property known as 15705 Kanawha Ct Rockville, MD 20855

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

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

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

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

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

OR

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

Buyer \_\_\_\_\_

Seller





MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address:

15705 Kanawha Ct

Rockville MD 20855

Legal Description:

Derwood Station, Lot 16 Block N

NOTICE TO SELLER AND PURCHASER

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

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

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

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

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

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

NOTICE TO PURCHASERS: The information provided is the representation of the Owners and is based upon the actual, knowledge of Owners as of the date noted. Disclosure by the Owners is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Owners as to the condition of the property of which the Owners have no knowledge or other conditions of which the Owners have no actual knowledge.

How long have you owned the property? 6 + YEARS

Property System: Water, Sewage, Heating & Air Conditioning (Answer all that apply)

Water Supply: [X] Public [ ] Well [ ] Other
Sewage Disposal: [X] Public [ ] Septic System approved for (# bedrooms) Other Type
Garbage Disposal: [X] Yes [ ] No
Dishwasher: [X] Yes [ ] No
Heating: [ ] Oil [X] Natural Gas [X] Electric [ ] Heat Pump Age Other
Air Conditioning: [ ] Oil [ ] Natural Gas [X] Electric [ ] Heat Pump Age 2011 Other
Hot Water: [ ] Oil [X] Natural Gas [ ] Electric Capacity Age Other



Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems:  Yes  No  Unknown

Comments: SLIGHT SETTLEMENT CRACK IN UNFINISHED PORTION OF BASEMENT WALL - NO

2. Basement: Any leaks or evidence of moisture?  Yes  No  Unknown  Does Not Apply

CHANGE SINCE HOME PURCHASE

3. Roof: Any leaks or evidence of moisture?  Yes  No  Unknown

Type of roof: \_\_\_\_\_ Age: \_\_\_\_\_

Is there any existing fire retardant treated plywood?  Yes  No  Unknown

Comments: \_\_\_\_\_

4. Other Structural Systems, including Exterior Walls and Floors:

Comments: \_\_\_\_\_

Any Defects (structural or otherwise)?  Yes  No  Unknown

Comments: \_\_\_\_\_

5. Plumbing System: Is the system in operating condition?  Yes  No  Unknown

Comments: MASTER SHOWER SPILL, MISPLACED CURTAIN - MINOR DAMAGE REPAIRED TO D-R-CEILING

6. Heating Systems: Is heat supplied to all finished rooms?  Yes  No  Unknown

Comments: \_\_\_\_\_

Is the system in operating condition?  Yes  No  Unknown

Comments: \_\_\_\_\_

7. Air Conditioning System: Is cooling supplied to all finished rooms?  Yes  No  Unknown  Does Not Apply

Comments: \_\_\_\_\_

Is the system in operating condition?  Yes  No  Unknown  Does Not Apply

Comments: REPLACED 2011

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?  Yes  No  Unknown

Comments: \_\_\_\_\_

8A. Will the smoke detectors provide an alarm in the event of a power outage?  Yes  No

Are the smoke detectors over 10 years old?  Yes  No UNKNOWN

If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018?  Yes  No

Comments: \_\_\_\_\_

9. Septic Systems: Is the septic system functioning properly?  Yes  No  Unknown  Does Not Apply

When was the system last pumped? Date: \_\_\_\_\_  Unknown

Comments: \_\_\_\_\_

10. Water Supply: Any problem with water supply?  Yes  No  Unknown

Comments: \_\_\_\_\_

Home Water Treatment System:  Yes  No  Unknown

Comments: N/A

Fire Sprinkler System:  Yes  No  Unknown  Does Not Apply

Comments: \_\_\_\_\_

Are the systems in operating condition?  Yes  No  Unknown

Comments: \_\_\_\_\_

11. Insulation:

In exterior walls?  Yes  No  Unknown

In ceiling/attic?  Yes  No  Unknown

In any other areas?  Yes  No  Where: \_\_\_\_\_

Comments: \_\_\_\_\_

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?

Yes  No  Unknown

Comments: \_\_\_\_\_

Are gutters and downspouts in good repair?  Yes  No  Unknown

Comments: \_\_\_\_\_

13. Wood-destroying insects: Any infestation and/or prior damage:  Yes  No  Unknown

Comments:

Any treatments or repairs?  Yes  No  Unknown

Any warranties?  Yes  No  Unknown

Comments: TREATMENT BY PRIOR OWNER, REASON UNKNOWN

14. Are there any hazardous or regulated materials (including, but not limited to licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property?

If yes, specify below.

Yes  No  Unknown

Comments:

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?

Yes  No  Unknown

Comments:

16. Are there any zone violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?

If yes, specify below.

Yes  No  Unknown

Comments:

16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office?

Yes  No  Does Not Apply  Unknown

Comments:

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District?

Yes  No  Unknown If yes, specify below.

Comments:

18. Is the property subject to any restriction imposed by a Homeowners Association or any other type of community association?

Yes  No  Unknown If yes, specify below.

Comments:

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?

Yes  No  Unknown

Comments:

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

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

Owner *Alexander Zhovann* Date 5/24/16

Owner *Eva Kleck* Date 5/24/16

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

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

**MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT**

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

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

The owner(s) has actual knowledge of the following latent defects:

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

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

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_



### Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards SALES

For the sale of Property at: 15705 Kanawha Ct  
Rockville, MD 20855

I. SELLER REPRESENTS AND WARRANTS TO LONG & FOSTER, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (each Seller initial ONE of the following and state Year Constructed):

- fy eb Property (all portions) was constructed after January 1, 1978. (If initialed, complete section V only.) Year Constructed: 1985
- te Property (any portion) was constructed before January 1, 1978. (If initialed, complete all sections.)
- \_\_\_\_\_ Seller is unable to represent and warrant the age of the property. (If initialed, complete all sections.)

SELLER AGREES TO COMPLY WITH REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992.

#### Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards.

A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

#### II. Seller's Disclosure (each Seller complete items 'a' and 'b' below)

- a. Presence of lead-based paint and/or lead-based paint hazards (*initial* and complete (i) or (ii) below):
  - (i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)
  - \_\_\_\_\_
  - \_\_\_\_\_
  - (ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- b. Records and reports available to the Seller (*initial* and complete (i) or (ii) below):
  - (i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
  - \_\_\_\_\_
  - \_\_\_\_\_
  - (ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### III. Purchaser's Acknowledgment (each Purchaser *initial* and complete items c, d, e and f below)

- c. \_\_\_\_\_ Purchaser has read the Lead Warning Statement above.
- d. \_\_\_\_\_ Purchaser has received copies of all information listed above.  (if none listed, check here.)
- e. \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- f. Purchaser has (each Purchaser *initial* (i) or (ii) below):
  - (i) \_\_\_\_\_ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
  - (ii) \_\_\_\_\_ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

#### IV. Agent's Acknowledgment (*initial* item 'g' below)

g. \_\_\_\_\_ Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

#### V. Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Mark Thomas 5/24/16  
 Seller Date  
Eva Uledo 5/24/16  
 Seller Date  
Mr. [Signature] 5-24-16  
 Agent Date

\_\_\_\_\_  
 Purchaser Date  
 \_\_\_\_\_  
 Purchaser Date  
 \_\_\_\_\_  
 Agent Date





**Regulations, Easements and Assessments (REA) Disclosure and Addendum**  
*(Required for all Listing Agreements and Sales Contracts in Montgomery County)*

The Contract of Sale dated \_\_\_\_\_, Address 15705 Kanawha Ct,  
 City Rockville, State MD Zip 20855 between  
 Seller Robert G Thomson Eva Vladar and  
 Buyer \_\_\_\_\_ is

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

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

- **Montgomery County Government**, 101 Monroe Street, Rockville, MD, 20850. Main Telephone Number: 311 or 240-777-0311 (TTY: 240-251-4850). Web site: [www.montgomerycountymd.gov](http://www.montgomerycountymd.gov)
- **Maryland-National Capital Area Park and Planning Commission (M-NCPPC)**, 8787 Georgia Avenue, Silver Spring, MD, 20910. Main number: 301-495-4600. Web site: [www.mc-mncppc.org](http://www.mc-mncppc.org)
- **City of Rockville**, City Hall, 111 Maryland Ave, Rockville, MD 20850. Main telephone number: 240-314-5000. Web site: [www.rockville.gov](http://www.rockville.gov)

**1. DISCLOSURE/DISCLAIMER STATEMENT:** A property owner may be exempt from Maryland Residential Property Disclosure Act as defined in the Maryland Residential Property Disclosure and Disclaimer Statement. Is Seller exempt from the Maryland Residential Property Disclosure Act?  Yes  No. If no, see attached Maryland Residential Disclosure and Disclaimer Statement. If yes, reason for exemption: \_\_\_\_\_

**2. SMOKE DETECTORS:** Pursuant to Montgomery County Code, the Seller is required to have working smoke alarms. Requirements for the location of the alarms vary according to the year the Property was constructed. For a matrix of the requirements see: [www.montgomerycountymd.gov/mcfrs-info/resources/files/laws/smokealarmmatrix\\_2013.pdf](http://www.montgomerycountymd.gov/mcfrs-info/resources/files/laws/smokealarmmatrix_2013.pdf). In addition, Maryland law requires the following disclosure: This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will NOT provide an alarm. Therefore, the Buyer should obtain a dual-powered smoke detector or a battery-powered smoke detector. Maryland law requires by 2018 the replacement of all BATTERY-ONLY operated smoke alarms with tamper resistant units incorporating a silence/hush button and long-life batteries.

**3. MODERATELY-PRICED DWELLING UNIT:** Is the Property part of the Moderately-Priced Dwelling Unit Program in Montgomery County or in the City of Rockville?  Yes  No. If yes, Seller shall indicate month and year of initial offering: \_\_\_\_\_ If initial offering is after March 20, 1989, the prospective Buyer and Seller should contact the appropriate jurisdictional agency to ascertain the legal buying and selling restrictions on the Property.

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GCAAR # 900 - REA Disclosure

**4. AVAILABILITY OF WATER AND SEWER SERVICE:**

- ⊙ **Existing Water and Sewer Service:** Refer to the Seller's Water Bills or contact WSSC at 301-206-4001 or City of Rockville at 240-314-8420.
- ⊙ **Well and Septic Locations:** Contact the **Department of Permitting Services "DPS", Well and Septic**, or visit <http://permittingservices.montgomerycountymd.gov/DPS/general/Home.aspx>. For well and/or septic field locations, visit <http://permittingservices.montgomerycountymd.gov/DPS/online/cfInformationRequest.aspx>, or for homes built before 1978, request an "as built" drawing in person using DPS's "Septic System Location Application" form. Homes built prior to 1960 may be filed on microfiche, and, if outside a subdivision, the name of the original owner may be required. An original owner's name can be found among the Land Records at the County Courthouse. Allow two weeks for the "as built" drawing.
- ⊙ **Categories:** To confirm service area category, contact the **Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division** or visit [waterworks@montgomerycountymd.gov](mailto:waterworks@montgomerycountymd.gov).

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

**B. Sewer:** Is the Property connected to public sewer system?  Yes  No  
 If no, answer the following questions:  
 1. Has it been approved for connection to public sewer?  Yes  No  Do not know  
 2. Has an individual sewage disposal system been constructed on Property?  Yes  No.  
 Has one been approved for construction?  Yes  No.  
 Has one been disapproved for construction?  Yes  No  Do not know.  
 If no, explain: \_\_\_\_\_

**C. Categories:** The water and sewer service area category or categories that currently apply to the Property is/are (if known) \_\_\_\_\_ This category affects the availability of water and sewer service as follows (if known) \_\_\_\_\_

**D. Recommendations and Pending Amendments (if known):**  
 1. The applicable master plan contains the following recommendations regarding water and sewer service to the Property: \_\_\_\_\_  
 2. The status of any pending water and sewer comprehensive plan amendments or service area category changes that would apply to the Property: \_\_\_\_\_

**E. Well and Individual Sewage System:** When a Buyer of real property that is located in a subdivision on which an individual sewage disposal system has been or will be installed receives the copy of the recorded subdivision plat, the Buyer must confirm in writing by signing said Plat that the Buyer has received and reviewed the Plat, including any restrictions on the location of initial and reserve wells, individual sewage disposal systems, and the buildings to be served by any individual sewage disposal system. By signing below, the Buyer acknowledges that, prior to signing the Contract, the Seller has provided the information referenced above, or has informed the Buyer that the Seller does not know the information referenced above; the Buyer further understands that, to stay informed of future changes in County and municipal water and sewer plans, the Buyer should consult the County Planning Board or any appropriate municipal planning or water and sewer agency.

\_\_\_\_\_  
 Buyer Date Buyer Date

**5. CITY OF TAKOMA PARK :**

If this property is located in Takoma Park, the Takoma Park Sales Disclosure must be attached. See **GCAAR Takoma Park Sales Disclosure - Notice of Tree Preservation Requirements and Rental Housing Laws**.

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**6. HOMEOWNER'S, CONDOMINIUM OR COOPERATIVE ASSOCIATION ASSESSMENTS :** The Property is located in a  Homeowners Association with mandatory fees (HOA) (refer to **GCAAR HOA Seller Disclosure / Resale Addendum for MD**, attached), and/or  Condominium Association (refer to **GCAAR Condominium Seller Disclosure / Resale Addendum for MD**, attached) and/or  Cooperative (refer to **GCAAR Co-operative Seller Disclosure / Resale Addendum for MD & DC**, attached) and/or  Other (ie: Homeowners Association/Civic Association WITHOUT dues):

**7. UNDERGROUND STORAGE TANK :** For information regarding Underground Storage Tanks and the procedures for their removal or abandonment, contact the Maryland Department of the Environment or visit [www.mde.state.md.us](http://www.mde.state.md.us)  
**Does the Property contain an UNUSED underground storage tank?**  Yes  No  Unknown If yes, explain when, where and how it was abandoned: \_\_\_\_\_

**8. DEFERRED WATER AND SEWER ASSESSMENT :**

**A. Private Utility Company:** Are there any annual or semi-annual assessments paid to private companies that provided or financed utility installation?  Yes  No. If yes, the Buyer agrees to assume the future obligations and pay future annual assessments in the amount of \$ \_\_\_\_\_ for remaining years to \_\_\_\_\_ (name of company).

**B. Washington Suburban Sanitary Commission (WSSC) or Local Jurisdiction:**  
 Are there any deferred water and sewer charges for which the Buyer may become liable which do not appear on the attached property tax bill?  Yes  No. If yes, EITHER  the Buyer agrees to assume the future obligations and pay future annual assessments in the amount of \$ \_\_\_\_\_, OR  Buyer is hereby advised that a schedule of charges has not yet been established by the water and sewer authority, OR  a local jurisdiction has adopted a plan to benefit the property in the future.

\_\_\_\_\_  
 Buyers' Initials

Buyer acknowledges that there may be annual water and sewer charges which are not recorded in the land records and which may not be discovered by a diligent title search. Buyer's acknowledgement is not a waiver of the Seller's obligation to accurately disclose the existence of an assessment as set forth herein.

**9. SPECIAL PROTECTION AREAS (SPA):**

Refer to <http://www.montgomeryplanning.org/environment/spa/faq.shtm> for an explanation of the "SPA" legislation and a map detailing protected areas. To determine if a particular property (which is located close to protected areas as designated on this map) is located within the boundaries of a "SPA," contact: [spa@mnccppc-mc.org](mailto:spa@mnccppc-mc.org), or call 301-495-4540.

**Is this Property located in an area designated as a Special Protection Area?**  Yes  No. If yes, special water quality measures and certain restrictions on land uses and impervious surfaces may apply. Under Montgomery County law, Special Protection Area (SPA) means a geographic area where:

- A. Existing water resources, or other environmental features directly relating to those water resources, are of high quality or are unusually sensitive;
- B. Proposed land uses would threaten the quality or preservation of those resources or features in the absence of special water quality protection measures which are closely coordinated with appropriate land use controls. An SPA may be designated in:
  - (1) a land use plan;
  - (2) the Comprehensive Water Supply and Sewer System Plan;
  - (3) a watershed plan; or
  - (4) a resolution adopted after at least fifteen (15) days' notice and a public hearing.

The Buyer acknowledges by signing this disclosure that the Seller has disclosed to the Buyer the information contained in Sections A and B before Buyer executed a contract for the above-referenced Property. Further information is available from the staff and website of Maryland-National Capital Area Park and Planning Commission (M-NCPPC).

\_\_\_\_\_  
 Buyer

\_\_\_\_\_  
 Buyer

**10. PROPERTY TAXES:**

Each property in Montgomery County, MD is assessed for annual real property taxes based on several different components. A copy of the tax bill will reflect which categories and components are applicable to this Property, including, whether the Property is located in a municipality, a special taxing district, a development district, a proposed development district, and/or whether this Property is subject to a special area tax or any WSSC front foot benefit charges. Definitions and explanations of each of these categories can be obtained at the Montgomery County Department of Finance website in the "**Frequently Asked Questions**" section located at [www.montgomerycountymd.gov/apps/tax](http://www.montgomerycountymd.gov/apps/tax) and select "FAQ". Additional information relating to taxes and the assessment and appeal process can be located at [www.dat.state.md.us/sdatweb/taxassess.html](http://www.dat.state.md.us/sdatweb/taxassess.html) - this provides tax information from the State of Maryland.

**A. Current Tax Bill:** IN ACCORDANCE WITH MONTGOMERY COUNTY CODE SECTION 40-12C, THE SELLER(S) MUST ATTACH HERETO A COPY OF THE CURRENT REAL PROPERTY TAX BILL FOR THIS PROPERTY. A copy of the tax bill for this Property can be obtained at [www.montgomerycountymd.gov/apps/tax](http://www.montgomerycountymd.gov/apps/tax).

**B. Estimated Property Tax & Non-Tax Charges:** IN ADDITION, SELLER(S) ARE REQUIRED TO PROVIDE POTENTIAL BUYERS WITH THE ESTIMATED PROPERTY TAX AND NON-TAX CHARGES FOR THE FIRST FULL FISCAL YEAR OF OWNERSHIP. Information relative to this estimate, including how it was calculated and its significance to Buyers can be obtained at [www.montgomerycountymd.gov/estimatedtax](http://www.montgomerycountymd.gov/estimatedtax).

\_\_\_\_\_/\_\_\_\_\_  
Buyers' Initials      Buyer acknowledges receipt of both tax disclosures.

**11. DEVELOPMENT DISTRICT DISCLOSURE - NOTICE OF SPECIAL TAX OR ASSESSMENT:**

A Development District is a special taxing district in which owners of properties pay an additional tax or assessment in order to pay for public improvements within the District. Typically, the Development District Special Tax will increase approximately 2% each July 1. For more information, please contact the Montgomery County Department of Finance. FAQ's regarding Development Districts can be viewed at [www.montgomerycountymd.gov/apps/OCP/Tax/FAQ.asp](http://www.montgomerycountymd.gov/apps/OCP/Tax/FAQ.asp)  
Seller shall choose one of the following:

**The Property is located in an EXISTING Development District:** Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. As of the date of execution of this disclosure, the special assessment or special tax on this Property is \$ \_\_\_\_\_ each year. A map reflecting Existing Development Districts can be obtained at [www.montgomerycountymd.gov/apps/OCP/Tax/map/Existing\\_DevDistricts.pdf](http://www.montgomerycountymd.gov/apps/OCP/Tax/map/Existing_DevDistricts.pdf)

OR

**The Property is located in a PROPOSED Development District:** Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. The estimated maximum special assessment or special tax is \$ \_\_\_\_\_ each year. A map reflecting Proposed Development Districts can be obtained at [www.montgomerycountymd.gov/apps/ocp/tax/map/dev\\_districts.pdf](http://www.montgomerycountymd.gov/apps/ocp/tax/map/dev_districts.pdf)

OR

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

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**12. TAX BENEFIT PROGRAMS:**

The Property may currently be under a tax benefit program that has deferred taxes due on transfer or may require a legally binding commitment from Buyer to remain in the program, such as, but not limited to:

- A. Forest Conservation and Management Program (FC&MP):** Buyer is hereby notified that a property under a Maryland Forest Conservation Management Agreement (FCMA) could be subject to recapture/deferred taxes upon transfer. Is the Property under FCMA?  Yes  No. If yes, taxes assessed shall be paid by  the Buyer OR  the Seller.
- B. Agricultural Program:** Is the Property subject to agricultural transfer taxes?  Yes  No. If yes, taxes assessed as a result of the transfer shall be paid by  the Buyer OR  the Seller. Confirm if applicable to this Property at [www.dat.state.md.us/sdatweb/agtransf.html](http://www.dat.state.md.us/sdatweb/agtransf.html)
- C. Other Tax Benefit Programs:** Does the Seller have reduced property taxes from any government program?  Yes  No. If yes, explain: \_\_\_\_\_

**13. RECORDED SUBDIVISION PLAT:**

Plats are available at the MNCPPC or at the Judicial Center, Room 218, 50 Maryland Avenue, Rockville, MD or at 240-777-9477. In order to obtain a plat you will be required to supply the Lot, Block, Section and Subdivision, as applicable, for the property. Plats are also available online at [http://www.montgomeryplanning.org/info/plat\\_maps.shtm](http://www.montgomeryplanning.org/info/plat_maps.shtm) or at [www.plats.net](http://www.plats.net). Buyers shall check ONE of the following:

**A. Unimproved Lot and New Construction:** If the Property is an unimproved lot or a newly constructed house being sold for the first time, the Buyer shall be provided a copy of the recorded subdivision plat prior to entering into a contract. Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.

OR

**B. Resale/Acknowledged Receipt:** If the Property is not an unimproved lot or a newly constructed house (i.e. resale), the Buyer may, in writing, waive receipt of a copy of such plat at the time of execution of the Contract, but shall, prior to or at the time of Settlement, be provided with a copy of the subdivision plat. The subdivision plat is not intended as a substitute for examination of title and does not show every restriction and easement. Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.

OR

**C. Resale/Waived Receipt:** For Resale properties only, Buyer hereby waives receipt of a copy of such plat at time of execution of contract, but shall, prior to or at the time of Settlement, be provided a copy of the subdivision plat.

\_\_\_\_\_  
Buyers' Initials

**14. AGRICULTURAL RESERVE DISCLOSURE NOTICE:**

This Property  is  is not subject to the Agricultural RESERVE Disclosure Notice requirements. These disclosures are contained in GCAAR Agricultural Zone Disclosure Notice, which must be provided to potential buyers prior to entering into a contract for the purchase and sale of a property that is subject to this Agricultural Reserve Disclosure requirement. Additional information can be obtained at [http://www.mcmaps.org/notification/agricultural\\_lands](http://www.mcmaps.org/notification/agricultural_lands).

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15. **NOTICE CONCERNING CONSERVATION EASEMENTS:** This property  is  is not subject to a Conservation Easement. See **GCAAR Conservation Easements Addendum**. See [www.montgomeryplanning.org/environment/forest/easements/easement\\_tool.shtml](http://www.montgomeryplanning.org/environment/forest/easements/easement_tool.shtml) for easement locator map.

16. **GROUND RENT:** This property  is  is not subject to Ground Rent. See **Property Subject to Ground Rent Addendum**.

17. **HISTORIC PRESERVATION**

Check questionable properties' status with the **Montgomery County Historic Preservation Commission** (301-563-3400) or go to <http://www.montgomeryplanning.org/historic/index.shtml>, to check applicability. Potential buyers of property located in the City of Rockville should be advised that structures that are 50 years old or older, or which may be otherwise significant according to criteria established by the Rockville Historic District Commission, should be notified prior to purchase that demolition and building permit applications for substantial alteration will trigger an evaluation and approval process. This process may result in the property being designated a historic site, and if so, any exterior alterations must be reviewed and approved.

Has the Property been designated as an historic site in the master plan for historic preservation?  Yes  No.  
 Is the Property located in an area designated as an historic district in that plan?  Yes  No.  
 Is the Property listed as an historic resource on the County location atlas of historic sites?  Yes  No.  
 Seller has provided the information required of Sec 40-12A as stated above, and the Buyer understands that special restrictions on land uses and physical changes may apply to this Property. To confirm the applicability of this County Code (Sec 40-12A) and the restrictions on land uses and physical changes that may apply, contact the staff of the County Historic Preservation Commission, 301-563-3400. If the Property is located within a local municipality, contact the local government to verify whether the Property is subject to any additional local ordinances.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

18. **MARYLAND FOREST CONSERVATION LAWS:**

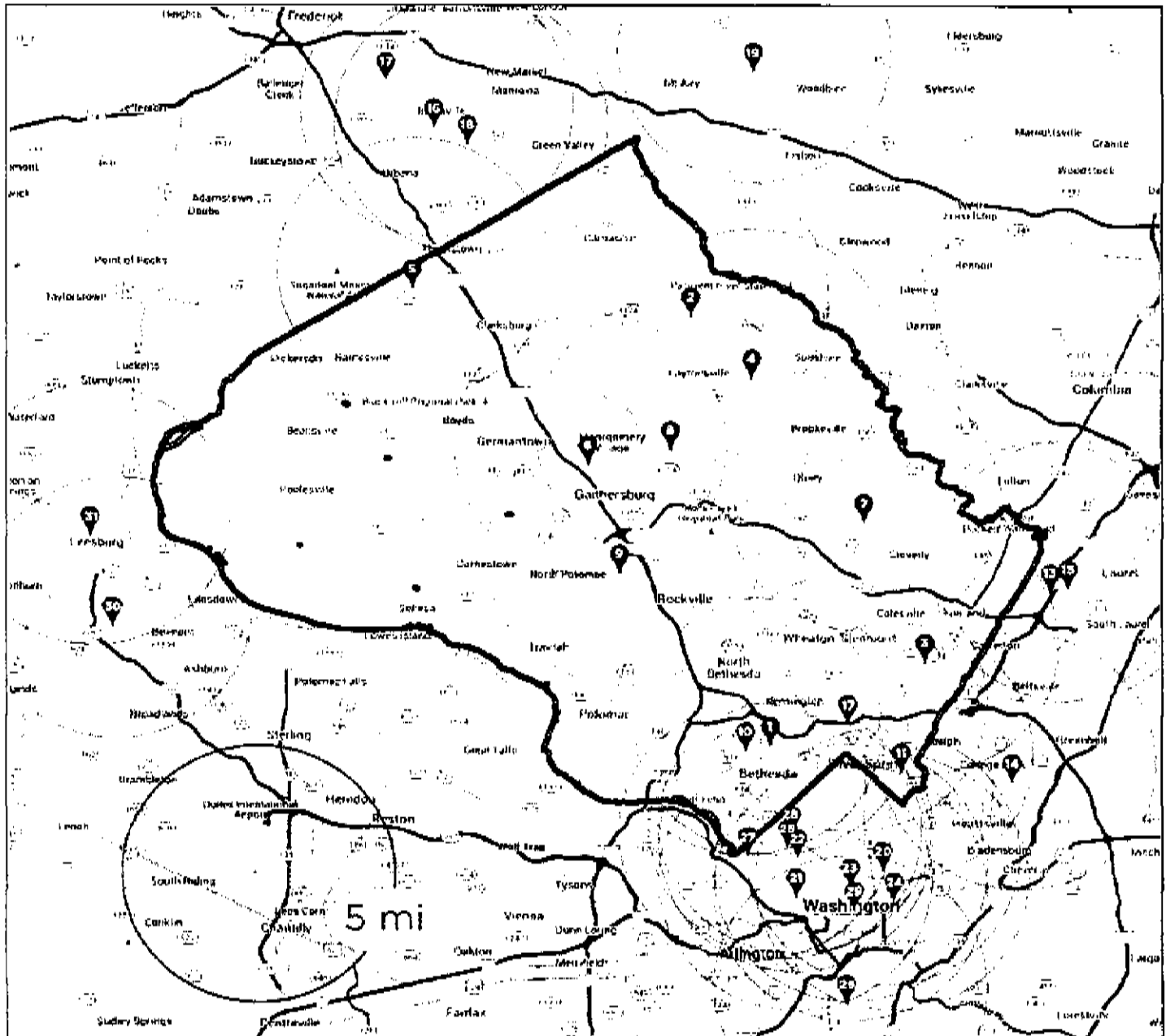
**A. Forest Conservation Law:** The Buyer is notified that the cutting, clearing, and grading of more than 5,000 square feet of forest or any champion tree on the Property is subject to the requirements of the **Forest Conservation Law**. The Buyer is required to comply with the **Forest Conservation Law, Chapter 22A of the Montgomery County Code**. In order to assure compliance with the law, the Buyer is notified of the need to contact the **Countywide Environmental Planning Division** of the Maryland-National Capital Park and Planning Commission (**M-NCPPC**), whether it means obtaining a written exemption from the Forest Conservation Laws from **M-NCPPC** or obtaining approval of a Natural Resource Inventory/Forest Stand Delineation Plan, Forest Conservation Plan, or Tree Save Plan prior to cutting, clearing, and grading of more than 5,000 square feet of forest, obtaining a grading or sediment control permit, or developing the Property. Further, Seller represents and warrants that no activities have been undertaken on the Property in violation of the Forest Conservation Law and that if such activities have occurred in violation of the applicable law, that Seller has paid all of the penalties imposed and taken all of the corrective measures requested by **M-NCPPC**.

**B. Forest Conservation Easements:** Seller represents and warrants that the Property  is  is not currently subject to a recorded Category I or Category II Forest Conservation Easement, Management Agreement or an approved Forest Conservation Plan, Tree Save Plan, or any other plan requiring the protection of natural areas, or any other pending obligation binding the owner of the Property under Forest Conservation Law requirements. If the Property is encumbered by any such easement or plan, attach a copy of the plat or recorded document (if available).

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**19. AIRPORTS AND HELIPORTS:** The following list of airports and heliports includes those in Montgomery County and the surrounding area that may be within a five-mile radius of the Property. This list was compiled from data provided by the Washington Airports District Office of the Federal Aviation Administration and was current as of 6/1/2015. Buyer should be aware of the fact that most properties in Montgomery County are within five (5) miles of an airport or heliport installation. Refer to the FAA website for a current list: [http://www.faa.gov/airports/airport\\_safety/airportdata\\_5010](http://www.faa.gov/airports/airport_safety/airportdata_5010).



**MONTGOMERY COUNTY**

1. Walter Reed National Medical Center Heliport, 8901 Rockville Pike, Bethesda, MD 20889
2. Davis Airport, 7200 Hawkins Creamery Road, Laytonsville, MD 20879
3. Dow Jones & Company, Inc, 11501 Columbia Pike, Silver Spring, MD 20904
4. Federal Support Center Heliport, 5321 Riggs Road, Gaithersburg, MD 20882
5. Flying M Farms 24701 Old Hundred Road, Cornus, MD 20842
6. IBM Corporation Heliport, 18100 Frederick Avenue, Gaithersburg, MD 20879
7. Maryland State Police Heliport, 16501 Norwood Road, Sandy Spring, MD 20860

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- 8. **Montgomery County Airpark**, 7940 Airpark Road, Gaithersburg, MD 20879
- 9. **Shady Grove Adventist Hospital**, 9901 Medical Center Drive, Rockville, MD 20850
- 10. **Suburban Hospital**, 8600 Old Georgetown Road, Bethesda, MD 20814
- 11. **Washington Adventist Hospital**, 7600 Carroll Avenue, Takoma Park, MD 20912
- 12. **Holy Cross Hospital**, 1500 Forest Glen Road, Silver Spring, MD, 20910

**PRINCE GEORGE'S COUNTY**

- 13. **Citizens Bank Heliport** 14401 Sweitzer Lane, Laurel, MD 20707
- 14. **College Park**, 1909 Cpl Frank Scott Drive, College Park, MD 20740
- 15. **The Greater Laurel Beltsville Hospital**, 7100 Contee Road, Laurel, MD 20707

**FREDERICK COUNTY**

- 16. **Faux-Burhams Airport**, 9401 Bull Road, Ijamsville, MD 21754
- 17. **Ijamsville Airport**, 9701 C. Reichs Ford Road, Ijamsville, MD 21754
- 18. **Stol-Crest Airfield**, 3851 Price's Distillery Road, Urbana, MD 21754

**CARROLL COUNTY**

- 19. **Walters Airport**, 7017 Watersville Road, Mt. Airy, MD 21771

**DISTRICT OF COLUMBIA**

- 20. **Children's National Medical Center**, 111 Michigan Avenue, NW, 20010  
**Washington Hospital Center**, 110 Irving Street, NW, 20010
- 21. **Georgetown University Hospital**, 3800 Reservoir Road, NW, 20007
- 22. **Metropolitan Police**, Dist. 2, 3320 Idaho Avenue, NW, 20007
- 23. **Metropolitan Police**, Dist. 3, 1620 V Street, NW, 20007
- 24. **Michael R. Nash**, 50 Florida Avenue, NE 20002
- 25. **National Presbyterian Church**, 4101 Nebraska Avenue, NW, 20016
- 26. **Sibley Memorial Hospital**, 5255 Loughboro Road, NW, 20016
- 27. **Stewart Office Pad**, Stewart Petroleum Co., 4640 40<sup>th</sup> Street, NW, 20016
- 28. **Washington Post**, 1150 15<sup>th</sup> Street, NW, 20017

**VIRGINIA**

- 29. **Ronald Reagan Washington National Airport**, Arlington County 20001
- 30. **Leesburg Executive**, 1001 Sycolin Road, Leesburg, 22075
- 31. **Loudoun Hospital Center**, 224 Cornwall, NW, Leesburg, 22075

20. **ENERGY EFFICIENCY DISCLOSURE NOTICE**: Before signing a contract for the sale of a single-family home (single-family attached, including condominiums or detached residential building), Sellers of Montgomery County properties must provide Buyers with the following:

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

- [http://gcaar.com/news\\_ektid5454.aspx](http://gcaar.com/news_ektid5454.aspx)
- [www.Lighterfootstep.com](http://www.Lighterfootstep.com)
- [www.Energystar.gov/homeperformance](http://www.Energystar.gov/homeperformance)
- [www.Goinggreenathome.org](http://www.Goinggreenathome.org)

**B. Usage History:** Has the home been owner-occupied for the immediate prior 12 months?  Yes  No  
If property has been owner-occupied for any part of the past 12 months, Seller must provide copies of electric, gas and home heating oil bills OR cost and usage history for the single-family home for that time. Sellers may use GCAAR Utility Cost and Usage History Form to disclose the utility costs and usage history.

By signing below, Seller acknowledges he has carefully examined this form, and that the information is complete, accurate, and current to the best of his knowledge at the time of entering into a contract. Buyer agrees he has read this Addendum carefully and understands the information that has been disclosed.

Robert G. Floum 5/24/16  
Seller Date

\_\_\_\_\_  
Buyer Date

Eva Ulede 5/24/16  
Seller Date

\_\_\_\_\_  
Buyer Date

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**ROBERT GEORGE THOMSON**  
**Account #: 55020574533**

**15705 KANAWHA CT, RO**

**Account: 55020574533**

*Peppio*

Bill Date	Electric Usage (kWh)	Electric Charges	Alternate Supplier Charges	Other Charges	Total Charges
5-18-2015	323	\$52.85	\$0.00	\$0.00	\$52.85
4-19-2015	374	\$60.35	\$0.00	\$0.00	\$60.35
3-17-2015	361	\$58.39	\$0.00	\$0.00	\$58.39
2-17-2015	537	\$82.93	\$0.00	\$0.00	\$82.93
1-20-2015	564	\$84.36	\$0.00	\$0.00	\$84.36
12-17-2014	289	\$47.28	\$0.00	\$0.00	\$47.28
11-18-2014	332	\$52.35	\$0.00	\$0.00	\$52.35
10-23-2014	391	\$69.88	\$0.00	\$0.00	\$69.88
9-16-2014	751	\$128.01	\$0.00	\$0.00	\$128.01
8-19-2014	741	\$121.28	\$0.00	\$0.00	\$121.28
7-21-2014	817	\$131.66	\$0.00	\$0.00	\$131.66
6-16-2014	688	\$107.63	\$0.00	\$0.00	\$107.63
5-18-2014	392	\$55.56	\$0.00	\$0.00	\$55.56
4-20-2014	317	\$46.49	\$0.00	\$0.00	\$46.49
3-19-2014	455	\$64.12	\$0.00	\$0.00	\$64.12
2-18-2014	385	\$58.02	\$0.00	\$0.00	\$58.02
1-21-2014	206	\$34.31	\$0.00	\$0.00	\$34.31
12-19-2013	281	\$41.20	\$0.00	\$0.00	\$41.20

15705 Kanawha CT  
 A Washington Gas

pg 1

### PAYMENT TRANSACTION HISTORY

Showing 1 to 10 of 22 entries

Transaction Date	Payment Amount	Service Date	Amount Due
04/29/2016	\$87.16	04/06/2016	\$87.16
03/29/2016	\$184.17	03/08/2016	\$183.29
03/01/2016	\$163.00	02/05/2016	\$163.00
01/28/2016	\$102.38	01/07/2016	\$102.38
12/18/2015	\$99.80	12/07/2015	\$99.80
11/20/2015	\$54.17	11/03/2015	\$54.17
10/20/2015	\$9.21	10/05/2015	\$9.21
10/07/2015	\$15.97	10/05/2015	\$15.97
10/02/2015	\$15.97		\$15.97
09/23/2015	\$15.97	01/16/2014	\$0.00

Showing 1 to 10 of 22 entries

### PAYMENT TRANSACTION HISTORY

Showing 11 to 20 of 22 entries

Transaction Date	Payment Amount	Service Date	Amount Due
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09/09/2015	\$21.38	09/03/2015	\$15.97
09/08/2015	\$6.62	09/03/2015	\$6.62
09/02/2015	\$6.62		\$6.62
08/18/2015	\$28.00	08/05/2015	\$21.38
07/15/2015	\$24.29	07/07/2015	\$24.29
06/16/2015	\$27.23	06/05/2015	\$27.23
05/27/2015	\$73.69	05/06/2015	\$73.69
04/21/2015	\$126.04	04/07/2015	\$126.04
03/25/2015	\$292.83	03/10/2015	\$292.83
02/25/2015	\$374.32	02/06/2015	\$196.49

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Showing 11 to 20 of 22 entries

Secure  Welcome: **Eva Vladar** My Profile | Sign Out

<b>Transaction Date</b>	<b>Payment Amount</b>	<b>Service Date</b>	<b>Amount Due</b>
12/22/2014	\$126.67	12/05/2014	\$126.67
11/17/2014	\$18.25	11/03/2014	\$18.25





# Office of Consumer Protection

*Ensuring Integrity in Our Marketplace*

100 Maryland Ave., Suite 330  
Rockville, MD 20850  
T: 240.777.3636



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

*Buyers Initials*

**ACCOUNT NUMBER:** 02117704

**PROPERTY:**      **OWNER NAME**      THOMSON ROBERT G ET AL

**ADDRESS**            15705 KANAWHA CT  
                                                    DERWOOD , MD 20855-2652

**TAX CLASS**            53

**REFUSE INFO**            Refuse Area: R  
                                                    Refuse Unit:

### TAX INFORMATION:

TAX DESCRIPTION	FY16 PHASE-IN VALUE <sub>1</sub>	FY15 RATE <sub>2</sub>	ESTIMATED FY16 TAX/CHARGE
STATE PROPERTY TAX	560,700	.1120	\$627.98
COUNTY PROPERTY TAX <sub>3</sub>	560,700	.9992	\$5,602.51
SOLID WASTE CHARGE <sub>4</sub>		275.1100	\$275.11
WATER QUALITY PROTECT CHG (SF <sub>4</sub> )			\$88.4
<b>ESTIMATED TOTAL<sub>6</sub></b>			<b>\$6,594</b>

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

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





STATE OF MARYLAND

REAL ESTATE COMMISSION

## Understanding Whom Real Estate Agents Represent

**At the Time of the First Scheduled Face to Face Contact with You, the Real Estate Licensee Who is Assisting You is Required by Law to Provide this Notice to You. This Notice is Not a Contract or Agreement and Creates No Obligation on Your Part.**

**Before you decide to sell or buy or rent a home you need to consider the following information**

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

### Agents Who Represent the Seller

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

**Cooperating Agent:** A cooperating agent works for a real estate company different from the company for which the seller's agent works. The cooperating agent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the sellers.

**If you are viewing a property listed by the company with whom the agent accompanying you is affiliated, and you have not signed a "Consent for Dual Agency" form, that agent is representing the seller**

### Agents Who Represent the Buyer

**Presumed Buyer's Agent (no written agreement):** When a person goes to a real estate agent for assistance in finding a home to purchase, the agent is presumed to be representing the buyer and can show the buyer properties that are *NOT* listed by the agent's real estate company. A presumed buyer's agent may *not* make or prepare an offer or negotiate a sale for the buyer. The buyer does *not* have an obligation to pay anything to the presumed agent. If for any reason the buyer does not want the agent to represent him or her as a presumed agent, either *initially* or *at any time*, the buyer can decline or terminate a presumed agency relationship simply by saying so.

**Buyer's Agent (by written agreement):** A buyer may enter into a written contract with a real estate agent which provides that the agent will represent the buyer in locating a property to buy. The agent is then known as the buyer's agent. That agent assists the buyer in evaluating properties and preparing offers, and negotiates in the best interests of the buyer. The agent's fee is paid according to the written agreement between the agent and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement before a contract offer can be prepared.

### Dual Agents

The possibility of **dual agency** arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate broker or the broker's designee, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

**If both seller and buyer agree to dual agency** by signing a Consent For Dual Agency form, then the "dual agent" (the broker or the broker's designee) will assign one agent to represent the seller (the seller's "intra-company agent") and another agent to represent the buyer (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as exclusive seller's or buyer's agents, including advising their clients as to price and negotiation strategy, provided the clients have both consented to be represented by dual agency.



*If needed*

STATE OF MARYLAND  
REAL ESTATE COMMISSION

## Consent for Dual Agency

*(In this form, the word "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease")*

### When Dual Agency May Occur

The possibility of Dual Agency arises when:

- 1) The buyer is interested in a property listed by a real estate broker; and
- 2) The seller's agent and the buyer's agent are affiliated with the same real estate broker.

### Important Considerations Before Making a Decision About Dual Agency

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

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

### Your Choices Concerning Dual Agency

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

1. **Consent in writing to dual agency.** If all parties consent in writing, the real estate broker or the broker's designee (the "dual agent") will assign one real estate agent affiliated with the broker to represent the seller (the seller's "intra-company agent") and another agent affiliated with the broker to represent the buyer (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as an exclusive seller's or buyer's agent, including advising their clients as to price and negotiation strategy.
2. **Refuse to consent to dual agency.** If either party refuses to consent in writing to dual agency, the real estate broker must terminate the brokerage relationship for that particular property with the buyer, the seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer's agreement is terminated, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a cooperating agent from another company. Alternatively, the buyer may choose to enter into a written buyer agency agreement with a different company.

**Duties of a Dual Agent and Intra-Company Agent**

Like other agents, unless the client gives consent to disclose the information, dual agents and intra-company agents must keep confidential information about a client's bargaining position or motivations. For example, without written consent of the client, a dual agent or intra-company agent may not disclose to the other party, or the other party's agent:

- 1) Anything the client asks to be kept confidential; \*
- 2) That the seller would accept a lower price or other terms;
- 3) That the buyer would accept a higher price or other terms;
- 4) The reasons why a party wants to sell or buy, or that a party needs to sell or buy quickly; or
- 5) Anything that relates to the negotiating strategy of a party.

\* **Dual agents and intra-company agents must disclose material facts about a property to all parties.**

**How Dual Agents Are Paid**

Only the broker receives compensation on the sale of a property listed by that broker.

If a financial bonus is offered to an agent who sells property that is listed with his/her broker, this fact must be disclosed in writing to both the buyer and seller.

**Consent for Dual Agency**

I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency and that if I **refuse** to consent, there will not be a dual agency; and that I may withdraw the consent at any time upon notice to the dual agent. I hereby **consent** to have

Long & Foster Real Estate, Inc. act as a Dual Agent for me as the  
(Firm Name)

**Seller** in the sale of the property at: 15705 Kanawha Ct Rockville, MD 20855

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

*Melvin J. Thomas* 5/24/16 *Eva Uloder* 5/24/16  
 Signature Date Signature Date

**AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY**

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

15705 Kanawha Ct Rockville, MD 20855  
Property Address

\_\_\_\_\_  
Signature Date Signature Date

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

\_\_\_\_\_  
Name(s) of Buyer(s)

\_\_\_\_\_  
Signature Date Signature Date