



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 481 Phelps St
 City Gaithersburg State MD Zip 20878 Lot: 39
 Block/Square: M Unit: _____ Section: _____ Tax ID # _____
 Parking Space(s) # _____ Storage Unit(s) # _____ Subdivision/Project: _____

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 Lakelands 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 \$ 90 per month

B. **Special Assessments:** ☒ No ☐ Yes (If yes, complete 1-4 below.)

1) Reason for Assessment: none

2) Payment Schedule: \$ - per -

3) Number of payments remaining - as of - (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: \$ 1080

Assessments: \$ -

Other Charges: \$ -

Total: \$ 1080

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

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: Com source Mrs. Phone: 240-631-8338
Address: 960 main st. Gaithersburg, MD 20878

[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 "MHA 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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ASSOCIATION AND THE DEVELOPMENT, OR A STATEMENT THAT NO AGENT OR OFFICER IS PRESENTLY SO AUTHORIZED BY THE HOMEOWNERS ASSOCIATION:

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

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

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

(5) A COPY OF:

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

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

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

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

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

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

- (1) ARCHITECTURAL CHANGES, DESIGN, COLOR, LANDSCAPING, OR APPEARANCE;
- (2) OCCUPANCY DENSITY;
- (3) KIND, NUMBER, OR USE OF VEHICLES;
- (4) RENTING, LEASING, MORTGAGING, OR CONVEYING PROPERTY;
- (5) COMMERCIAL ACTIVITY; OR
- (6) OTHER MATTERS.

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

Manuel Lacerda 08-23-16
Seller Date

Seller Ha-yi 3 Date 8-23-16

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PART II - RESALE ADDENDUM

The Contract of Sale dated _____, between Seller Manuel Baca Yoriko Kodama 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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GCAAR Form #904 - MD HOA Addendum
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Inclusions/Exclusions Disclosure and Addendum (Required for use with GCAAR Sales Contract)

Property Address: 481 Phelps St Gaithersburg MD 20878

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	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Storage Shed
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Ceiling Fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	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 checked="" type="checkbox"/>	<input 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.

Manuel Baca 08-23-16 Yoriko Kodama 8-23-16
 Seller Date Seller Date

PART II. INCLUSIONS/EXCLUSIONS ADDENDUM

The Contract of Sale dated 08/23/16 between Seller Manuel Baca, Yoriko Kodama 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 08/23/16 to the Contract of Sale
between Buyer _____
and Seller Manuel Baca Yoriko Kodama
for Property known as 481 Phelps St Gaithersburg, MD 20878

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 Manuel Y.K.



LF110



MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address:

481 Phelps St**Gaithersburg MD 20878**

Legal Description:

Lot 39, Block M - Lakelands

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?

8+ years

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

Water Supply	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Well	<input type="checkbox"/> Other _____
Sewage Disposal	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Septic System approved for _____	(# bedrooms) Other Type _____
Garbage Disposal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Dishwasher	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Heating	<input type="checkbox"/> Oil	<input checked="" type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric <input checked="" type="checkbox"/> Heat Pump Age _____ <input type="checkbox"/> Other <u>Zoned</u>
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric <input checked="" type="checkbox"/> Heat Pump Age _____ <input type="checkbox"/> Other <u>Zoned</u>
Hot Water	<input type="checkbox"/> Oil	<input checked="" type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric Capacity _____ Age _____ <input type="checkbox"/> Other _____

Please indicate your actual knowledge with respect to the following:1. Foundation: Any settlement or other problems: ☐ Yes ☒ No ☐ Unknown

Comments: _____

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

Comments: _____

3. Roof: Any leaks or evidence of moisture? ☐ Yes ☒ No ☐ UnknownType of roof: _____ Age: 2001Is 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: _____

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: _____

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 ☐ NoAre the smoke detectors over 10 years old? ☒ Yes ☐ NoIf 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 ApplyWhen 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 ☐ UnknownComments: N/AFire 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 ☐ UnknownIn ceiling/attic? ☒ Yes ☐ No ☐ UnknownIn 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: _____

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?

☐ Yes ☒ No ☐ Unknown

If yes, specify below.

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?

☐ Yes ☒ No ☐ Unknown

If yes, specify below.

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 Manuel Laca Date 08-23-2016

Owner J. L. Laca Date 8-23-2016

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: 481 Phelps St
Gaithersburg, MD 20878

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):

M.K. Y.K. Property (all portions) was constructed after January 1, 1978. (If initialed, complete section V only.) Year Constructed: 2001
 _____ 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.

Manuel Kae 08-23-16
Seller Date

Handwritten signature 8-23-16
Seller Date

Handwritten signature 8-23-16
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 481 Phelps St
 City Gaithersburg, State MD Zip 20878 between
 Seller Manuel Baca Yoriko Kodama 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 Monroc Street, Rockville, MD, 20850. Main Telephone Number: 311 or 240-777-0311 (TTY: 240-251-4850). Web site: 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
- **City of Rockville**, City Hall, 111 Maryland Ave, Rockville, MD 20850. Main telephone number: 240-314-5000. Web site: 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. 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/InformationRequest.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.

- 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):

Lakelands

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. 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 \$ 410 for remaining years to ERF ASSES CO. LLC (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.

Buyer's 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.shtml> 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@mncppc-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 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 - 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.

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.

_____/_____
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. 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

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

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
- 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.shtml or at 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.

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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.shtm 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.shtm>, 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:

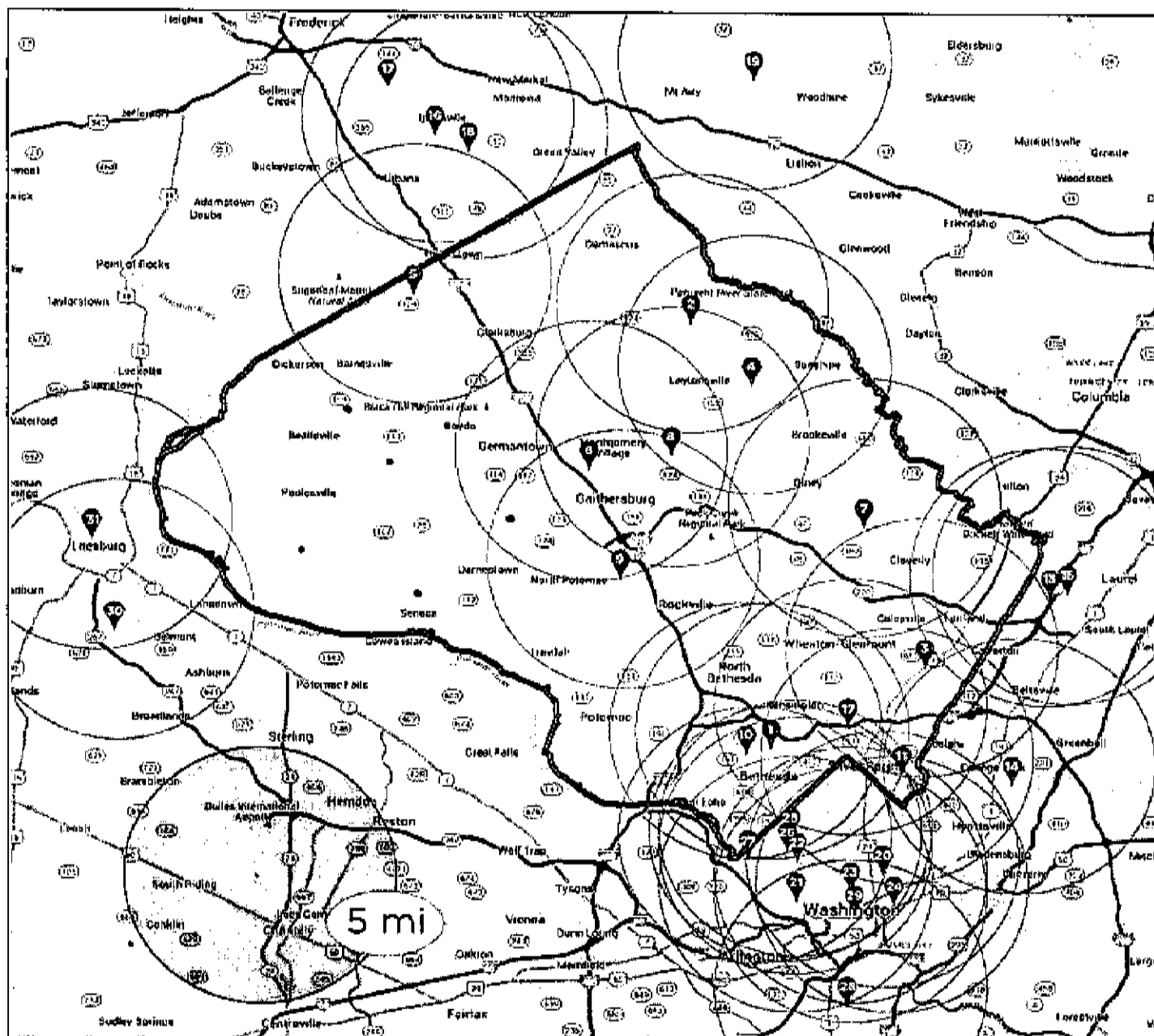
A. Forest Conservation Law: The Buyer is notified that the cutting, clearing, and grading of more than 5,000 square feet of forest or any champion tree on the Property is subject to the requirements of the **Forest Conservation Law**. The Buyer is required to comply with the **Forest Conservation Law, 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.



MONTGOMERY COUNTY

1. Walter Reed National Medical Center Heliport, 8901 Rockville Pike, Bethesda, MD 20889
2. Davis Airport, 7200 Hawkins Creamery Road, Laytonsville, MD 20879
3. Dow Jones & Company, Inc., 11501 Columbia Pike, Silver Spring, MD 20904

4. Federal Support Center Heliport, 5321 Riggs Road, Gaithersburg, MD 20882
5. Flying M Farms, 24701 Old Hundred Road, Comus, MD 20842
6. IBM Corporation Heliport, 18100 Frederick Avenue, Gaithersburg, MD 20879
7. Maryland State Police Heliport, 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 Helipad**, 14401 Sweetzer 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 Ball 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. **Steuart Office Bldg**, Steuart Petroleum Co., 4640 40th Street, NW, 20016
28. **Washington Post**, 1150 15th 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

www.Lighterfootstep.com

www.Energystar.gov/homeperformance

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.

Manuel Kace 08-23-16
Seller Date

Buyer Date

Adriana 8-23-16
Seller Date

Buyer Date

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Utility Cost and Usage History Form

For use in Montgomery County,
MD

Address 481 Phelps St

Gaithersburg MD 20878

Month	Year		Electric	Gas	Heating Oil
		Total Cost:			
		Total Usage:			
		Total Cost:			
		Total Usage:			
		Total Cost:			
		Total Usage:			
		Total Cost:			
		Total Usage:			
		Total Cost:	See Attached		
		Total Usage:			
		Total Cost:			
		Total Usage:			
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		Total Cost:			
		Total Usage:			

Seller/Owner Manuel Baca
(Indicate if sole owner) **Manuel Baca**

Date 08-23-16

Seller/Owner Yoriko Kodama
Yoriko Kodama

Date 8-23-16

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481 Phelps St - Gas usage

Month	Service Date	Gas usage (Therms)	Gas charges
Jul 2016	7/18/2016	9	\$21.78
Jun 2016	6/16/2016	13	\$26.35
May 2016	5/17/2016	22	\$33.64
Apr 2016	4/18/2016	40	\$50.71
Mar 2016	3/18/2016	51	\$63.12
Feb 2016	2/18/2016	97	\$95.76
Jan 2016	1/20/2016	78	\$74.38
Dec 2015	12/17/2015	42	\$47.47
Nov 2015	11/16/2015	32	\$40.58
Oct 2015	10/15/2015	16	\$26.27
Sep 2015	9/16/2015	10	\$20.75
Aug 2015	8/17/2015	5	\$16.09

Buyers Initials

481 Phelps St - Electric Usage

Month	Bill Date	Electric Usage (kWh)	Electric Charges
Jul 2016	#####	579	\$94.18
Jun 2016	#####	442	\$78.11
May 2016	#####	312	\$51.31
Apr 2016	#####	315	\$52.08
Mar 2016	#####	307	\$50.85
Feb 2016	#####	491	\$76.49
Jan 2016	#####	565	\$84.47
Dec 2015	#####	483	\$73.93
Nov 2015	#####	316	\$50.22
Oct 2015	#####	333	\$60.79
Sep 2015	#####	598	\$98.76
Aug 2015	#####	509	\$82.14

Buyers Initials



msA 558 1249-27606

88-1680



REAL PROPERTY CONSOLIDATED TAX BILL

ANNUAL BILL
TAX PERIOD 07/01/2016-06/30/2017
FULL LEVY YEAR
LEVY YEAR 2016

Department of Finance
Division of Treasury
255 Rockville Pike, L-15
(Monroe Street Entrance)
Rockville, MD 20850

Hours: 8:00 a.m. - 4:30 p.m.
Mon. - Fri.

BACA MANUEL &
YORIKO KODAMA
481 PHELPS ST
GAITHERSBURG, MD 20878-3214

PRINCIPAL RESIDENCE

BILL DATE	
08/14/2016	
PROPERTY DESCRIPTION	
LAKELANDS PH 2 SEC 1	
BILL #	ACCOUNT #
36294728	03320678
REFUSE AREA	REFUSE UNITS
RM	1

LOT	BLOCK	DISTRICT	SUB	TAX CLASS
39	M	09	292	R016
MORTGAGE INFORMATION		PROPERTY ADDRESS		
UNKNOWN		481 PHELPS ST		
SEE REVERSE				
TAX DESCRIPTION	ASSESSMENT	RATE	TAX/CHARGE	
STATE PROPERTY TAX	553,467	.1120	619.88	
COUNTY PROPERTY TAX	553,467	.9404	5,204.79	
GAITHERSBURG PROPERTY TAX	553,467	.2620	1,450.08	
SOLID WASTE CHARGE		118.9100	118.91	
GAITHERSBURG STORMWATER FEE			67.32	
TOTAL			7,460.98	
CREDIT DESCRIPTION	ASSESSMENT	RATE	AMOUNT	
COUNTY PROPERTY TAX CREDIT			-692.00	
TOTAL CREDITS			-692.00	
PRIOR PAYMENTS *****			0	
INTEREST			0	
Total Annual Amount Due :			6,768.98	

*PER \$100 OF ASSESSMENT

CURRENT YEAR FULL CASH VALUE
TAXABLE ASSESSMENT

553,467

CONSTANT YIELD RATE INFORMATION

COUNTY RATE OF 0.773 IS MORE THAN
THE CONSTANT YIELD RATE OF 0.700 BY
0.073

YOU CAN VIEW AND PAY YOUR BILL ON THE INTERNET AT www.montgomerycountymd.gov/finance

PLEASE RETAIN THE TOP PORTION FOR YOUR RECORDS.



RETURN THIS PORTION WITH PAYMENT
REAL PROPERTY CONSOLIDATED TAX BILL
TAX PERIOD 07/01/2016 - 06/30/2017
FULL LEVY YEAR

BILL #
36294728

Check here if your address changed
& enter change on reverse side.

☐

Make Check Payable to:
Montgomery County, MD

ACCOUNT #	LEVY YEAR	AMOUNT DUE
03320678	2016	3,384.50

AMOUNT PAID

DUE SEP 30 2016
PLEASE INDICATE AMOUNT BEING PAID

BACA MANUEL &
YORIKO KODAMA
481 PHELPS ST
GAITHERSBURG, MD 20878-3214

208201643629472850000338450000000000000

Office of Consumer Protection

Ensuring Integrity in Our Marketplace

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

Printed on: 8/24/2016 2:12:17 PM



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: 03320678

PROPERTY: **OWNER NAME** BACA MANUEL &
ADDRESS 481 PHELPS ST
GAITHERSBURG, MD 20878-3214

TAX CLASS 16

REFUSE INFO Refuse Area: RM
Refuse Unit: 1

TAX INFORMATION:

TAX DESCRIPTION	FY16 PHASE-IN VALUE ₁	FY16 RATE ₂	ESTIMATED FY16 TAX/CHARGE
STATE PROPERTY TAX	553,467	.1120	\$619.88
COUNTY PROPERTY TAX ₃	553,467	.9404	\$5,204.8
GAITHERSBURG PROPERTY TAX	553,467	.2620	\$1,450.08
SOLID WASTE CHARGE ₄		118.9100	\$118.91
GAITHERSBURG STORMWATER FEE			\$67.32
ESTIMATED TOTAL₆			\$7,460.99

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 either party does not agree to dual agency, the real estate company must withdraw the agency agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate company. If the buyer's agreement is terminated, the buyer may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, 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.

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling or buying property:

- >Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.
- >Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.
- >All agreements with real estate brokers and agents should be in writing and should explain the duties and obligations of both the broker and the agent. The agreement should explain how the broker and agent will be paid and any fee-sharing agreements with other brokers and agents.
- >You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate agent is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate agent may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6206.

We, the ☒ Sellers/Landlord ☐ Buyers/Tenants acknowledge receipt of a copy of this disclosure and that Long & Foster Real Estate, Inc. (firm name)

and Robert Kerxton (salesperson) are working as:

(you may check more than one box but not more than two)

- ☒ seller/landlord's agent
- ☐ co-operating agent
- ☐ buyer's/tenant's agent
- ☒ intra-company agent/dual agent (CHECK BOX ONLY IF CONSENT FOR DUAL AGENCY FORM HAS BEEN SIGNED)

Buyers Initials

Mamuel Kace. 08-23-16
Signature (Date)

John 4/3 2 8-23-16
Signature (Date)

* * * * *

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

Name of Individual to whom disclosure was made

Name of Individual to whom disclosure was made

Agent's Signature

(Date)

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: 481 Phelps St Gaithersburg, MD 20878

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

Manuel Laca 08-23-16 [Signature] 8-23-16
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:

481 Phelps St Gaithersburg, MD 20878
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