



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

**PROPERTY ADDRESS:** 8020 Needwood Rd #204, Rockville, MD 20855-2265

**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. Unless otherwise agreed to herein, all surface or wall mounted electronic components/devices **DO NOT CONVEY**. The items checked below convey. If more than one of an item conveys, the number of items is noted in the blank.

**KITCHEN APPLIANCES**

- Stove/Range
- Cooktop
- Wall Oven
- Microwave
- Refrigerator
- w/ Ice Maker
- Wine Refrigerator
- Dishwasher
- Disposer
- Separate Ice Maker
- Separate Freezer
- Trash Compactor

**ELECTRONICS**

- Alarm System
- Intercom
- Satellite Dishes

**RECREATION**

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

**LIVING AREAS**

- Fireplace Screen/Door
- Gas Log
- 1 Ceiling Fans
- Window Fans
- Window Treatments

**OTHER**

- Storage Shed
- Garage Door Opener
- Garage Door Remote/Fob
- Back-up Generator
- Radon Remediation System
- Solar Panels

**LAUNDRY**

- Washer
- Dryer

**WATER/HVAC**

- Water Softener/Conditioner
- Electronic Air Filter
- Furnace Humidifier
- Window A/C Units

**EXCLUSIONS:** \_\_\_\_\_

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

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

*Charles P O'Brien*      5/30/19      *Jennifer O'Brien*      5/30/19  
 Seller **Charles P O'Brien**      Date      Seller **Jennifer O'Brien**      Date

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

The Contract of Sale dated \_\_\_\_\_ between Seller **Charles P O'Brien, Jennifer O'Brien** and Buyer \_\_\_\_\_ for the Property referenced above is hereby amended by the incorporation of this Addendum.

Seller (sign only after Buyer) \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller (sign only after Buyer) \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_



Condominium Seller Disclosure/Resale Addendum for Maryland
(Recommended for the Listing Agreement and for either the GCAAR Contract or the MAR Contract)

Address 8020 Needwood Rd #204
City Rockville, State MD Zip 20855-2265 Parking Space(s) #
Storage Unit(s) # Subdivision/Project:

PART I - SELLER DISCLOSURE:

1. CURRENT FEES AND ASSESSMENTS: Fees and assessments as of the date hereof amount respectively to:

A. Condominium Fee: Potential Buyers are hereby advised that the present condominium fee for the subject unit and parking space or storage unit, if applicable, is \$ 376 per month

B. Special Assessments: [X] No [ ] Yes (If yes, complete 1-4 below.)

- 1) Reason for Assessment:
2) Payment Schedule: \$ per as of NA (Date)
3) Number of payments remaining as of NA (Date)
4) Total Special Assessment balance remaining: \$

C. Fee Includes: The following are included in the Condominium Fee:

[ ] None [X] Water [X] Sewer [ ] Heat [ ] Electricity [ ] Gas [ ] Other Trash

2. 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 Condominium Unit, or 3) Conveyed by Deed and separately taxed. The following Parking and/or Storage Units convey with this property:

[X] Parking Space #(s) 9 is [X] is not Separately taxed. If Separately taxed, Lot Block and Tax ID #, Lot Block and Tax ID #
[X] Storage Units #(s) is [X] is not Separately taxed. If Separately taxed, Lot Block and Tax ID #, Lot Block and Tax ID #

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

Name: Comsource Phone: 301-974-7355
Address: 3414 marainwood Dr Olney, MD 20832

4. UNIT OWNER'S STATEMENT:

[ ] For a condominium containing seven (7) or more units: Pursuant to Section 11-135(a) of the Maryland Condominium Act, the undersigned unit owner(s)/Seller(s) make(s) the following statements:

- A. I/We have no knowledge that any alteration to the described unit or to the limited common elements, if any, assigned to the unit violates any provision of the Declaration, Bylaws, or Rules and/or Regulations of the condominium except as follows: none
B. I/We have no knowledge of any violation of the health or building codes with respect to the unit or the limited common elements assigned to the unit except as follows: none

C. I/We have no knowledge that the unit is subject to an extended lease under Section 11-137 of the Maryland Condominium Actor under local law except as follows: none  
(An extended lease under Section 11-137 is a lease for up to three (3) years which was entered into with a qualified household containing either a senior citizen or a handicapped citizen when the rental property was converted to a condominium.)

-OR-

For a condominium containing fewer than seven (7) units:

Pursuant to Section 11-135(b) of the Maryland Condominium Act, the undersigned unit owner(s)/Seller(s) make(s) the following statements:

I/We have incurred \$ \_\_\_\_\_ as my/our expenses during the preceding twelve (12) months relating to the common elements. (Total payments made to or on behalf of Condominium Association.)

**5. NOTICE (APPLIES ONLY TO A CONDOMINIUM WITH 7 OR MORE UNITS) (CONDO DOCUMENTS):**

The following notice is applicable only to the resale by a unit owner, other than a developer, of a residential unit in a condominium containing 7 or more units.

THE SELLER IS REQUIRED BY LAW TO FURNISH TO THE BUYER NOT LATER THAN FIFTEEN (15) DAYS PRIOR TO CLOSING THE CERTAIN INFORMATION CONCERNING THE CONDOMINIUM WHICH IS DESCRIBED IN §11-135 OF THE MARYLAND CONDOMINIUM ACT. THIS INFORMATION MUST INCLUDE AT LEAST THE FOLLOWING:

(I) A COPY OF THE DECLARATION (OTHER THAN THE PLATS);

(II) A COPY OF THE BY-LAWS;

(III) A COPY OF THE RULES AND REGULATIONS OF THE CONDOMINIUM;

(IV) A CERTIFICATE CONTAINING;

1. A STATEMENT DISCLOSING THE EFFECT ON THE PROPOSED CONVEYANCE OF ANY RIGHT OF FIRST REFUSAL OR OTHER RESTRAINT ON THE FREE ALIENABILITY OF THE UNIT, OTHER THAN ANY RESTRAINT CREATED BY THE UNIT OWNER;

2. A STATEMENT OF THE AMOUNT OF THE MONTHLY COMMON EXPENSE ASSESSMENT AND ANY UNPAID COMMON EXPENSE OR SPECIAL ASSESSMENT CURRENTLY DUE AND PAYABLE FROM THE SELLING UNIT OWNER;

3. A STATEMENT OF ANY OTHER FEES PAYABLE BY THE UNIT OWNER TO THE COUNCIL OF UNIT OWNERS;

4. A STATEMENT OF ANY CAPITAL EXPENDITURES APPROVED BY THE COUNCIL OF UNIT OWNERS OR ITS AUTHORIZED DESIGNEE PLANNED AT THE TIME OF CONVEYANCE WHICH ARE NOT REFLECTED IN THE CURRENT OPERATING BUDGET INCLUDED IN THE CERTIFICATE;

5. THE MOST RECENTLY PREPARED BALANCE SHEET AND INCOME AND EXPENSE STATEMENT, IF ANY, OF THE CONDOMINIUM;

6. THE CURRENT OPERATING BUDGET OF THE CONDOMINIUM, INCLUDING DETAILS CONCERNING THE AMOUNT OF THE RESERVE FUND FOR REPAIR AND REPLACEMENT AND ITS INTENDED USE, OR A STATEMENT THAT THERE IS NO RESERVE FUND;

7. A STATEMENT OF ANY JUDGMENTS AGAINST THE CONDOMINIUM AND THE EXISTENCE OF ANY PENDING SUITS TO WHICH THE COUNCIL OF UNIT OWNERS IS A PARTY;

8. A STATEMENT GENERALLY DESCRIBING INSURANCE POLICIES PROVIDED FOR THE BENEFIT OF THE UNIT OWNERS; A NOTICE THAT THE POLICIES ARE AVAILABLE FOR INSPECTION STATING THE LOCATION AT WHICH THEY ARE AVAILABLE, AND A NOTICE THAT THE TERMS OF THE POLICY PREVAIL OVER THE GENERAL DESCRIPTION;

9. A STATEMENT AS TO WHETHER THE COUNCIL OF UNIT OWNERS HAS KNOWLEDGE THAT ANY ALTERATION OR IMPROVEMENT TO THE UNIT OR TO THE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT VIOLATES ANY PROVISION OF THE DECLARATION, BY-LAWS, OR RULES OR REGULATIONS;

10. A STATEMENT AS TO WHETHER THE COUNCIL OF UNIT OWNERS HAS KNOWLEDGE OF ANY VIOLATION OF THE HEALTH OR BUILDING CODES WITH RESPECT TO THE UNIT, THE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT, OR ANY OTHER PORTION OF THE CONDOMINIUM;

11. A STATEMENT OF THE REMAINING TERM OF ANY LEASEHOLD ESTATE AFFECTING THE CONDOMINIUM AND THE PROVISIONS GOVERNING ANY EXTENSION OR RENEWAL OF IT; AND

12. A DESCRIPTION OF ANY RECREATIONAL OR OTHER FACILITIES WHICH ARE TO BE USED BY THE UNIT OWNERS OR MAINTAINED BY THEM OR THE COUNCIL OF UNIT OWNERS, AND A STATEMENT AS TO WHETHER OR NOT THEY ARE TO BE A PART OF THE COMMON ELEMENTS; AND

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(V) A STATEMENT BY THE UNIT OWNER AS TO WHETHER THE UNIT OWNER HAS KNOWLEDGE:

1. THAT ANY ALTERATION TO THE UNIT OR TO THE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT VIOLATES ANY PROVISION OF THE DECLARATION, BY-LAWS, OR RULES AND REGULATIONS;
2. OF ANY VIOLATION OF THE HEALTH OR BUILDING CODES WITH RESPECT TO THE UNIT OR THE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT;
3. THAT THE UNIT IS SUBJECT TO AN EXTENDED LEASE UNDER § 11-137 OF THIS TITLE OR UNDER LOCAL LAW, AND IF SO, A COPY OF THE LEASE MUST BE PROVIDED.

(VI) A WRITTEN NOTICE OF THE UNIT OWNER'S RESPONSIBILITY FOR THE COUNCIL OF UNIT OWNERS' PROPERTY INSURANCE DEDUCTIBLE AND THE AMOUNT OF THE DEDUCTIBLE.

5. NOTICE (APPLIES ONLY TO A CONDOMINIUM WITH FEWER THAN 7 UNITS) (CONDO DOCUMENTS):

The following notice is applicable only to the resale by a unit owner, other than a developer, of a residential unit in a condominium containing less than 7 units.

THE SELLER IS REQUIRED BY LAW TO FURNISH TO THE BUYER NOT LATER THAN FIFTEEN (15) DAYS PRIOR TO CLOSING CERTAIN INFORMATION CONCERNING THE CONDOMINIUM WHICH IS DESCRIBED IN §11-135 OF THE MARYLAND CONDOMINIUM ACT. THIS INFORMATION MUST INCLUDE ATLEAST THE FOLLOWING:

- (1) A COPY OF THE DECLARATION ( OTHER THAN THE PLATS );
- (2) A COPY OF THE BY-LAWS;
- (3) A COPY OF THE RULES AND REGULATIONS OF THE CONDOMINIUM;
- (4) A STATEMENT BY THE SELLER OF HIS EXPENSES RELATING TO THE COMMON ELEMENTS DURING THE PRECEDING 12 MONTHS; AND
- (5) A WRITTEN NOTICE OF THE UNIT OWNER'S RESPONSIBILITY FOR THE COUNCIL OF UNIT OWNERS' PROPERTY INSURANCE DEDUCTIBLE AND THE AMOUNT OF THE DEDUCTIBLE.

*Charles P O'Brien* 5/30/19  
 Seller Date  
 Charles P O'Brien

*Jennifer O'Brien* 5/30/19  
 Seller Date  
 Jennifer O'Brien

**PART II - RESALE ADDENDUM**

The Contract of Sale dated \_\_\_\_\_, between Seller Charles P O'Brien, Jennifer O'Brien  
 \_\_\_\_\_ and Buyer \_\_\_\_\_  
 \_\_\_\_\_ is hereby amended by the incorporation of Parts I and II herein, which shall  
 supersede any provisions to the contrary in the Contract.

1. **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 Condominium instruments, and the right of other Unit owners in the Common Elements and the operation of the Condominium.
2. **PAYMENT OF FEES AND ASSESSMENTS:** Buyer agrees to pay such Monthly Fees and/or other Special Assessments as the Board of Directors or Association of the Condominium 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, Seller agrees to pay, at the time of Settlement, any Special Assessments as disclosed in the Current Fees and Assessments Paragraph unless otherwise agreed herein: \_\_\_\_\_
3. **ASSUMPTION OF CONDOMINIUM 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 Condominium instruments including the Condominium Bylaws and with the Rules and Regulations of the Condominium, from and after the date of settlement hereunder.

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4. **RIGHT TO CANCEL:** Buyer shall have the right for a period of seven (7) days following Buyer's receipt of the condominium documents and statements referred to in the Condo Docs Paragraph to cancel this Contract by giving Notice thereof to Seller. In the event that such condominium documents and statements are delivered to Buyer on or prior to the ratification of this Contract by Buyer, such seven (7) days period shall commence upon ratification of this Contract. If the condominium documents and statements are not furnished to Buyer more than 15 days prior to closing, as referred to in the Condo Documents paragraph, Buyer shall have the option to cancel this Contract by giving Notice thereof to Seller prior to receipt by Buyer of such condominium 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 Charles P O'Brien	_____ Date	_____ Buyer	_____ Date
_____ Seller Jennifer O'Brien	_____ Date	_____ Buyer	_____ Date

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

ADDENDUM # \_\_\_\_\_ dated \_\_\_\_\_ to the Contract of Sale between  
Buyer \_\_\_\_\_  
and Seller Charles P O'Brien, Jennifer O'Brien for the Property  
known as 8020 Needwood Rd #204, Rockville, MD 20855-2265

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

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

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

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

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

**OR**

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

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

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

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

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

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


Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

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


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

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

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

 5/30/19  
 \_\_\_\_\_  
 Seller's Signature Date

\_\_\_\_\_  
 Buyer's Signature Date

 5/30/19  
 \_\_\_\_\_  
 Seller's Signature Date  
**Jennifer O'Brien**

\_\_\_\_\_  
 Buyer's Signature Date

\_\_\_\_\_  
 Agent's Signature Date  
**Robert Kerxton**

\_\_\_\_\_  
 Agent's Signature Date

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**MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT**

Property Address: **8020 Needwood Rd #204, Rockville, MD 20855-2265**

Legal Description: \_\_\_\_\_

**NOTICE TO SELLER AND PURCHASER**

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

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

1. The initial sale of single family residential real property:
  - A. that has never been occupied; or
  - B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be conveyed 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 SELLERS:** Complete and sign this statement only if you elect to disclose defects, including latent defects, or other information about the condition of the property actually known by you; otherwise, sign the Residential Property Disclaimer Statement. You may wish to obtain professional advice or inspections of the property; however, you are not required to undertake or provide any independent investigation or inspection of the property in order to make the disclosure set forth below. The disclosure is based on your personal knowledge of the condition of the property at the time of the signing of this statement.

**NOTICE TO PURCHASERS:** The information provided is the representation of the Sellers and is based upon the actual knowledge of Sellers as of the date noted. Disclosure by the Sellers 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 Sellers as to the condition of the property of which the Sellers have no knowledge or other conditions of which the Sellers have no actual knowledge.

How long have you owned the property? \_\_\_\_\_

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

Water Supply     Public                             Well                             Other \_\_\_\_\_

Sewage Disposal     Public                             Septic System approved for \_\_\_\_\_ (# bedrooms) Other Type \_\_\_\_\_

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Garbage Disposal  Yes  No  
 Dishwasher  Yes  No  
 Heating  Oil  Natural Gas  Electric  Heat Pump Age 10 yrs  Other \_\_\_\_\_  
 Air Conditioning  Oil  Natural Gas  Electric  Heat Pump Age 10 yrs  Other \_\_\_\_\_  
 Hot Water  Oil  Natural Gas  Electric Capacity \_\_\_\_\_ Age 2016  Other \_\_\_\_\_

**Please indicate your actual knowledge with respect to the following:**

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

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  Unknown  
 Type of Roof: \_\_\_\_\_ Age \_\_\_\_\_  
 Comments: \_\_\_\_\_  
 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: \_\_\_\_\_

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 alarms provide an alarm in the event of a power outage?  Yes  No  
 Are the smoke alarms over 10 years old?  Yes  No  
 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: NA  
 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? [X] Yes [ ] No [ ] Unknown  
In ceiling/attic? [X] Yes [ ] No [ ] Unknown  
In any other areas? [ ] Yes [X] No Where? \_\_\_\_\_

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

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

[ ] Yes [X] No [ ] Unknown

Comments: NA

Are gutters and downspouts in good repair? [X] Yes [ ] No [ ] Unknown

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

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

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

Any treatments or repairs? [ ] Yes [X] No [ ] Unknown

Any warranties? [ ] Yes [X] 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 [X] 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 [X] No [ ] Unknown

Comments: NA

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property? [ ] Yes [X] 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 [X] No [X] 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 [X] No [ ] Unknown If yes, specify below

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

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association? [X] Yes [ ] No [ ] Unknown If yes, specify below

Comments: Condo

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

[ ] Yes [X] No [ ] Unknown

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

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

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

Seller(s) Chad O'Brien Date 5/30/19  
Charles P O'Brien

Seller(s) Jennifer O'Brien Date 5/30/19  
Jennifer O'Brien

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

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

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

**MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT**

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

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

Section 1-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

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

Does the seller(s) has actual knowledge of any latent defects? [ ] Yes [ ] No If yes, specify:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Seller \_\_\_\_\_ 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 \_\_\_\_\_

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### Lead Paint -Federal Disclosure of Lead-Based Paint and Lead-Based Paint Hazards for SALES

(Required for the SALE of all properties in the U.S. with any existing part built prior to 1978)

PROPERTY ADDRESS: 8020 Needwood Rd #204, Rockville, MD 20855-2265

There are parts of the property that still exist that were built prior to 1978 OR  No parts of the property were built prior to 1978 OR  Construction dates are unknown. If any part of the property was constructed prior to 1978 or if construction dates are unknown, this disclosure is required. If the entire property was built in 1978 or later, this disclosure is not required.

**LEAD WARNING STATEMENT FOR BUYERS:** 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.

**SELLER'S DISCLOSURE:**

**(A) Presence of lead-based paint and/or lead-based paint hazards**

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_ OR

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:**

Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): \_\_\_\_\_ OR

Seller has no reports or records pertaining to lead - based paint and/or lead-based paint hazards in the housing.

**BUYER'S ACKNOWLEDGMENT:**

(Buyer to initial all lines as appropriate)

(C) \_\_\_\_\_ / \_\_\_\_\_ Buyer has read the Lead Warning Statement above.

(D) \_\_\_\_\_ / \_\_\_\_\_ Buyer has read Paragraph B and acknowledges receipt of copies of any information listed therein, if any.

(E) \_\_\_\_\_ / \_\_\_\_\_ Buyer has received the pamphlet Protect Your Family From Lead in Your Home (required).

(F) \_\_\_\_\_ / \_\_\_\_\_ Buyer has (check one below):

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; OR

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**AGENT'S ACKNOWLEDGMENT:** (Agent to initial)

(G) FK 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.

**CERTIFICATION OF ACCURACY:** The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Charles P O'Brien 5/30/19  
Seller Date

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

Jennifer O'Brien 5/30/19  
Seller Date

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

Robert Kerxton 5-30-19  
Agent for Buyer, if any Date

\_\_\_\_\_  
Agent for Seller, if any Date

GCAAR # 907A: Federal Lead Paint Sales Disclosure -MC & DC 2016, The Greater Capital Area Association of REALTORS®, Inc. This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by REALTOR members only. Previous editions of this Form should be destroyed. 2/2016



**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 8020 Needwood Rd #204,  
 City Rockville, State MD Zip 20855-2265 between  
 Seller Charles P O'Brien, Jennifer O'Brien 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 websites of appropriate authorities:

- Montgomery County Government, 101 Monroe Street, Rockville, MD, 20850.
- Main Telephone Number: 311 or 240-777-0311 (TTY 240-251-4850). Web site: [www.MC311.com](http://www.MC311.com)
- 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.rockvillemd.gov](http://www.rockvillemd.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, the City of Rockville, or the City of Gaithersburg?  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.
4. **RADON DISCLOSURE:** Effective October 1, 2016, a radon test must be performed on or before Settlement of a "Single Family Home" in accordance with Montgomery County Code Section 40-13C (see <http://www.montgomerycountymd.gov/green/air/radon.html> for details) **A Single Family Home means a single-family detached or attached residential building. Single Family home does not include a residential unit that is part of a condominium regime or a cooperative housing corporation.** The Seller of a Single Family Home (unless otherwise exempt below) is required to provide the Buyer, on or before Settlement Date, a copy of radon test results performed less than one year before Settlement Date, or to permit the Buyer to perform a radon test, but regardless, a radon test **MUST** be performed.  
 Is Seller exempt from the Radon Test disclosure?  Yes  No. If yes, reason for exemption: Condo.

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**Exemptions:**

- A. Property is NOT a "Single Family Home"
- B. Transfer is an intra-family transfer under MD Tax Property Code Section 13-207
- C. Sale is by a lender or an affiliate or subsidiary of a lender that acquired the home by foreclosure or deed in lieu of foreclosure
- D. Sale is a sheriff's sale, tax sale or sale by foreclosure, partition or by a court appointed trustee
- E. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust.
- F. A transfer of a home to be converted by the buyer into a use other than residential or to be demolished.
- G. Property is located in the Town of Barnesville, Town of Kensington, Town of Poolesville, or City of Rockville.

If not exempt above, a copy of the radon test result is attached  Yes  No. If no, Seller will provide the results of a radon test in accordance with Montgomery County Code Section 40-13C unless the Contract includes a radon contingency. **If Buyer elects not to or fails to perform a radon test, the Seller is mandated to perform the test and provide the results to the Buyer on or before Settlement Date.**

**NOTE: In order to request Seller to remediate, a radon contingency must be included as part of the Contract.**

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

- A. **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.
- B. **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/eInformationRequest.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 maybe 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.
- C. **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 \_\_\_\_\_

- 6. **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.
- 7. **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):

- 8. **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:

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

A. **Washington Suburban Sanitary Commission (WSSC) or Local Jurisdiction:**

Are there any potential Front Foot Benefit Charges (FFBC) or deferred water and sewer charged for which the buyer may become liable which do not appear on the attached property tax bills?  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.

B. **Private Utility Company:**

Are there any deferred water and sewer charges paid to a Private Utility Company which do NOT appear on the attached property tax bills?  Yes  No. If yes, complete the following:

**EFFECTIVE OCTOBER 1, 2016: NOTICE REQUIRED BY MARYLAND LAW REGARDING DEFERRED WATER AND SEWER CHARGES**

This Property is subject to a fee or assessment that purports to cover or defray the cost of installing or maintaining during construction all or part of the public water or wastewater facilities constructed by the developer. This fee or assessment is \$ \_\_\_\_\_ payable annually in \_\_\_\_\_ (month) until \_\_\_\_\_ (date) to \_\_\_\_\_ (name and address) (hereafter called "lienholder"). There may be a right of prepayment or a discount for early prepayment, which may be ascertained by contacting the lienholder. This fee or assessment is a contractual obligation between the lienholder and each owner of this Property, and is not in any way a fee or assessment imposed by the county in which the Property is located.

If a Seller subject to this disclosure fails to comply with the provisions of this section:

- (1) Prior to Settlement, the Buyer shall have the right to rescind the contract and to receive a full refund of all deposits paid on account of the contract, but the right of rescission shall terminate 5 days after the Seller provides the Buyer with the notice in compliance with this section
- (2) Following Settlement, the Seller shall be liable to the Buyer for the full amount of any open lien or assessment.

**10. 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](mailto: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

**11. 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).

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

**12. 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 <https://www2.montgomerycountymd.gov/estimatedtax/FAQ.aspx#3607> . 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 [https://www2.montgomerycountymd.gov/estimatedtax/map/Existing\\_DevDistricts.pdf](https://www2.montgomerycountymd.gov/estimatedtax/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 [https://www2.montgomerycountymd.gov/estimatedtax/map/dev\\_districts.pdf](https://www2.montgomerycountymd.gov/estimatedtax/map/dev_districts.pdf).

OR

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

**13. 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: \_\_\_\_\_

**14. 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](http://www.montgomeryplanning.org/info/plat_maps.shtml) or at [www.plats.net](http://www.plats.net). Buyers shall check ONE of the following:

\_\_\_\_\_  
Buyer's Initials

<input type="checkbox"/> A. <b>Unimproved Lot and New Construction:</b> 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. <b>Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.</b>  OR  <input checked="" type="checkbox"/> B. <b>Resale/Acknowledged Receipt:</b> 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. <b>Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.</b>  OR  <input type="checkbox"/> C. <b>Resale/Waived Receipt:</b> 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.
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15. **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.mcmmaps.org/notification/agricultural\\_lands.aspx](http://www.mcmmaps.org/notification/agricultural_lands.aspx).

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

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

18. **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. 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.

- A. **City of Rockville:** Montgomery County Code §40-12A has been adopted by the City of Rockville.
- B. **City of Gaithersburg:** Montgomery County Code §40-12A has been adopted by the City of Gaithersburg at City Code §2-6.
- C. **Other:** Contact the local municipality to verify whether the Property is subject to any additional local ordinance

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

19. **MARYLAND FOREST CONSERVATION LAWS:**

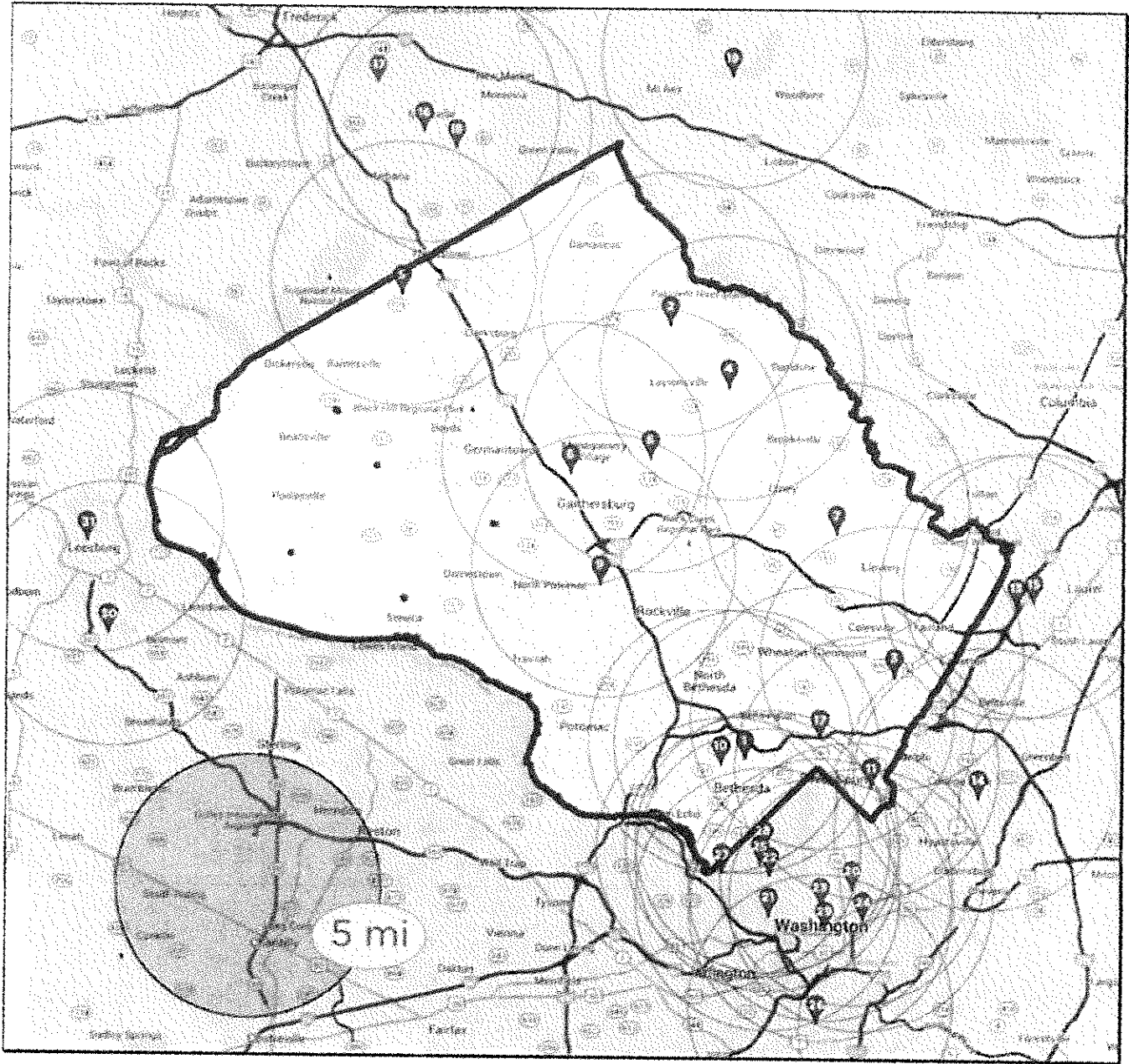
- A. **Forest Conservation Law:** The Buyer is notified that the cutting, clearing, and grading of more than 5,000 square feet of forest or any champion tree on the Property is subject to the requirements of the Forest Conservation Law. The Buyer is required to comply with the Forest Conservation Law,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

20. **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 8/1/2018. 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).

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**MONTGOMERY COUNTY**

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>1. <b>Walter Reed National Medical Center Helipoint</b>, 8901 Rockville Pike, Bethesda, MD 20889</li> <li>2. <b>Davis Airport</b>, 7200 Hawkins Creamery Road, Laytonsville, MD 20879</li> <li>3. <b>Dow Jones &amp; Company, Inc.</b>, 11501 Columbia Pike, Silver Spring, MD 20904</li> <li>4. <b>Federal Support Center Helipoint</b>, 5321 Riggs Road, Gaithersburg, MD 20882</li> <li>5. <b>Flying M Farms</b>, 24701 Old Hundred Road, Comus, MD 20842</li> <li>6. <b>IBM Corporation Helipoint</b>, 18100 Frederick Avenue, Gaithersburg, MD 20879</li> </ol> | <ol style="list-style-type: none"> <li>7. <b>Maryland State Police Helipoint</b>, 7915 Montrose Road, Rockville, MD 20854</li> <li>8. <b>Montgomery County Airpark</b>, 7940 Airpark Road, Gaithersburg, MD 20879</li> <li>9. <b>Shady Grove Adventist Hospital</b>, 9901 Medical Center Drive, Rockville, MD 20850</li> <li>10. <b>Suburban Hospital</b>, 8600 Old Georgetown Road, Bethesda, MD 20814</li> <li>11. <b>Washington Adventist Hospital</b>, 7600 Carroll Avenue, Takoma Park, MD 20912</li> <li>12. <b>Holy Cross Hospital</b>, 1500 Forest Glen Road, Silver Spring, MD, 20910</li> <li>13. <b>Holy Cross Germantown</b>, 19801 Observation Dr, Germantown, MD 20876</li> </ol> |
|---|---|

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PRINCE GEORGE'S COUNTY

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

FREDERICK COUNTY

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

CARROLL COUNTY

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

DISTRICT OF COLUMBIA

- 21. Bolling Air Force Base, 238 Brookley Avenue, SW, 20032
- 22. Children's National Medical Center, 111 Michigan Avenue, NW, 20010
- 23. Washington Hospital Center, 110 Irving Street, NW, 20010
- 24. Georgetown University Hospital, 3800 Reservoir Road, NW, 20007

- 25. Metropolitan Police, Dist.2, 3320 Idaho Avenue, NW, 20007
- 26. Metropolitan Police, Dist.3, 1620 V Street, NW, 20007
- 27. Metropolitan Police, Dist.5, 1805 Bladensburg Road. NE, 20002
- 28. National Presbyterian Church, 4101 Nebraska Avenue, NW, 20016
- 29. Sibley Memorial Hospital, 5255 Loughboro Road, NW, 20016
- 30. Police Harbor Patrol Branch, Water St, SW, 20024
- 31. Steuart Office Pad, Steuart Petroleum Co., 4640 40th Street, NW, 20016
- 32. Former Washington Post Building, 1150 15th Street, NW, 20017

VIRGINIA

- 33. Ronald Reagan Washington National Airport, Arlington County 20001
- 34. Leesburg Executive, 1001 Sycolin Road, Leesburg, 22075
- 35. Loudoun Hospital Center, 224 Cornwall, NW, Leesburg, 22075
- 36. Dulles International Airport, 1 Saarinen Cir, Dulles, VA 20166

21. **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://www.montgomerycountymd.gov/green/Resources/Files/energy/Home-Sales-Disclosure.pdf>

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.

Charles P O'Brien 5/30/19  
Seller Date

Buyer Date

Jennifer O'Brien 5/30/19  
Seller Date

Buyer Date



**Utility Cost and Usage History Form**

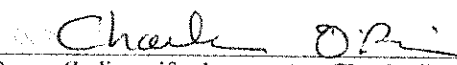
For use in Montgomery County, Maryland

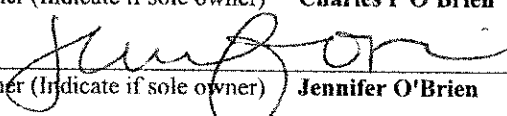
Address \_\_\_\_\_

**8020 Needwood Rd #204, Rockville, MD 20855-2265**

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

**See Attached**


5/30/19  
 Seller/Owner (Indicate if sole owner) **Charles P O'Brien** Date


5/30/19  
 Seller/Owner (Indicate if sole owner) **Jennifer O'Brien** Date

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

**ACCOUNT NUMBER:** 03464098

**PROPERTY:** **OWNER NAME** O'BRIEN CHARLES P & JENNIFER L  
**ADDRESS** 8020 NEEDWOOD RD +204  
 DERWOOD , MD 20855-2265

**TAX CLASS** 42

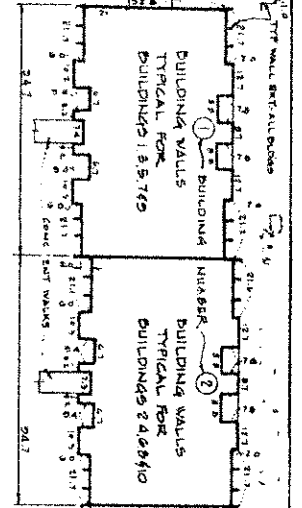
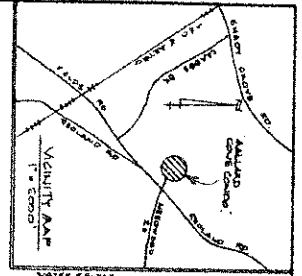
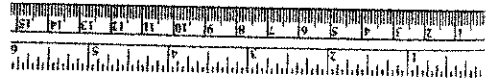
**REFUSE INFO** Refuse Area: R  
 Refuse Unit:

\_\_\_\_\_  
**Buyers Initials**

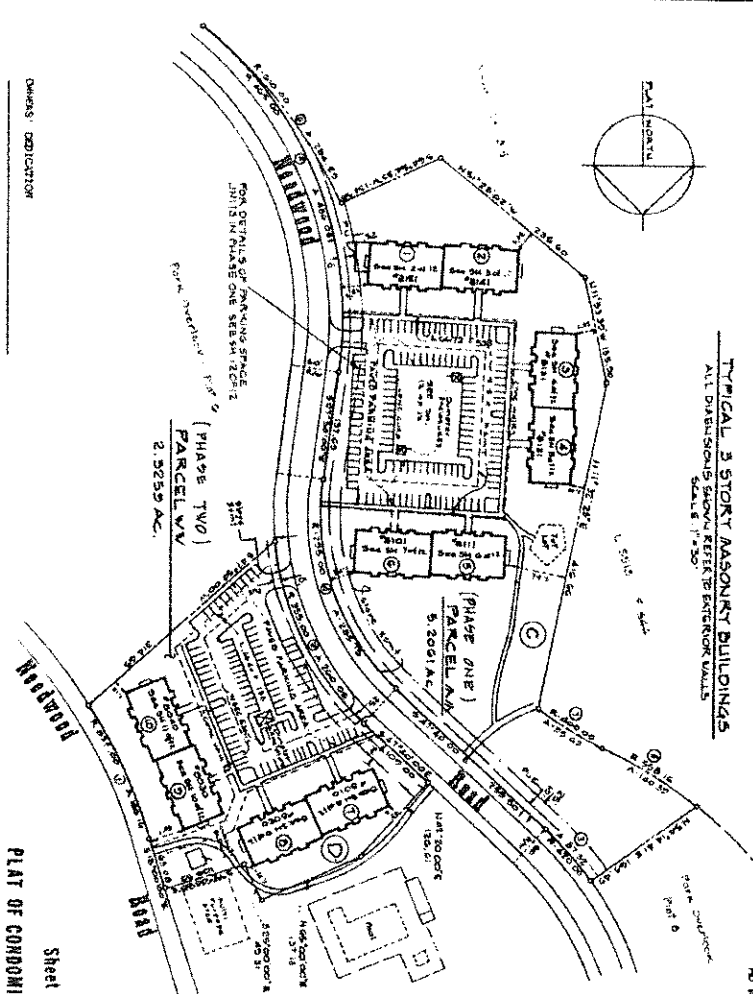
**TAX INFORMATION:**

TAX DESCRIPTION	FY19 PHASE-IN VALUE <sub>1</sub>	FY18 RATE <sub>2</sub>	ESTIMATED FY19 TAX/CHARGE
STATE PROPERTY TAX	220,000	.1120	\$246.4
COUNTY PROPERTY TAX <sub>3</sub>	220,000	.9927	\$2,183.94
SOLID WASTE CHARGE <sub>4</sub>		16.0600	\$16.06
WATER QUAL PROTECT CHG (MFR) <sub>4</sub>			\$42.67
<b>ESTIMATED TOTAL<sub>6</sub></b>			<b>\$2,489.07</b>

Buyers Initials



TYPICAL 3 STORY MASONRY BUILDINGS  
ALL DIMENSIONS SHOWN REFER TO EXTERIOR WALLS  
SCALE: 1/8" = 1'-0"



LOT	ACRES	AREA	Δ	CUY	DEVELOPER	DT
1	318.00	136.12	73.46	31	5,867.73	69.75
2	119.00	1,840.00	11,796.50	10	176,410.50	754.28
3	119.00	1,840.00	11,796.50	10	176,410.50	754.28
4	120.00	1,863.75	15,760.00	10	181,473.25	874.10
5	433.00	486.00	9,233.13	12	132,466.42	164.21
6	91.00	364.31	66,414.08	13	138,428.17	181.72
7	400.00	35.01	17,411.55	11	117,977.50	55.40
8	320.00	140.33	4,474.41	12	12,771.37	150.01

TOTAL NO. OF PARKING SPACES UNITS  
PHASE ONE 120  
PHASE TWO 84  
TOTAL 204

Sheet 1 of 12  
Buildings One thru Ten  
MALLARD COVE  
CONDOMINIUM

Calhounburg Election District No. Nine  
Montgomery County, Maryland  
Scale: 1" = 100'  
May 1985

POWER ASSOCIATE, INC.  
27 W. JEFFERSON ST.  
BETHESDA, MARYLAND 20814  
301/762-3177

OWNER'S DEDICATION  
WE, THE UNDERSIGNED, PARTNERSHIP, OWNERS OF THE PROJECT, HEREBY DEDICATE AND RESERVE TO THE PUBLIC THE RIGHT OF CONDOMINIUM SUBDIVISION AND TO THE PROVISIONS AND REQUIREMENTS OF TITLE 11, SUBTITLE 10, CHAPTER 1001, OF THE ANNOTATED CODE OF MARYLAND, (1983 COMPILATIVE SUPPLEMENT).

RESERVE EGRESS - 444 LIMITED PARTNERSHIP  
ATTORNEY:  
444/15 *Michael H. ...*  
444/15 *Richard L. ...*  
GENERAL PARTNER  
GENERAL PARTNER

MCHA 48350-1

MSA 554 1A84 - 189

SECTION 3 CERTIFICATE  
I HEREBY CERTIFY THAT THIS CONDOMINIUM PLAN CONSISTING OF 12 BLDGS IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT IT IS A SUBDIVISION OF THE BLDGS AND OTHER IMPROVEMENTS SITUATED ON PARCELS NO. 1, 2, 3, 4 AND 5 AND PARCELS 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 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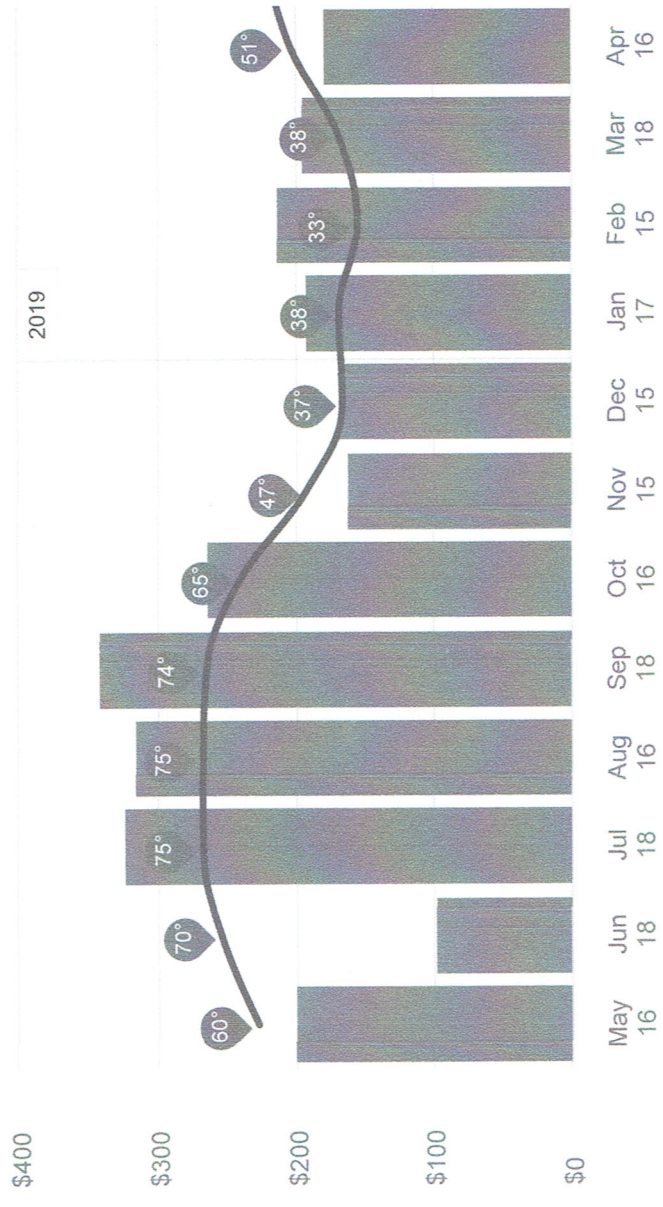


Year view ▼

May 2018 - May 2019

Energy Costs

Electricity



Buyers Initials

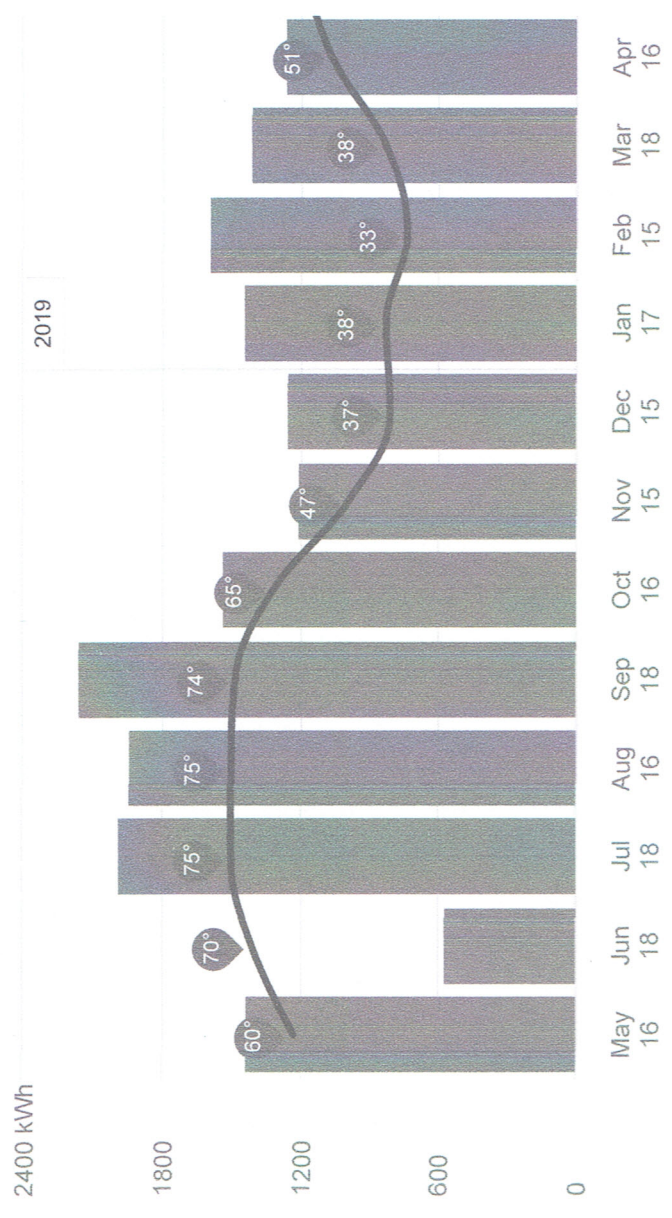
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Year view ▼

May 2018 - May 2019

Energy Use ▼

Electricity ▼



Buyers Initials

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