





### Condominium Seller Disclosure/Resale Addendum for Maryland

(Required for the Listing Agreement and for either the GCAAR Contract or the Maryland REALTORS® Contract)

Address		4	1803 Wellington	Dr Apt 3	
City	Chevy Chase	, State	<b>MD</b> Zip	20815-6263	Parking Space(s) #
Storage	Unit(s) #	Subdivision/Project:		The Wellington	
<u>PA</u> ]	RT I - SELLER DISCLOS	SURE:			
1.	A. HOA Fee: Potential		vised that the pr	esent condomini	reof amount respectively to:  um fee for the subject unit and parking  Month
	<ul><li>B. Special Assessments:</li><li>1) Reason for Assessn</li><li>2) Payment Schedule:</li><li>3) Number of paymen</li><li>4) Total Special Asse</li></ul>	X No Yes (If yes, onent:  y potential yes (If yes, onent)  stremaining sement balance remaining sement se	er as of	ow.)	(Date)
C.	Fee Includes: The followi	ng are included in the C	Condominium Fee	e:	
2.	1) General Common Eleme	ents for general use (pos- use of a particular Cond	ssibly subject to a lominium Unit, or	lease or license	gnated by the Association Documents as: agreement), 2) Limited Common Elements Deed and separately taxed. The following
	Parking Space #(s) 11   Lot Block	and Tax ID #	, Lot	is X is Block	s not separately taxed. If separately taxed, and Tax ID #
	Storage Units #(s) Lot Block	and Tax ID #	, Lot	is is Block	<b>not</b> separately taxed. If separately taxed, and Tax ID #
3.			c regarding the C	ondominium and	nt agent or person authorized by the the Development is as follows: hone: (301)468-8919
	Address: 7811 Montrose l	Rd Suite 110, Potomac	e, MD 20854		
4.	following statements:	ning seven (7) or more as 35(a) of the Maryland	Condominium	,	gned unit owner(s)/Seller(s) make(s) the
		-			ted common elements, if any, assigned to ons of the condominium except as follows:
	<b>B.</b> I/We have no knowled	lge of any violation of he unit except as follow		lding codes with	respect to the unit or the limited common
	Condominium Actor u (An extended lease und	inder local law except a ler Section 11-137 is a le	as follows: <b>NA</b> ease for up to thre	e (3) years which	under Section 11-137 of the Maryland was entered into with a qualified household rty was converted to a condominium.)

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GCAAR Form #922 - MD Condo Addendum (Formerly #1328)

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	-OK -
For a condominium containing few	er than seven (7) units:
Pursuant to Section 11-135(b) of the M following statements:	Iaryland Condominium Act, the undersigned unit owner(s)/Seller(s) make(s) the
I/We have incurred \$	as my/our expenses during the preceding twelve (12) months payments made to or on behalf of Condominium Association )

### 5. NOTICE (APPLIESONLY TO A CONDOMINIUM WITH 7OR 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 1N §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) 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.

### 6. 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; AND
- (4) A STATEMENT BY THE SELLER OF HIS EXPENSES RELATING TO THE COMMON ELEMENTS DURING THE PRECEDING 12 MONTHS;
- (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.

Courtney W Layman	10/21/2020			
Seller E62E2DD3BC8F4B9		Date	Seller	Date
Courtney W Layman				

### PART II - RESALE ADDENDUM

The Contract of Sale dated	, between Seller Courtney W Layman,
	and Buyer
	is hereby amended by the incorporation of Parts I and II herein, which shall
supersede any provisions to the contr	ary in the Contract.

- 1. <u>DEED AND TITLE/TITLE:</u> 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. <u>ASSUMPTION OF CONDOMINIUM OBLIGATIONS:</u> 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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thereof to Seller. In the event that su the ratification of this Contract by Contract. If the condominium docu closing, as referred to in the Condo giving Notice thereof to Seller prior the provisions of this paragraph, in a	nch condominium d y Buyer, such seven nments and statem o Documents parag to receipt by Buyer	ocuments and statements are delined (7) days period shall comme ents are not furnished to Buyer raph, Buyer shall have the option of such condominium document	nce upon ratification of this more than 15 days prior to on to cancel this Contract by s and statements. Pursuant to
Seller (sign only after Buyer)	Date	Buyer	Date

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### Inclusions/Exclusions Disclosure and Addendum

(Required for use with GCAAR Listing Agreement & Sales Contract)

**PERSONAL PROPERTY AND FIXTURES:** The Property includes the following personal property and fixtures, if existing: built-in

PROPERTY ADDRESS: 4803 Wellington Dr Apt 3, Chevy Chase, MD 20815-6263

heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, central vacuum system (with all hoses and attachments); shutters; window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke, carbon monoxide, and heat detectors; TV antennas; exterior trees and shrubs; and awnings. Unless otherwise agreed to herein, all surface or wall mounted electronic components/devices DO **NOT CONVEY. The items checked below convey.** If more than one of an item conveys, the number of items is noted in the blank. KITCHEN APPLIANCES **ELECTRONICS** RECREATION Stove/Range Security Cameras Hot Tub/Spa, Equipment, & Cover Cooktop Alarm System Pool Equipment & Cover Wall Oven Intercom Sauna X Satellite Dishes Microwave Playground Equipment X Refrigerator Video Doorbell **OTHER** w/ Ice Maker LIVING AREAS Storage Shed Wine Refrigerator Fireplace Screen/Door Garage Door Opener X Dishwasher Gas Log Garage Door Remote/Fob X Disposer Ceiling Fans Back-up Generator Separate Ice Maker Window Fans Radon Remediation System Separate Freezer X Window Treatments Solar Panels (must include Trash Compactor Solar Panel Seller WATER/HVAC Disclosure/Resale Addendum) LAUNDRY Water Softener/Conditioner Washer 1 unit X Electronic Air Filter Dryer—combined Furnace Humidifier Χ Window A/C Units THE FOLLOWING ITEMS WILL BE REMOVED AND NOT REPLACED: LEASED ITEMS, LEASED SYSTEMS & SERVICE CONTRACTS: Leased items/systems or service contracts, including but not limited to: appliances, fuel tanks, water treatment systems, lawn contracts, pest control contracts, security system and/or monitoring, and satellite contracts **DO NOT CONVEY** unless disclosed here: **CERTIFIGATION**: Seller certifies that Seller has completed this checklist disclosing what conveys with the Property. 10/21/2020 ourtney W Layman Seler Countre & Layman Date Seller Date ACKNOWLEDGEMENT AND INCORPORATION INTO CONTRACT: (Completed only after presentation to the Buyer) between Seller Courtney W Layman The Contract of Sale dated and Buyer for the Property referenced above is hereby amended by the incorporation of this Addendum. Seller (sign only after Buyer) Date Date Buyer Seller (sign only after Buyer) 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	Courtney W Layman	for the Property
known as 4803 Wellington Dr A	pt 3, Chevy Chase, MD 20815-6263	

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 13-207of 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 longlife 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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GCAAR Form # 1342 Notice to Parties, Property Disclosure - MC

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Phone: (301)785-9075 Fax: 3017748302

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.

DocuSigned by:	10/21/20	020		
Seller's Signethies		Date	Buyer's Signature	Date
Courtney W Layman				
Seller's Signature		Date	Buyer's Signature	Date
DocuSigned by:	10/21/2020			
Robert Kerxton	10/21/2020			
Agent's Signature		Date	Agent's Signature	Date
Robert Kerxton				

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GCAAR Form #1342 Notice to Parties, Property Disclosure - MC

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### MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 4803 Wellington Dr Apt 3, Chevy Chase, MD 20815-6263
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
- 2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
- 3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure:
- 4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
- 5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
- 7. A sale of unimproved real property.

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

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

### MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

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

NOTICE TO PURCHASERS: The information provided is the representation of the 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? _	Approx 5 years	
<b>Property System:</b>	Water, Sewage, Heati	ng & Air Conditioning (Answer all that apply)	
Water Supply	[ <b>X</b> ] Public	[ ] Well [ ] Other	
Sewage Disposal	[ <b>X</b> ] Public	[ ] Septic System approved for (# bedrooms) Other Type	
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Garbage Disposal Dishwasher Heating Air Conditioning Hot Water	[ <b>X</b> ] Yes	[ ] Electric [ ] H [ <b>X</b> ] Electric [ ] H [ ] Electric Capacity	eat Pump Age eat Pump Age Age	[ ] Other
Please indicate y	our actual knowledge wit	h respect to the follo	owing:	
	ettlement or other problems?		lo [ ] Unknown	
•	ks or evidence of moisture?		lo [] Unknown	[ ] Does Not Apply
Type of Roc Comments: Is there any	existing fire retardant treated ply	vwood? [ ] Yes	No	nown
4. Other Structural Sy	ystems, including exterior walls	and floors:		
Any defects Comments:	(structural or otherwise)?	[ ] Yes [ <b>X</b> ] No	[ ] Unknown	
5. Plumbing System:	Is the system in operating condi	tion? [X] Yes		
Comments: Is the system	is heat supplied to all finished ro	[ <b>X</b> ] Yes	[ ] No [ ] Unkn	
Comments: Is the system Comments:	System: Is cooling supplied to all in operating condition?  Are there any problems with electrical	[ <b>X</b> ] Yes [ ] No	[ ] Unknown [	
•	[X] No [] Unknown			
Are the smoke alarms If the smoke alarms use long-life batterio	alarms provide an alarm in the ns over 10 years old? [ s are battery operated, are the es as required in all Maryland	Yes X No ey sealed, tamper resist Homes by 2018?		[ ] No a silence/hush button, which
When was the syst	the septic system functioning preem last pumped? Date		] No [ ] Unknown [ ] Unknown	[X] Does Not Apply
Comments:	ny problem with water supply?	[ ] Yes [ <b>X</b> ] N	No [ ] Unknown	
Home water Comments:	treatment system:	[ ] Yes [ <b>x</b> ] N	lo [ ] Unknown	
Fire sprinkle	er system: ems in operating condition?	[ ] Yes [ ] N		[X] Does Not Apply
Commonta	ems in operating condition?	[ <b>X</b> ] Yes [ ] N	No [ ] Unknown	

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11. Insulation:	
In exterior walls? [ ] Yes [ ] No [ <b>X</b> ] Unknown In ceiling/attic? [ ] Yes [ ] No [ ] Unknown <b>NA</b>	
In ceiling/attic? [ ] Yes [ ] No [ ] Unknown <b>NA</b> In any other areas? [ ] Yes [ <b>X</b> ] 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:	wn
13. Wood-destroying insects: Any infestation and/or prior damage? [ ] Yes [ ] No	o [ <b>X</b> ] Unknown
Comments:  Any treatments or repairs? [ ] Yes [ ] No [ <b>X</b> ] Unknown	
Any warranties? [ ] Yes [ ] No [X] Unknown	
Comments:	
14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, underground storage tanks, or other contamination) on the property? [ ] Yes [X] No If yes, specify below Comments:	
15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or monoxide alarm installed in the property?  [X] Yes [] No [] Unknown  Comments:	clothes dryer operation, is a carbon
16. Are there any zoning violations, nonconforming uses, violation of building restrictions or set unrecorded easement, except for utilities, on or affecting the property? [ ] Yes [ <b>X</b> ] No If yes, specify below Comments:	
16A. If you or a contractor have made improvements to the property, were the required local permitting office? [ ] Yes [ ] No [ X ] Does Not Apply [ ] Un Comments:	
17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay District? [ ] Yes [X] No [ ] Unknown If yes, specify below Comments:	critical area or Designated Historic
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	J1 J
Comments: Wellington Condo	
19. Are there any other material defects, including latent defects, affecting the physical condition  [ ] Yes [X] No [ ] Unknown  Comments:	of the property?
Comments:	
NOTE: Seller(s) may wish to disclose the condition of other buildings on the property PROPERTY DISCLOSURE STATEMENT.	ty on a separate RESIDENTIAL
The seller(s) acknowledge having carefully examined this statement, including as is complete and accurate as of the date signed. The seller(s) further acknowledge of their rights and obligations under §10-702 of the Maryland Real Property Articles.	e that they have been informed
Seller(s) Courtney W Layman  Courtney W Earyman	10/22/2020
Courtney Wayman	_
Seller(s)	Date

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GCAAR Form #912 - MD - Property Disclosure/Disclaimer

FORM: MREC/DLLR: Rev 10/1/2019

The purchaser(s) acknowledge receipt of a copy of this discl have been informed of their rights and obligations under §10-	
Purchaser	Date
Purchaser	Date
MARYLAND RESIDENTIAL PROPERT	Y DISCLAIMER STATEMENT
NOTICE TO SELLER(S): Sign this statement only if you el warranties as to its condition, except as otherwise provided in the set forth below; otherwise, complete and sign the RESIDENTIA	he contract of sale and in the listing of latent defects
Except for the latent defects listed below, the undersigned self-warranties as to the condition of the real property or any receiving the real property "as is" with all defects, including provided in the real estate contract of sale. The seller(s) acknowledge that they have been informed of Maryland Real Property Article.	improvements thereon, and the purchaser will be atent defects, which may exist, except as otherwise lowledge having carefully examined this statement
Section 1-702 also requires the seller to disclose information a actual knowledge of. The seller must provide this information are defined as: Material defects in real property or an improve (1) A purchaser would not reasonably be expected to of the real property; and (2) Would pose a direct threat to the health or safety of the purchaser; or (ii) an occupant of the real property, including a term.	even if selling the property "as is." "Latent defects" ement to real property that: ascertain or observe by a careful visual inspection of:
Does the seller(s) has actual knowledge of any latent defects?	[ ]Yes [ ]No If yes, specify:
Seller	Date
Seller	
The purchaser(s) acknowledge receipt of a copy of this discl have been informed of their rights and obligations under §10-	
Purchaser	_
Purchaser	Date

GCAAR Form #912 - MD - Property Disclosure/Disclaimer FORM: MREC/DLLR: Rev 10/1/2019







### 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: 4803 Wellington Dr Apt 3, Chevy Chase, MD  There are parts of the property that still exist that were built prior to Construction dates are unknown. If any part of the property was consciousness required. If the entire property was built in 1978 or later, the	1978 OR No parts of the property were built prior to 1978 OR onstructed prior to 1978 or if construction dates are unknown, this
<b>LEAD WARNING STATEMENT FOR BUYERS:</b> Every purchaser of an built prior to 1978 is notified that such property may present exposure developing lead poisoning. Lead poisoning in young children may produce intelligence quotient, behavioral problems, and impaired memory. Lead pointerest in residential real property is required to provide the buyer with inspections in the seller's possession and notify the buyer of any known lead based paint hazards is recommended prior to purchase.	to lead from lead-based paint that may place young children at risk of e permanent neurological damage, including learning disabilities, reduced isoning also poses a particular risk to pregnant women. The seller of any any information on lead-based paint hazards from risk assessments or
SELLER'S DISCLOSURE:  (A) Presence of lead-based paint and/or lead-based paint hazards  Known lead-based paint and/or lead-based paint	BUYER'S ACKNOWLEDGMENT: (Buyer to initial all lines as appropriate)  (C) Buyer has read the Lead Warning Statement
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.	above.  (D)/ Buyer has read Paragraph B and acknowledges receipt of copies of any information listed therein, if any.
(B) Records and reports available to the Seller:    X   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.	(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
and/of lead-based paint nazards in the nousing.	hazards; <b>OR</b> 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)  Agent has informed the Seller of the Seller's obligations responsibility to ensure compliance.  CERTIFICATION OF ACCURACY: The following parties have reviewed information provided by the signatory is true and accurate.  Docusigned by:  10/22/2020  Seller F63F2DD38C8F4B9  Date	
Courtney W Layman	Date Date
Seller Date  Pocusigned by:  Robert Keraton 10/22/2020	Buyer Date
Agent for Seller, if any  Robert Kerxton  Date	Agent for Buyer, if any Date
GCAAR # 907A: Federal Lead Paint Sales Disclosure -MC & This Recommended Form is the property of the Greater Capital Area Association This Recommended Form is the property of the Greater Capital Area Association This Recommended Form is the property of the Greater Capital Area Association This Recommended Form is the property of the Greater Capital Area Association This Recommended Form is the property of the Greater Capital Area Association This Recommended Form is the property of the Greater Capital Area Association This Recommended Form is the property of the Greater Capital Area Association This Recommended Form is the property of the Greater Capital Area Association This Recommended Form Is a second the Greater Capital Area Association This Recommended Form Is a second the Greater Capital Area Association This Recommended Form Is a second the Greater Capital Area Association This Recommended Form Is a second the Greater Capital Area Association This Recommended Form Is a second the Greater Capital Area Association This Recommended Form Is a second the Greater Capital Area Association This Recommended Form Is a second the Greater Capital Area Association This Recommendation This Reco	







### MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

4803 Wellington Dr Apt 3 Property Address: Chevy Chase, MD 20815-6263 MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx. 1. Seller hereby discloses that the Property was constructed prior to 1978; AND / is or / is not registered in the Maryland Program (Seller to The Property initial applicable line). 2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants. 3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (Seller to initial applicable line) / has; or has **not** occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows: If such event has occurred, Seller (**Seller to initial applicable line**) / will; OR / will **not** perform the required treatment prior to transfer of title of the Property to Buyer. ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. \_\_\_\_/ \_\_\_(BUYER) 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. Seller\_\_E62E2DD3BC8F4B9... Date **Buyer Date Courtney W Layman** Seller Date **Buyer Date** 

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**Date** 

**Buyer's Agent** 

10/22/2020

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GCAAR Form #908 - MC Page 1 of 1 1/15

(Previously form #1301 L.2)

DocuSigned by:

Selleris Agent 4E9...

**Robert Kerxton** 

Robert Kerxton

Fax: 3017748302

**Date** 

Form Number: MDE 330, Revised: 10/2013



### AMA Analytical Services, Inc. Focused On Results

## CERTIFICATE OF ANALYSIS

East Coast Building Consultants

Client:

Address:

8514 Salem Way Bethesda, MD 20814

Doug Jenkins

P.O. Number:

Not Provided Not Provided

Job Number:

Attention:

Courtney Whaler

Job Name:

Job Location: 4803 Wellington Drive, Bethesda, MD Date Analyzed: Date Submitted

Report Date:

10/25/2017

Person Submitting:

10/25/2017 10/17/2017

LAB #100470

Date Sampled:

Doug Jenkins Not Provided

> STRIAL HYGIENE, ENVIRONMENTAL LEAD & ENVIRONMENTAL MICROBIOLOGY ACCREDITED LABORATORY ISO/IEC 17025:2005 w.aihaaccreditedlabs.org AIHA LAP, LLC

# Summary of Atomic Absorption Analysis for Lead

AMA Sample Number	Client Sample Number	Analysis Type	Sample Type	Area Wiped (ft²)	Reporting Limit	Total ug	Final Result	Comments
284453-1	1-1 Liv/Din/Kit	Flame AA	Wipe	1.0	10 ug/sqft	<10.0	<10 ug/sqft	
284453-2	2-1 Bath	Flame AA	Wipe	1.0	10 ug/sqft	<10.0	<10 ug/sqft	
284453-3	3-1 Bed	Flame AA	Wipe	1.0	10 ug/sqft	<10.0	<10 ug/sqft	

dry weight basis ug = micrograms ug/L = parts per billion (ppb) Applicable mg/Kg = parts per million (ppm) on a dry weight basis mg/L = parts per million (ppm) %Pb = percent lead on a Method For Furnace: Air, Wipes, Paints, and Soil/Solids : EPA 600/R-93/200(M)-7010; Water: SM-3113B N/A = Not Analysis Method for Flame: Air, Wipes, Paints, and Soil/Solids: EPA 600/R-93/200(M)-7000B; Water: SM-3111B Analysis

Note: All results have two significant digits. Any additional digits shown should not be considered when interpreting the Note: All samples were received in good condition unless otherwise noted

Analyst(s): Nida McGarvey

See QC Summary for analytical results of quality control samples associated with these samples

based on client supplied information not verified by this laboratory Air and Wipe results are not corrected for any blank results. Final results for air and wipe samples are

change unless signed by the Technical Director or Deputy All results are to be considered preliminary and subject to

**Technical Director** 

G. Edward Carney

to claim, and does not imply product certification, approval, or endorsement by NY ELAP, AlHA, or any agency of the Federal Government. All rights reserved. AMA Analytical Services, Inc. liability for the accuracy and completeness of this information. Residual sample material will be discarded in accordance with the appropriate regulatory guidelines, unless otherwise requested by the client. This report must not be used from us. Sample types, locations, and collection protocols are based upon the information provided by the persons submitting them and, unless collected by personnel of these Laboratories, we expressly disclaim any knowledge and this report is submitted and accepted for the exclusive use of the client to whom it is addressed and upon the condition that it is not to be used, in whole or in part, in any advertising or publicity matter without prior written authorization This report applies only to the sample, or samples, investigated and is not necessarily indicative of the quality or condition of apparently identical or similar products. As a mutual protection to clients, the public, and these Laboratories







### 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		4803 Wellingt		
City Chevy		MD	Zip	20815-6263	between
Seller	Courtney W Layman	1			and
Buyer					_ is hereby
amended by the incorporation of this Ac	ldendum, which shall supersede any provisions	to the contrar	y in the Contrac	et.	
purchase offer and will become a part of Seller. The content in this form is not all way define or limit the intent, rights of change and GCAAR cannot confirm the of a regulation, easement or assessme obtained by contacting staff and website		7. The informa is Agreement at that web site form. When it appropriate go	tion contained in the for convenient addresses, person doubt regarding	herein is the represe nce and reference of onnel and telephon- ng the provisions of	entation of the nly, and in no e numbers do r applicability
<ul> <li>Main Telephone Number: 311</li> <li>Maryland-National Capital Ar 8787 Georgia Avenue, Silver</li> <li>City of Rockville, City Hall, 1</li> </ul>	nent, 101 Monroe Street, Rockville, MD, 20850 or 240-777-0311 (TTY 240-251-4850). Web stee Park and Planning Commission (M-NCPPC Spring, MD, 20910. Main number: 301-495-46 11 Maryland Ave, Rockville, MD 20850. 314-5000. Web site: <a href="www.rockvillemd.gov">www.rockvillemd.gov</a>	site: www.MC		pc.org	
defined in the Maryland Residenti	STATEMENT: A property owner may be ex al Property Disclosure and Disclaimer Statem f no, see attached Maryland Residential Disclo	ent. Is Seller	exempt from th	e Maryland Reside	ntial Property
BATTERY-ONLY operated smo Montgomery County Code, the Set the year the Property was info/resources/files/laws/smokealar unit contains alternating current (A	and law requires that ALL smoke alarms oke alarms must be sealed units incorporating the sequired to have working smoke alarms. constructed. For a matrix of the sammatrix 2013.pdf. In addition, Maryland law AC) electric service. In the event of a power out the Buyer should obtain a dual-powered smoke	ng a silence/h Requirements requirements v requires the stage, an altern	ush button and for the location see: www.r following discuting current (A	d long-life batterie n of the alarms vary nontgomerycountyn losure: This residen AC) powered smoke	s. Pursuant to according to nd.gov/mcfrs-ntial dwelling
County, the City of Rockville, or If	the City of Gaithersburg? Yes X No. If initial offering is after March 20, 1989, the legal buying and selling restrictions on the Property part of the	yes, Seller sh prospective B	nall indicate me	onth and year of in	itial offering:
Montgomery County Code Section  Home means a single family determined for a condominium regime of the is required to provide the Buyer, or to permit the Buyer to perform a	n test must be performed on or before the Set on 40-13C (see <a href="http://www.montgomerycoungached">http://www.montgomerycoungached</a> or attached residential building. Sing ra cooperative housing corporation. The Sel or or before Settlement Date, a copy of radon test radon test, but regardless, a radon test MUST elects not to or fails to perform a radon test, Settlement Date.	tymd.gov/gree gle Family ho ller of a Single est results perfo be performed	en/air/radon.htm me does not in E Family Home ormed less than and both Seller	nd for details) A S nclude a residentia (unless otherwise e one year before Set and Buyer MUST r	ingle Family Il unit that is exempt below) ttlement Date, receive a copy
Is Seller exempt from the Radon To	est disclosure? X Yes No. If yes, reason for	r exemption: _	Condo	·	
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GCAAR Form #900 — REA Disclosure	Page 1 of 8				7/2019

RE/MAX, 3300 Olney-Sandy Spring Rd Olney MD 20832

### **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.

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 <a href="http://permittingservices.montgomerycountymd.gov/DPS/general/Home.aspx">http://permittingservices.montgomerycountymd.gov/DPS/general/Home.aspx</a>. For well and/or septic field locations, visit <a href="http://permittingservices.montgomerycountymd.gov/DPS/online/eInformationRequest.aspx">http://permittingservices.montgomerycountymd.gov/DPS/online/eInformationRequest.aspx</a>, 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. <u>Categories:</u> To confirm service area category, contact the <u>Montgomery County Department of Environmental Protection ("DEP")</u> Watershed Management Division or visit <u>waterworks@montgomerycountymd.gov</u>.

A.	Water: Is the Property connected to public water? X 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:
В.	Sewer: Is the Property connected to public sewer system? X 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.

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	above, or has informed the that, to stay informed of	e Buyer that the Seller does not kn	ow the information referenced a nicipal water and sewer plans, t	provided the information referenced bove; the Buyer further understands the Buyer should consult the County
	Buyer	Date	Buyer	Date
		f this property is located in Takoma  - Notice of Tree Preservation Requi		closure must be attached. See GCAAR ws.
Ho and Co	omeowners Association with d/or Condominium Associ	mandatory fees (HOA) (refer to GC ation (refer to GCAAR Condomini & Co-operative Seller Disclosure	SAAR HOA Seller Disclosure / I um Seller Disclosure / Resale Ad	Resale Addendum for MD, attached), aldendum for MD, attached) and/or CDC, attached) and/or Other (ie:
ab	andonment, contact the Maryl		or visit www.mde.state.md.us Do	d the procedures for their removal or es the Property contain an UNUSED bandoned:
	Are there any potenti become liable which d If yes, EITHER the sewer authority, OR	o not appear on the attached proper in Buyer agrees to assume the future, OR Buyer is hereby advised a local jurisdiction has adopted a planture:	FBC) or deferred water and sew erty tax bills? Yes No ure obligations and pay future are that a schedule of charges has not in to benefit the property in the future.	er charged for which the buyer may anual assessments in the amount of \$1 yet been established by the water and the arre.  OT appear on the attached property tax
	bills? Yes No. If  EFFECTIVE OCTOBER SEWER CHARGES This Property is subject	yes, complete the following:  1, 2016: NOTICE REQUIRED I	BY MARYLAND LAW REGAL	RDING DEFERRED WATER AND of installing or maintaining during developer. This fee or assessment is
	prepayment or a discount	(name and for early prepayment, which may be ween the lienholder and each owne	d address) (hereafter called "lie be ascertained by contacting the	enholder"). There may be a right of lienholder. This fee or assessment is a any way a fee or assessment imposed
	(1) Prior to Settlement, t	ut the right of rescission shall ter	scind the contract and to receive	e a full refund of all deposits paid on rovides the Buyer with the notice in
	(2) Following Settlement,	the Seller shall be liable to the Buy	er for the full amount of any ope	n lien or assessment.

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### 10. SPECIAL PROTECTION AREAS (SPA):

Refer to <a href="http://www.montgomeryplanning.org/environment/spa/faq.shtm">http://www.montgomeryplanning.org/environment/spa/faq.shtm</a> 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: <a href="mailto:spa@mncppc-mc.org">spa@mncppc-mc.org</a>, 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	l impervious surfaces may apply.
Under Montgomery County law, Special Protection Area (SPA) means a geog	raphic area where:
A. Existing water resources, or other environmental features directly relaunusually sensitive;	ting to those water resources, are of high quality or are
B. Proposed land uses would threaten the quality or preservation of those r	esources 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 disclosure and B before Buyer executed a contract for the above-referenced Property. I of Maryland-National Capital Area Park and Planning Commission (M-NCP)	urther information is available from the staff and website
Buyer Bu	yer

- 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 <a href="https://www.montgomerycountymd.gov/apps/tax">www.montgomerycountymd.gov/apps/tax</a> and select "FAQ". Additional information relating to taxes and the assessment and appeal process can be located at <a href="https://www.dat.state.md.us/sdatweb/taxassess.html">www.dat.state.md.us/sdatweb/taxassess.html</a> this provides tax information from the State of Maryland.
  - A. <u>Current Tax Bill</u>: 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 <a href="https://www.montgomerycountymd.gov/apps/tax">www.montgomerycountymd.gov/apps/tax</a>.
  - 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 <a href="https://www.montgomerycountymd.gov/estimatedtax">www.montgomerycountymd.gov/estimatedtax</a>.

/	Buyer acknowledges receipt of both tax disclosures
Buyer's Initials	

### 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 <a href="https://www2.montgomerycountymd.gov/estimatedtax/FAQ">https://www2.montgomerycountymd.gov/estimatedtax/FAQ</a>. aspx#3607. Seller shall choose one of the following:

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		assessment or special tax that are due. As of th	impo ne da eac	osed in te o	EXISTING Development District: Each year the Buyer of this Property must pay a special under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments f execution of this disclosure, the special assessment or special tax on this Property is year. A map reflecting Existing Development Districts can be obtained at d.gov/estimatedtax/map/Existing_DevDistricts.pdf/.		
					OR		
		assessment or special tax that are due. The estima	impo ted n	osed i	ROPOSED Development District: Each year the Buyer of this Property must pay a special under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments num special assessment or special tax is \$ each year. A map reflecting to be obtained at <a href="https://www2.montgomerycountymd.gov/estimatedtax/map/dev_districts.pdf">https://www2.montgomerycountymd.gov/estimatedtax/map/dev_districts.pdf</a> .		
					OR		
	X	The Property is not loca	ted i	n an	existing or proposed Development District.		
13.	The Prop	NEFIT PROGRAMS: perty may currently be undoyer to remain in the program			nefit program that has deferred taxes due on transfer or may require a legally binding commitment but not limited to:		
	Α.	Conservation Manageme	nt Ag	green	<b>ement Program</b> (FC&MP): Buyer is hereby notified that a property under a Maryland Forest nent (FCMA) could be subject to recapture/deferred taxes upon transfer. Is the Property under assessed shall be paid by $\square$ the Buyer <b>OR</b> $\square$ the Seller.		
	В.		Is the Property subject to agricultural transfer taxes? $\square$ Yes $\searrow$ No. If yes, taxes assessed as a result of the paid by $\square$ the Buyer OR $\square$ the Seller. Confirm if applicable to this Property at atweb/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 obtain a plat you will be required to supply the Lot, Block, Section and Subdivision, as applicable, for the property. Plats are also availabe online at <a href="http://www.montgomeryplanning.org/info/plat_maps.shtm">http://www.montgomeryplanning.org/info/plat_maps.shtm</a> or at <a href="http://www.plats.net">www.plats.net</a> . Buyers shall check ONE of the following:						
				A.	<u>Unimproved Lot and New Construction</u> : 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		
	Buyer	_/ 's Initials	X	В.	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.	<u>Resale/Waived Receipt</u> : 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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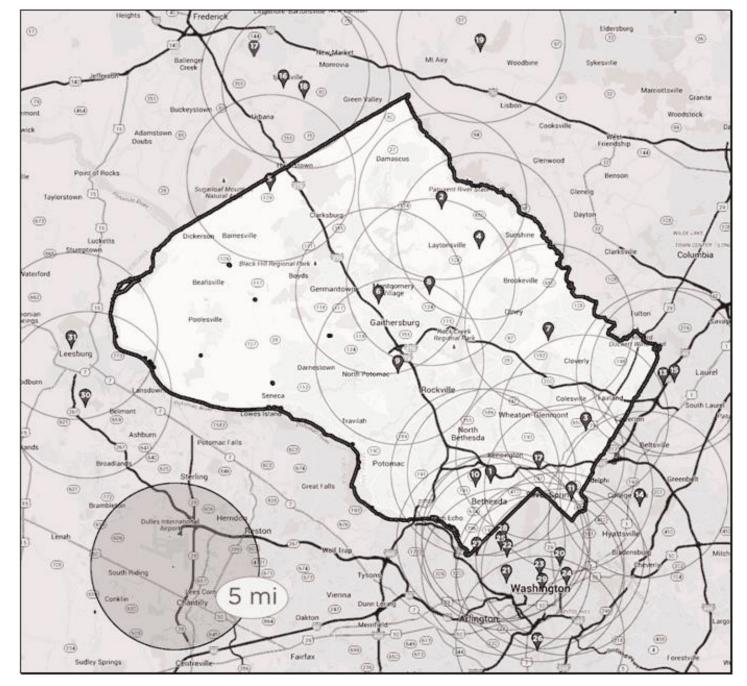
DocuSign Envelope ID: 0E94D884-32D6-42F3-A517-D17B67359B08

15.	AGRICULTURAL RESERVE DISCLOSURE NOTICE: This Property is is in ot 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 purchas and sale of a property that is subject to this Agricultural Reserve Disclosure requirement. Additional information can be obtained at <a href="http://www.mcmaps.org/notification/agricultural_lands.aspx">http://www.mcmaps.org/notification/agricultural_lands.aspx</a> .
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 <a href="https://www.montgomeryplanning.org/environment/forest/easement_tool.shtm">www.montgomeryplanning.org/environment/forest/easement_tool.shtm</a> 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 <a href="http://www.montgomeryplanning.org/historic/index.shtm">http://www.montgomeryplanning.org/historic/index.shtm</a> , 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.
	<ul> <li>A. City of Rockville: Montgomery County Code §40-12A has been adopted by the City of Rockville.</li> <li>B. City of Gaithersburg: Montgomery County Code §40-12A has been adopted by the City of Gaithersburg at City Code §2-6.</li> <li>C. Other: Contact the local municipality to verify whether the Property is subject to any additional local ordinance</li> </ul>
Is the Sell phy and	s the Property been designated as an historic site in the master plan for historic preservation? Yes No. he Property located in an area designated as an historic district in that plan? Yes No. he Property listed as an historic resource on the County location atlas of historic sites? Yes No. her has provided the information required of Sec 40-12A as stated above, and the Buyer understands that special restrictions on land uses and sical changes may apply to this Property. To confirm the applicability of this County Code (Sec 40-12A) and the restrictions on land used physical changes that may apply, contact the staff of the County Historic Preservation Commission, 301-563-3400. If the Property is located him a local municipality, contact the local government to verify whether the Property is subject to any additional local ordinances.
Buy	ver Buyer
19	MARVI AND FOREST CONSERVATION LAWS:

- 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.
- <u>Forest Conservation Easements</u>: Seller represents and warrants that the Property is **w** 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.

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### MONTGOMERY COUNTY

- Walter Reed National Medical Center Heliport, 8901 Rockville Pike, Bethesda, MD 20889
- Davis Airport, 7200 Hawkins Creamery Road, Laytonsville, MD 20879
- Dow Jones & Company, Inc., 11501 Columbia Pike, Silver Spring, MD 20904
- Federal Support Center Heliport, 5321 Riggs Road, Gaithersburg, MD 20882
- 5. Flying M Farms, 24701 Old Hundred Road, Comus, MD 20842
- IBM Corporation Heliport, 18100 Frederick Avenue, Gaithersburg, MD 20879
- Maryland State Police Heliport, 7915 Montrose Road, Rockville, MD 20854
- Montgomery County Airpark, 7940 Airpark Road, Gaithersburg, MD 20879
- Shady Grove Adventist Hospital, 9901 Medical Center Drive, Rockville, MD 20850
- Suburban Hospital, 8600 Old Georgetown Road, Bethesda, MD 20814
- Washington Adventist Hospital, 7600 Carroll Avenue, Takoma Park, MD 20912
- **12.** Holy Cross Hospital, 1500 Forest Glen Road, Silver Spring, MD, 20910
- Holy Cross Germantown, 19801 Observation Dr, Germantown, MD 20876

4803 Wellington

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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
- 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**

DocuSigned by:

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

### DISTRICT OF COLUMBIA

- 21. Bolling Air Force Base, 238 Brookley Avenue, SW, 20032
- 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
- Steuart Office Pad, Steuart Petroleum Co., 4640 40th Street, NW, 20016
- 32. Former Washington Post Building, 1150 15th Street, NW, 20017

### VIRGINIA

- 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. <u>ENERGY EFFICIENCY DISCLOSURE NOTICE</u>: 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.** <u>Information Disclosure</u>: 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. <u>Usage History</u>: 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 <u>OR</u> 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.

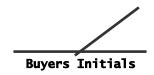
By signing below, Seller acknowledges he has carefully examined this form, and that the information is complete, accurate, and current to the best of his knowledge at the time of entering into a contract. Buyer agrees he has read this Addendum carefully and understands the information that has been disclosed.

Courtney W Layman	10/21/2020		
Selle 62E2DD3BC8F4B9	Date	Buyer	Date
Courtney W Layman			
Seller	 Date	Buver	Date

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### **Utility Cost and Usage History Form**

For use in Montgomery County, Maryland

4803 Wellington Dr Apt 3, Chevy Chase, MD 20815-6263 Address

Month	Year		Electric	Gas	Heating Oil
		Total Cost:			
		Total Usage:			
		Total Cost:			
		Total Usage:			
		Total Cost:			
		Total Usage:			
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		Total Usage:			
(	Signed by:				10/22/2020
Seller/Owner ()	diesterifsole	MAUA Owner) Courtney	W Layman		Date
Serier, O WHITE EOVE,	₹₽₽₽₽₽₽₽₽₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩	, , , , , , , , , , , , , , , , , , ,	· · · · · · · · · · · · · · · · · · ·		Duic
Seller/Owner (In	ndicate if sole of	owner)			Date

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GCAAR Form # 932 -Utility Bills 3/2011 Page 1 of 1

Fax: 3017748302

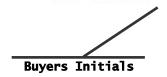
### REAL PROPERTY CONSOLIDATED TAX BILL

ANNUAL BILL TAX PERIOD 07/01/2020-06/30/2021 **FULL LEVY YEAR** LEVY YEAR 2020

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.

WHALEN COURTNEY E 4803 WELLINGTON DR #3 CHEVY CHASE, MD 20815



### NOT A PRINCIPAL RESIDENCE

	BILL DATE	
	10/21/2020	
	PROPERTY DESCRIP	TION
JN 3 &		
NELLIN	GTON CONDOMINIUM	

LOT	BLOCK	DISTRICT	SUB	TAX CLASS	BILL#	ACCOUNT #
	3	07	166	R038	40175798	01958244
MORTGAGE IN	FORMATION		PROPERTY ADDRESS		REFUSE AREA	REFUSE UNITS
CHEMICAL BANK SEE REVERSE		4803 WELLINGTON DR 3			R32L	1
TANDERSONIETION		ACCECCMENT	DAT	TAY/CHADCE	*PER \$100 OF	ASSESSMENT

ASSESSMENT RATE TAX/CHARGE TAX DESCRIPTION 280,000 .1120 313.60 STATE PROPERTY TAX 280,000 .9912 2.775.36 COUNTY PROPERTY TAX 20.7900 20.79 SOLID WASTE CHARGE 16.87 WATER QUAL PROTECT CHG (MFR) 3,126.62 TOTAL

CURRENT YEAR FULL CASH VALUE TAXABLE ASSESSMENT 280.000

3126.62 PRIOR PAYMENTS \*\*\*\* INTEREST

CONSTANT YIELD RATE INFORMATION

COUNTY RATE OF 0.6948 IS LESS THAN THE CONSTANT YIELD RATE OF 0.7080 BY 0.0132

Total Annual Amount Due:

0.00

### 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 07/01/2020 - 06/30/2021

BILL # 40175798

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

**FULL LEVY YEAR** 

Make Check Payable to: Montgomery County, MD

ACCOUNT#	LEVY YEAR
01958244	2020

7119	AMOUNT DUE
	0.00

DUE OCT 31 2020 PLEASE INDICATE AMOUNT BEING PAID AMOUNT PAID

WHALEN COURTNEY E 4803 WELLINGTON DR #3 CHEVY CHASE, MD 20815

Printed on: 10/21/2020 2:13:31 PM



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

ACCOUNT NUME	BER:	01958244	
PROPERTY:	OWNER NAME	WHALEN COURTNEY E	Buyers Initials
	ADDRESS	4803 WELLINGTON DR +3 CHEVY CHASE , MD 20815-6263	
	TAX CLASS	38	
	REFUSE INFO	Refuse Area: R	
		Refuse Unit:	

TAX INFORMATION:			
TAX DESCRIPTION	FY21 PHASE-IN VALUE <sub>1</sub>	FY20 RATE <sub>2</sub>	ESTIMATED FY21 TAX/CHARGE
STATE PROPERTY TAX	280,000	.1120	\$313.6
COUNTY PROPERTY TAX <sub>3</sub>	280,000	.9912	\$2,775.36
SOLID WASTE CHARGE <sub>4</sub>		20.7900	\$20.79
WATER QUAL PROTECT CHG (MFR) <sub>4</sub>			\$16.87
ESTIMATED TOTAL6			\$3,126.62



