



Regulations, Easements and Assessments (REA) Disclosure and Addendum

(Required for all Listing Agreements and Sales Contracts in Montgomery County)

The Contracts of Sale dated _____, Address 3005 S. Leisure World Blvd #816
 City Silver Spring, State MD Zip 20906 between
 Seller Jerrold Miller and
 Buyer _____

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

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

- Montgomery County Government, 101 Monroe Street, Rockville, MD, 20850.
Main Telephone Number: 311 or 240-777-0311 (TTY 240-251-4850). Web site: www.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
- City of Rockville, City Hall, 111 Maryland Ave, Rockville, MD 20850.
Main telephone number: 240-314-5000. Web site: 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:** Maryland law requires that ALL smoke alarms be less than 10 years from date of manufacture. Also, BATTERY-ONLY operated smoke alarms must be sealed units incorporating a silence/hush button and long-life batteries. Pursuant to Montgomery County Code, the Seller is required to have working smoke alarms. Requirements for the location of the alarms vary according to the year the Property was constructed. For a matrix of the requirements see: www.montgomerycountymd.gov/mcfrs-info/resources/files/laws/smokealarmmatrix_2013.pdf. In addition, Maryland law requires the following disclosure: This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will NOT provide an alarm. Therefore, the Buyer should obtain a dual-powered smoke detector or a battery-powered smoke detector.
- 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:** A radon test must be performed on or before the Settlement Date of a "Single Family Home" in accordance with Montgomery County Code Section 40-13C (see <https://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 and both Seller and Buyer MUST receive a copy of the radon test results. 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.

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Is Seller exempt from the Radon Test disclosure? ☐ Yes ☐ No. If yes, reason for exemption: _____

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 <http://permittingervices.montgomerycountymd.gov/DPS/general/Home.aspx>. For well and/or septic field locations, visit <http://permittingervices.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 may be filed on microfiche, and, if outside a subdivision, the name of the original owner may be required. An original owner's name can be found among the Land Records at the County Courthouse. Allow two weeks for the "as built" drawing.
- C. **Categories:** To confirm service area category, contact the Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division or visit waterworks@montgomerycountymd.gov.

A. Water: Is the Property connected to public water? ☒ Yes ☐ No.

If no, has it been approved for connection to public water? ☐ Yes ☐ No ☐ Do not know

If not connected, the source of potable water, if any, for the Property is: _____

B. Sewer: Is the Property connected to public sewer system? ☒ Yes ☐ No

If no, answer the following questions:

1. Has it been approved for connection to public sewer? ☐ Yes ☐ No ☐ Do not know

2. Has an individual sewage disposal system been constructed on Property? ☐ Yes ☐ No

Has one been approved for construction? ☐ Yes ☐ No

Has one been disapproved for construction? ☐ Yes ☐ No ☐ Do not know

If no, explain: _____

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

D. Recommendations and Pending Amendments (if known):

1. The applicable master plan contains the following recommendations regarding water and sewer service to the Property: _____

2. The status of any pending water and sewer comprehensive plan amendments or service area category changes that would apply to the Property: _____

E. Well and Individual Sewage System: When a Buyer of real property that is located in a subdivision on which an individual sewage disposal system has been or will be installed receives the copy of the recorded subdivision plat, the Buyer must confirm in writing by signing said Plat that the Buyer has received and reviewed the Plat, including any restrictions on the location of initial and reserve wells, individual sewage disposal systems, and the buildings to be served by any individual sewage disposal system.

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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. Does the Property contain an UNUSED underground storage tank? ☐ Yes ☒ No ☐ Unknown 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 charges 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.

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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, or call 301-495-4543.

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:
Existing water resources, or other environmental features directly relating to those water resources, are of high quality or are unusually sensitive;

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 and select "FAQ". Additional information relating to taxes and the assessment and appeal process can be located at www.dat.state.md.us/sdatweb/taxassess.html - this provides tax information from the State of Maryland.

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

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

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. FAQs regarding Development Districts can be viewed at <https://www2.montgomerycountymd.gov/estimatedtax/FAQ.aspx#3607>. Seller shall choose one of the following:

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☐ 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/.

OR

☐ The Property is located in an **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/.

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
- 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 or at www.plats.net. Buyers shall check **ONE** of the following:

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

OR

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

OR

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

Buyer's Initials

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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_land.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.shtml 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.shtml>, 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 §-12A has been adopted by the City of Rockville.
- B. City of Gaithersburg: Montgomery County Code -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 _____

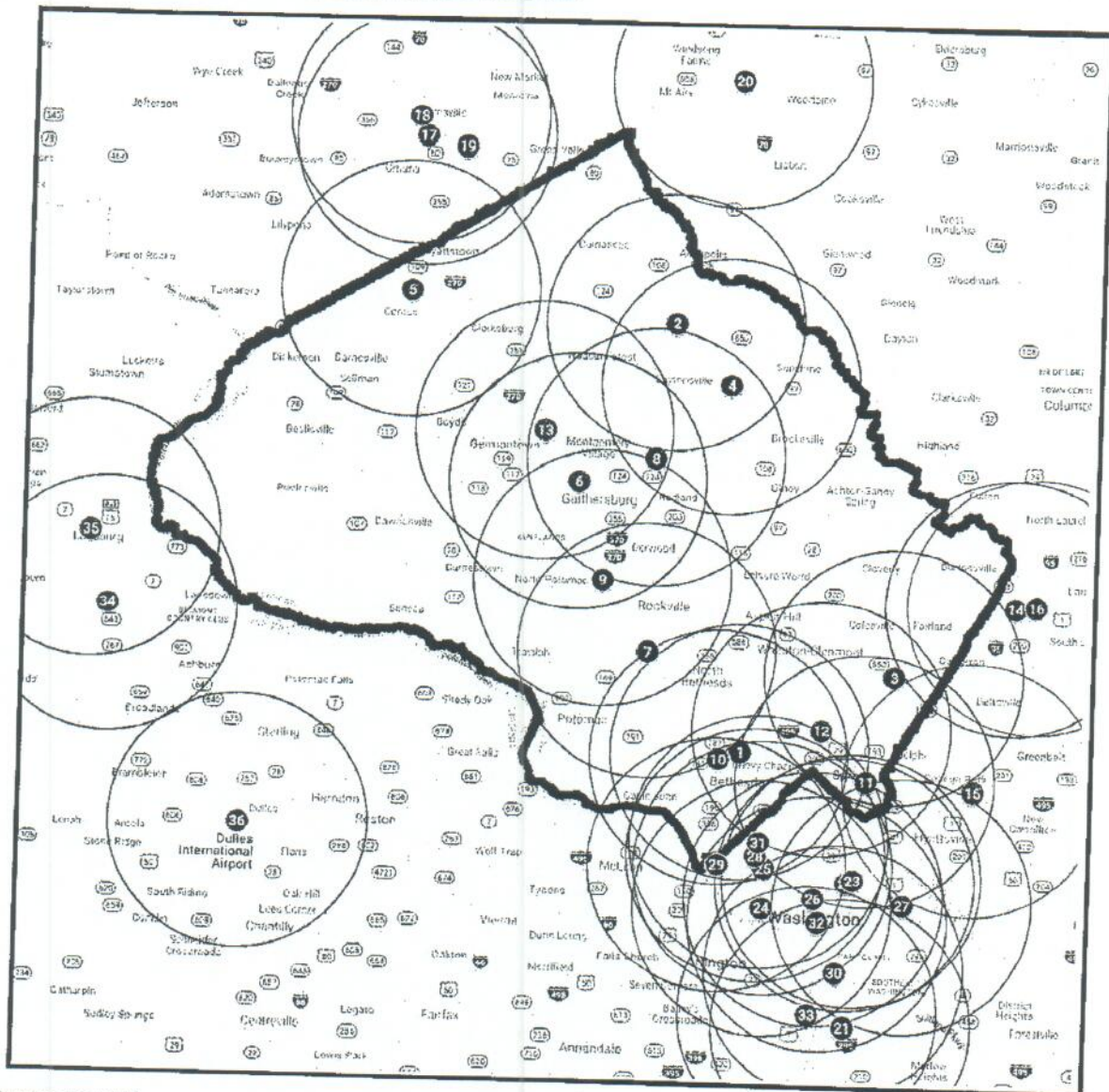
19. **MARYLAND FOREST CONSERVATION LAWS**

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).

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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



MONTGOMERY COUNTY

1. **Walter Reed National Medical Center Heliport**, 8901 Rockville Pike, Bethesda, MD 20889
2. **Davis Airport**, 7200 Hawkins Creamery Road, Laytonville, MD 20879
3. **Dow Jones & Company, Inc.**, 11501 Columbia Pike, Silver Spring, MD 20904
4. **Federal Support Center Heliport**, 5321 Riggs Road, Gaithersburg, MD 20882
5. **Flying M Farms**, 24701 Old Hundred Road, Comus, MD 20842
6. **IBM Corporation Heliport**, 18100 Frederick Avenue,
7. **Maryland State Police Heliport**, 7915 Montrose Road, Rockville, MD 20854
8. **Montgomery County Airpark**, 7940 Airpark Road, Gaithersburg, MD 20879
9. **Shady Grove Adventist Hospital**, 9901 Medical Center Drive, Rockville, MD 20850

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10. Suburban Hospital, 8600 Old Georgetown Road, Bethesda, MD 20814
11. Washington Adventist Hospital, 7600 Carroll Avenue, Takoma Park, MD 20912
12. Holy Cross Hospital, 1500 Forest Glen Road, Silver Spring, MD, 20910
13. Holy Cross Germantown, 19801 Observation Drive, Germantown, MD 20876

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, 9701 C. 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

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:
<https://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 the 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.

 5/11/20
 Seller Date

 Buyer Date

 Seller Date

 Buyer Date

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

For the sale of Property at: 3005 S. Leisure World Blvd #816 816
Silver Spring, MD 20906

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

- After Property (all portions) was constructed after January 1, 1978. (If initialed, complete section V only.) Year Constructed: 2000
 _____ Property (any portion) was constructed before January 1, 1978. (If initialed, complete all sections.)
 _____ Seller is unable to represent and warrant the age of the property. (If initialed, complete all sections.)

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

Lead Warning Statement

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

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

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

- a. Presence of lead-based paint and/or lead-based paint hazards (initial and complete (i) or (ii) below):
 (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

 (ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- b. Records and reports available to the Seller (initial and complete (i) or (ii) below):
 (i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below)

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

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

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

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

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

V. Certification of Accuracy

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

Seller [Signature] Date 4/28/20

Purchaser _____ Date _____

Seller _____ Date _____

Purchaser _____ Date _____

Agent [Signature] Date 4/28/20

Agent _____ Date _____



7/04



ADDENDUM Covid-19 Virus Planning



This ADDENDUM is intended to amend a certain Purchase Agreement, Binder or Contract dated 04/28/20
(the "Agreement") concerning real property located at;
3005 S. Leisure World Blvd #816 **Silver Spring, MD 20906**
between the undersigned parties.

The parties recognize that the COVID-19 virus (a/k/a coronavirus) may cause unanticipated delays in processing the financing application, government actions to quarantine or require "social distancing", their own availability should they take sick, and the availability of building inspectors, attorneys and land record offices. While the parties acknowledge that such delays, if any, may be unlikely, they believe it is prudent to make the following amendments to their Agreement:

1. Buyer(s) shall endeavor to require their inspectors and contractors who are provided access to the interior living areas of the Property in order to conduct tests, inspections and other due diligence to wash their hands or use hand sanitizing products prior to conducting such tests, inspections and other due diligence and to clean doorknobs, faucet handles, countertops and other areas they touch with cleaning products provided by Seller(s).
2. Buyer(s) shall endeavor to order title and municipal record searches as soon as due diligence and any negotiations concerning due diligence have been completed and pay the usual charges for those services.
3. Seller(s) shall notify Buyer(s) as soon as possible if any person residing in the Property tests positive for, is being treated for the COVID-19 virus or is under quarantine or "social distancing" as a result of exposure to COVID-19. In that event, Buyer(s) at Buyer(s) option may extend the date for completion of due diligence for a period not exceeding fourteen (14) days.
4. In the event that either Buyer or Seller cannot close on the date set forth in the Purchase Agreement due to a delay caused by an Act of God, government mandated quarantine or an illness to a party or a party's attorney or settlement agent due to or resulting from COVID-19, that party who cannot close shall promptly notify the other party. If such Notice is given, the Closing date shall be extended to a mutually agreeable date not longer than thirty (30) days from the original Closing date. ☒ Buyer **OR** ☐ Seller **OR** ☐ both parties, divided equally, shall be held responsible for the cost of any nonrefundable fee actually incurred by BUYER to extend, refresh or renew any mortgage commitment granted Buyer by Buyer's lender pursuant to the provisions of the Purchase Agreement that would expire during the thirty (30) day extension period.


Seller's signature

Buyer's signature

Jerrold Miller

Seller's name

Buyer's name

Seller's signature

Buyer's signature

Seller's name

Buyer's name

Date: 4/28/20

Date:



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

ADDENDUM dated 04/24/20 to the Contract of Sale between Buyer Jerrold Miller and Seller 3005 S. Leisure World Blvd #816 Silver Spring, MD 20906 for Property known as

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

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

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

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

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

OR

(B) A written disclaimer statement providing that:

- (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and

Buyer

Seller



LF110



- (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.

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.

Buyer's Signature _____ Date _____

Buyer's Signature _____ Date _____

Agent's Signature _____ Date _____

David Miller 4/28/20
Seller's Signature _____ Date _____

Seller's Signature _____ Date _____

Halley Smith 4/20/20
Agent's Signature _____ Date _____

Please indicate your actual knowledge with respect to the following:

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

Comments: _____

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

Comments: Building basement has been remediated for moisture and mold

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

Type of roof: _____ Age: _____

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

Comments: _____

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

Comments: _____

Any Defects (structural or otherwise)? ☐ Yes ☐ No ☐ Unknown

Comments: _____

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

Comments: Slight leak in tub faucet - major bedroom bath

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

Comments: _____

Is the system in operating condition? ☒ Yes ☐ No ☐ Unknown

Comments: _____

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

Comments: _____

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

Comments: _____

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

Comments: _____

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

Are the smoke detectors 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: _____

Fire Sprinkler System: ☐ Yes ☒ No ☐ Unknown ☐ Does Not Apply

Comments: _____

Are the systems in operating condition? ☒ Yes ☐ No ☐ Unknown

Comments: _____

11. Insulation:

In exterior walls? ☒ Yes ☐ No ☐ Unknown

In ceiling/attic? ☒ Yes ☐ No ☐ Unknown

In any other areas? ☐ Yes ☐ No ☐ Where: _____

Comments: _____

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain? ☐ Yes ☒ No ☐ Unknown

Comments: _____

Are gutters and downspouts in good repair? ☒ Yes ☐ No ☐ Unknown

Comments: _____

13. Wood-destroying insects: Any infestation and/or prior damage:
Comments: _____

☐ Yes ☒ No ☐ Unknown

Any treatments or repairs? ☐ Yes ☒ No ☐ Unknown

Any warranties? ☐ Yes ☒ No ☐ Unknown

Comments: _____

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

If yes, specify below.

☐ Yes ☒ No ☐ Unknown

Comments: _____

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

☐ Yes ☐ No ☒ Unknown

Comments: _____

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

If yes, specify below.

☐ Yes ☒ No ☐ Unknown

Comments: _____

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

☐ Yes ☐ No ☒ Does Not Apply ☐ Unknown

Comments: _____

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

☐ Yes ☐ No ☒ Unknown If yes, specify below.

Comments: _____

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

☒ Yes ☐ No ☐ Unknown If yes, specify below.

Comments: See condo rules

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

☒ Yes ☐ No ☐ Unknown

Comments: A/C vent in living room had condensation which leaked; additional vents installed

NOTE: Seller(s) may wish to disclose the condition of other buildings on the property on a separate Dry in master bath
RESIDENTIAL PROPERTY DISCLOSURE STATEMENT. tub/shower

The seller(s) acknowledge having carefully examined this statement, including any comments, and verify that 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) [Signature]

Date 5/1/20

Seller(s) _____

Date _____

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 representation and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned 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 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.

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 _____



Utility Cost and Usage History Form

For use in Montgomery County,
MD

Address 3005 S. Leisure World Blvd #816 Silver Spring, MD 20906

Month	Year		Electric	Gas	Heating Oil
Mar.	2026	Total Cost:	107	89	
		Total Usage:			
Apr.	2022	Total Cost:	109	94	
		Total Usage:			
May	2022	Total Cost:	120	103	
		Total Usage:			
Jun	2022	Total Cost:	97	90	
		Total Usage:			
Jul	2022	Total Cost:	109	35	
		Total Usage:			
Aug	2022	Total Cost:	180	11	
		Total Usage:			
Sep	2019	Total Cost:	265	11	
		Total Usage:			
Oct	2019	Total Cost:	289	11	
		Total Usage:			
Nov	2019	Total Cost:	274	11	
		Total Usage:			
Dec	2019	Total Cost:	195	11	
		Total Usage:			
Jan	2020	Total Cost:	193	15	
		Total Usage:			
Feb	2020	Total Cost:	101	83	
		Total Usage:			
Mar	2020	Total Cost:			
		Total Usage:			
Apr	2020	Total Cost:	113	64	
		Total Usage:			
May	2020	Total Cost:			
		Total Usage:			

Seller/Owner

(Indicate if sole owner)

Jerrold Miller
Jerrold Miller

Date 5/1/20

Seller/Owner

Date

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Inclusions/Exclusions Disclosure and/or Addendum

Required for use with GCAAR Listing Agreement & Sales Contract

PROPERTY ADDRESS: **3005 S. Leisure World Blvd #816** **Silver Spring MD 20906**

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, shutters, 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 shall be 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

LAUNDRY

- ☒ Washer
- ☒ Dryer

ELECTRONICS

- ☐ Alarm System
- ☐ Intercom
- ☐ Satellite Dishes

LIVING AREAS

- ☐ Fireplace Screen/Doors
- ☐ Gas Logs
- ☐ Ceiling Fans
- ☐ Window Fans
- ☒ Window Treatments

WATER/HVAC

- ☐ Water Softener/Conditioner
- ☐ Electronic Air Filter
- ☐ Furnace Humidifier
- ☐ Window AC Units

RECREATION

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

OTHER

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

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, pest control 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.

Jerold Miller 5/1/20
Seller Jerrold Miller Date Seller _____ Date _____

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

The Contract of Sale dated _____ between Seller **Jerrold Miller**,
and Buyer _____,
referenced above is hereby amended by the incorporation of this Addendum.

Seller (signed only after Buyer) _____ Date _____

Buyer _____ Date _____

Seller (signed only after Buyer) _____ Date _____

Buyer _____ Date _____

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208201983929132810000000000000000000



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

ACCOUNT NUMBER:		03285200	
PROPERTY:	OWNER NAME	MILLER JERROLD	
	ADDRESS	3005 LEISURE WORLD BLV +816 SILVER SPRING , MD 20906-8301	
	TAX CLASS	42	
	REFUSE INFO	Refuse Area: R Refuse Unit:	
TAX INFORMATION:			
TAX DESCRIPTION	FY20 PHASE-IN VALUE₁	FY19 RATE₂	ESTIMATED FY20 TAX/CHARGE
STATE PROPERTY TAX	293,333	.1120	\$328.53
COUNTY PROPERTY TAX ₃	293,333	.9907	\$2,906.05
SOLID WASTE CHARGE ₄		16.0600	\$16.06
WATER QUAL PROTECT CHG (MFR) ₄			\$26.48
WSSC FRONT FOOT BENEFIT CHG ₄			\$170.56
ESTIMATED TOTAL₆			\$3,447.68

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

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

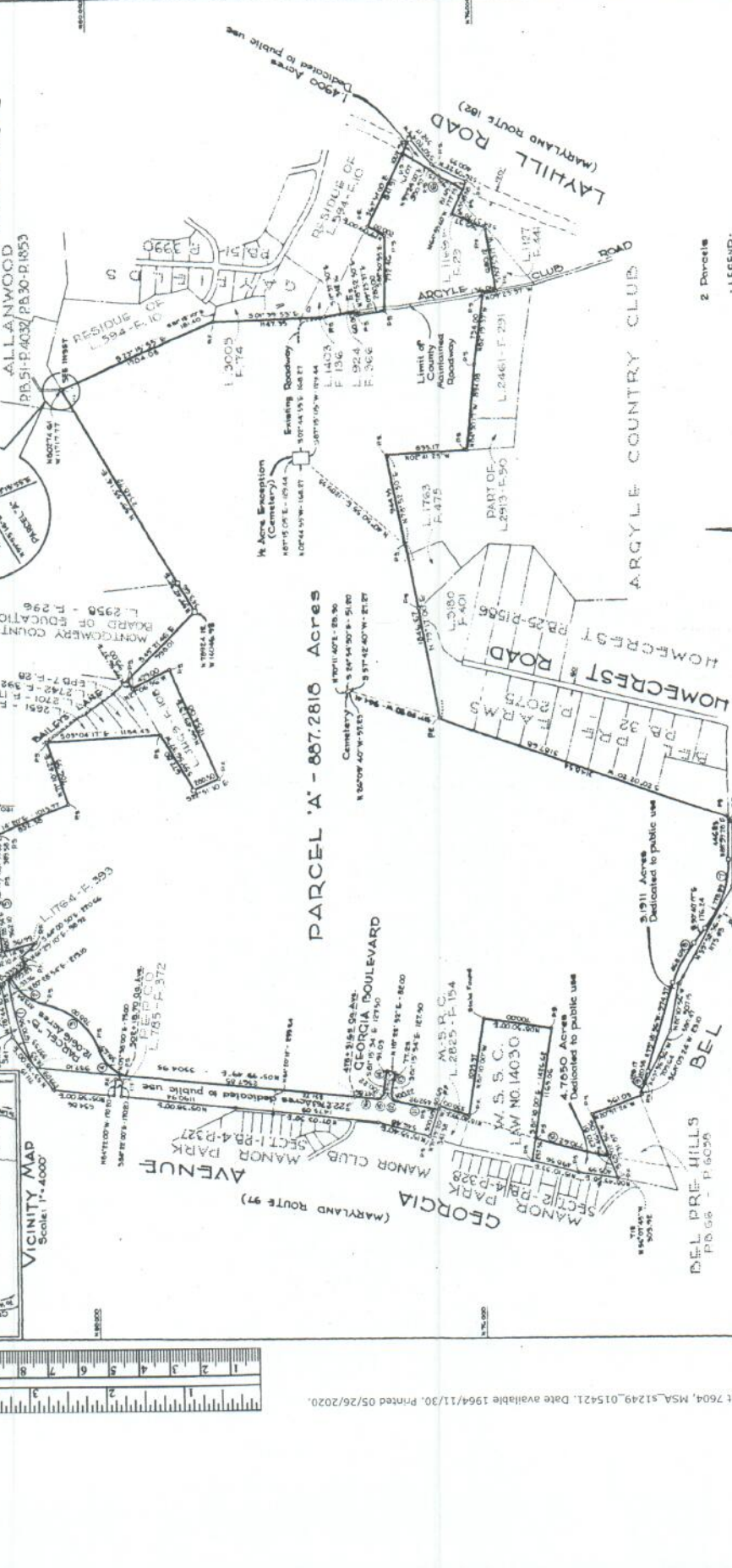
Maryland - National Capital Park and Planning Commission
Montgomery County Planning Board
APPROVED *November 27, 1964*
Theresa Delawack *John F. Wilborn*
Chairman Secretary-Treasurer
M. N. C. P. & P. C. Record File No. *196-19*

PLAT No 7604

ALLANWOOD
P.B. 51-P.4032/P.B. 30-P.1853

INSET
NOT TO SCALE

11



Owner's Dedication

By Deed, Gleason Corporation a California Corporation, to Mrs. Cora Lee Corcoran, President and Mrs. Van Dornrecht, Secretary, owners of the property shown and described herein, hereby accept this plan of subdivision, establish the minimum building restrictions herein provided, and agree to execute the same, and the same shall be deemed to have been classified as a Planned Development Community under Zoning Classification Application Number C-1319 by Council Resolution Number 51240 dated August 19, 1964.

These terms, covenants, conditions and restrictions shall be the basis of all future transfers of title or any interest in the property included in this plan of subdivision, except a certain deed of trust and all parties in interest thereto have heretofore affirmed their signatures and will continue their consent to this plan of subdivision.

OCTOBER 21, 1964

BOSSMOOR CORPORATION

Wheat: Maclean brookland by Richard W Cortese
 Mrs Ann Cortese, Secretary Rods W Cortese, President

We consent to this plan of subdivision:

Donald H. West
Witness

Donald H. West
Witness
J. H. Munster
Witness

Surveyor's Certificate

I hereby certify that the above shown present is correct, and that the same was lawfully conveyed by the State of California to the Rosemead Corporation, a California corporation, by deed dated October 4, 1960, and recorded among the Land Records of Monterey County, Maryland in Liber 3283 of Folio 544. That the total area included on this plat is 935.4978 acres, and that the area dedicated to public use is 36.1545 acres, 14.850 square feet less.

Witness my hand and the seal of said County on the 21st day of February, 1961.

John T. Wilson, County Clerk

John T. Wilson, County Clerk, is located at Monterey County Superior Court, Treasurer's Station No. 100, Monterey, California 93940.

Monterey County Auditor, Treasurer's Station No. 100, Monterey 75253 Cal. and West 1960-60 and bearing the authority of the line between Washington and San Luis County. Monterey Inverse Station No. 15,007 on lot 21-29.

200

17.1964 Thomas G. Oyster
Registered Land Surveyor, MD #1679

FILED
NOV 30 1964

Plat 1

Rossmoor
Leisure World

Election District 13, Montgomery County, Maryland
Scale: 1" = 800' October, 1964

Thomas C. Oyster & Associates, Inc.

Civil Engineers • Land Owners • Land Surveyors
2419 Reudie Drive • Wheaton, Maryland • 208-2011



STATE OF MARYLAND
REAL ESTATE COMMISSION

Consent for Dual Agency

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

When Dual Agency May Occur

The possibility of Dual Agency arises when:

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

Important Considerations Before Making a Decision About Dual Agency

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

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

Your Choices Concerning Dual Agency

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

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

Duties of a Dual Agent and Intra-Company Agent

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

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

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

How Dual Agents Are Paid

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

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

Consent for Dual Agency

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

Long & Foster Real Estate, Inc.

act as a Dual Agent for me as the

(Firm Name)

☒ Seller in the sale of the property at: **3005 S. Leisure World Blvd #816 Silver Spring, MD 20906**

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

Signature

Date

Signature

Date

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

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

Property Address **3005 S. Leisure World Blvd #816 Silver Spring MD 20906**

Signature

Date

Signature

Date

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

Name(s) of Buyer(s)

Signature

Date

Signature

Date



Montgomery County Jurisdictional Addendum to GCAAR Sales Contract (Required for Use with GCAAR Sales Contract)

The Contract of Sale dated _____ between _____, _____ (Buyer)
and _____ (Seller) for the purchase of the real property located at
Address _____ Unit # _____
City _____ State _____ Zip Code _____, Parking Space(s) # _____
Storage Unit # _____ with the legal description of Lot _____ Block/Square _____ Section _____
Subdivision/Project Name _____ Tax Account # _____
is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in
this Contract.

1. MASTER PLAN DISCLOSURES: A or B required; use A unless Property is in the City of Rockville corporate limits.

A. Montgomery County

Buyer has the right to examine, prior to signing this Contract, the applicable County Master Plan and any municipal land use plan for the area in which the Property is located and any adopted amendment to either plan, and approved official maps showing planned land uses, roads and highways, parks and other public facilities affecting the Property contained in the plan. By signing this Addendum, Buyer acknowledges the following:

- 1) Seller has offered Buyer the opportunity to review the applicable Master Plan and municipal land use plan and any adopted amendment;
- 2) Seller has informed Buyer that amendments affecting the plan may be pending before the Planning Board or the County Council or a municipal planning body;
- 3) Buyer has reviewed each plan and adopted amendment or does hereby waive the right to review each plan and adopted amendment; and
- 4) Buyer understands that to stay informed of future changes in County and municipal land use plans, Buyer should consult the Planning Board and the appropriate municipal planning body.

Buyer

Buyer

-OR-

B. City Of Rockville

Buyer acknowledges that Buyer has been afforded the opportunity to examine the Approved and Adopted Land Use Plan Map portion of the plan for the City of Rockville and all amendments to said Map (hereinafter referred to as the "Plan"). Buyer further acknowledges that Seller's real estate agent has provided said opportunity to examine the Plan by either producing and making available for examination a copy of the Plan or escorting Buyer to a place where the Plan is available for examination by Buyer. Buyer acknowledges that at no time did the agent explain to Buyer the intent or meaning of such Plan nor did Buyer rely on any representation made by the agent(s) pertaining to the applicable Plan. By signing below, Buyer acknowledges that he has been afforded an opportunity to review the Plan.

Buyer

Buyer

2. **PRIVATEWELL AND/OR SEPTIC:** The Property is on private well and/or septic. ☐ YES ☐ NO (If yes, GCAAR Addendum of Clauses-A must be attached and the private well and/or septic testing paragraph must be included.)

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3. TRANSFER AND RECORDATION TAXES: (Select either A or B):

- ☐ **A. Buyer is NOT a First-Time Maryland Homebuyer.** Section 14-104(b) of the Real Property Article of the Annotated Code of Maryland provides that, unless otherwise negotiated in the Contract or provided by state or local law, the cost of any recordation tax or any state or local transfer tax shall be shared equally between Buyer and Seller.
BUYER AND SELLER EXPRESSLY AGREE THAT THE COST OF STATE RECORDATION TAX, STATE TRANSFER TAX AND LOCAL (COUNTY) TRANSFER TAX SHALL BE PAID AS FOLLOWS:

- ☐ **B. Buyer is a First-Time Maryland Homebuyer.**

- 1) To qualify as a First-Time Maryland Homebuyer, each Buyer must sign a statement under oath stating that:
- (a) Buyer has never owned residential real property in Maryland that has been the individual's principal residence; AND
 - (b) The Property will be occupied as a principal residence; OR
 - (a) The Buyer is a Co-Maker or Guarantor of a mortgage or Deed of Trust to be secured by the Property AND the Co-Maker or Guarantor will NOT occupy the Property as a principal residence.
- 2) If Buyer is a First-Time Maryland Homebuyer, then:
- (a) Under Section 13-203(b) of the Tax Property Article Annotated Code of Maryland, the amount of State Transfer Tax due on the sale of the Property is reduced from .50% to .25% and shall be paid by the Seller; AND
 - (b) Under Section 14-104(c) of the Real Property Article, the entire amount of the recordation tax and the local (county) transfer tax shall be paid by Seller unless there is an express written agreement stating otherwise.
- BUYER AND SELLER EXPRESSLY AGREE THAT THE COST OF STATE RECORDATION TAX AND LOCAL (COUNTY) TRANSFER TAX SHALL BE PAID AS FOLLOWS:**
- _____. Buyer and Seller hereby expressly agree that payment of the recordation and local (county) transfer tax shall be shared equally between Buyer and Seller unless the space provided above in this subparagraph is completed specifying a different express agreement. (Note: In the event Buyer elects to pay all of state recordation tax and local county transfer tax, Seller must still pay the non-waived portion of the state transfer tax.)

4. MARYLAND LEAD POISONING PREVENTION PROGRAM: Under the Maryland Lead Poisoning Prevention Program, any residential dwelling constructed prior to 1978 that is leased for residential purposes 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/Lead>. If the Property was built prior to 1978 and is now or has been a rental property or may become a rental property in the future, a separate Maryland Lead-Based Paint Disclosure form should be completed.

5. MARYLAND NON-RESIDENT SELLER: Except as otherwise provided by Maryland law, if the Property is not the Seller's principal residence, and the Seller is a nonresident individual of the State of Maryland or is a non-resident entity which is not formed under the laws of the State of Maryland or qualified to do business in the State of Maryland, a portion of Seller's proceeds may be withheld at Settlement and paid to the State of Maryland towards a potential capital gains tax liability. For more information see www.marylandtaxes.com.

6. PROTECTION OF HOMEOWNERS IN FORECLOSURE ACT NOTICE: Buyer and Seller acknowledge that, under Section 7-310 and 7-313 of the Real Property Article of the Annotated Code of Maryland, if the Property is occupied by Seller (or Seller's spouse under a use and possession order) and any mortgage on the property is 60 days or more in default when this Contract is executed, Seller has the right to rescind this Contract within 5 days of the latter of (a) Contract execution; or (b) the date all parties sign GCAAR Form "Statement About Tenancy" if the Contract includes a provision allowing Seller to occupy the Property after Settlement. Any provision in this Contract or other agreement that attempts or purports to waive any of Seller's rights under Section 7-310 is void. **Seller hereby warrants that as of the Date of Ratification no mortgage on the Property is 60 days or more in default. Seller shall immediately give Buyer Notice if such a default occurs.**

7. PROPERTY TAX NOTICE 60 DAY APPEAL: If any real property is transferred to a new owner after January 1 and before the beginning of the next taxable year, the new owner may submit a written appeal as to a value or classification on or before 60 days after the date of the transfer (Settlement Date).

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8. **NOTICES TO BUYER:**

A. Buyer has the right to select Buyer's own title insurance company, title lawyer, settlement company, escrow company, mortgage lender or financial institution as defined in Section 17-607 Business Occupations and Professions Article, Annotated Code of Maryland. Buyer acknowledges that Seller may not be prohibited from offering owner financing as a condition of settlement.

B. Buyer has the right to receive a Disclosure and Disclaimer Statement from Seller unless Seller is exempt (Section 10-702 Real Property Article, Annotated Code of Maryland).

C. Buyer is advised that if all or a portion of the Property being purchased is wetlands, the approval of the U.S. Army Corps of Engineers will be necessary before a building permit can be issued for the Property. Additionally, the future use of existing dwellings may be restricted due to wetlands. The Corps has adopted a broad definition of wetlands, which encompasses a large portion of the Chesapeake Bay Region. Other portions of the State may also be considered wetlands. For information as to whether the Property includes wetlands, Buyer may contact the Baltimore District of the U.S. Army Corps of Engineers. Buyer may also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of wetlands prior to submitting a written offer to purchase the Property, or Buyer may include in Buyer's written offer, subject to Seller's acceptance, a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection.

D. Buyer is protected by the real estate Guaranty Fund of the Maryland Real Estate Commission for losses covered by Section 17-404 of the Business Occupations and Professions Article of the Annotated Code of Maryland in an amount not exceeding \$50,000 for any claim.

E. Notice to Buyer concerning the Chesapeake and Atlantic Coastal Bays Critical Area: Buyer is advised that all or a portion of the property may be located in the "critical area" of the Chesapeake and Atlantic Coastal Bays, and that additional zoning, land use, and resource protection regulations apply in this area. The "critical area" generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of State or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries. The "critical area" also includes the waters of and lands under the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries to the head of tide. For information as to whether the Property is located within the critical area, Buyer may contact the local department of planning and zoning, which maintains maps showing the extent of the critical area in the jurisdiction. Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington counties do not include land located in the critical area.

9. RELEASE OF DEPOSIT: In accordance with the Deposit paragraph of this Contract, the Deposit and accrued interest, if any, shall be given or returned by Escrow Agent to Buyer, Seller and/or Broker only when a "Release of Deposit Agreement" ("Release") has been ratified by Buyer and Seller; as directed by a court order; or pursuant to Section 17-505(b), Business Occupations and Professions Article, Annotated Code of Maryland. If either Buyer or Seller refuses to execute a Release when requested to do so in writing and a court finds that that party should have executed same, that party shall be required to pay, in addition to any damages, all expenses, including reasonable Legal Expenses, incurred by the adverse party in the litigation.

10. DEPOSIT: Buyer hereby authorizes and directs Escrow Agent as specified in this Contract to hold the Deposit until the parties have executed and accepted this Contract. Upon acceptance, the initial deposit and additional deposit, if any, shall be placed in escrow as provided below and in accordance with the requirements of Section 17-502(b)(1), Business Occupations and Professions Article, Annotated Code of Maryland. If Seller does not execute and accept this Contract, the initial deposit instrument shall be promptly returned to Buyer. Escrow Agent may charge a fee for establishing an interest-bearing account. Buyer and Seller instruct Escrow Agent to place all deposit monies in: **(Check One)**

☐ a non interest-bearing account OR ☐ an interest-bearing account, the interest on which, in absence of Default by Buyer, shall accrue to the benefit of Buyer.

Seller _____ Date _____

Buyer _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____

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Homeowners Association (HOA) Seller Disclosure/Resale Addendum for Maryland
*(Required for the Listing Agreement and required for either the
 GCAAR Contract or the Maryland REALTORS® Contract)*

Address 3005 S. Leisure World Blvd
 City Silver Spring, State MD Zip 20906 Lot: _____
 Block/Square: _____ Unit: 816 Section: _____ Tax ID # _____
 Parking Space(s) # 5 Storage Unit(s) # 69 Subdivision/Project: _____

PART I - SELLER DISCLOSURE:

1. SELLER'S ACKNOWLEDGMENT: ALL INFORMATION HEREIN WAS COMPLETED BY THE SELLER.

The information contained in this Disclosure issued pursuant to Section 11B-106(b) of the Maryland Homeowners Association Association Act is based on the Seller's actual knowledge and belief and is current as of the date hereof.

2. NAME OF HOMEOWNERS ASSOCIATION: The Lot, which is the subject of this Contract, is located within a Development and is subject to the Leisure World of Maryland Corporation Homeowners Association.

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

- A. **HOA Fee:** Potential Buyers are hereby advised that the present HOA fee for the subject unit and parking space or storage unit, if applicable, is \$ 0 per _____
- B. **Special Assessments:** ☒ No ☐ Yes (If yes, complete 1-4 below.)
- 1) Reason for Assessment: _____
- 2) Payment Schedule: \$ _____ per _____
- 3) Number of payments remaining _____ as of _____ (Date)
- 4) **Total Special Assessment balance remaining:** \$ _____
- C. **Delinquency:** Are there any delinquent Fees and/or Special Assessments? ☒ No ☐ Yes
- D. **Fee Includes:** The following are included in the HOA Fee:
- ☐ None ☐ Trash ☐ Lawn Care ☐ Other _____

4. FEES DURING PRIOR FISCAL YEAR: The total amount of fees, assessments and other charges imposed by the HOA upon the Lot during the prior fiscal year of the HOA is as follows:

Fees: \$ _____
 Assessments: \$ _____
 Other Charges: \$ _____
 Total: \$ 0

5. PARKING AND STORAGE: Parking Space(s) and Storage Unit(s) may be designated by the Association Documents as: 1) General Common Elements for general use (possibly subject to a lease or license agreement), 2) Limited Common Elements designed for the exclusive use of a particular Unit, or 3) Conveyed by Deed. The following Parking and/or Storage Units convey with this property:

☒ Parking Space #(s) 5 ☐ is ☒ is not separately taxed. If separately taxed:
 Lot _____ Block _____ and Tax ID # _____, Lot _____ Block _____ and Tax ID # _____

☒ Storage Units #(s) 69 ☐ is ☒ is not separately taxed. If separately taxed:
 Lot _____ Block _____ and Tax ID # _____, Lot _____ Block _____ and Tax ID # _____

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

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Name: Adrian Maryan Phone: 301-598-1381
Address: 3701 Rossman Blvd Silver Spring, MD 20906

[OR] No agent or officer is presently authorized by the HOA to provide to the public information regarding the HOA and the Development. If none, please initial here 1

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

None

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

None

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

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

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

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

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

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

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

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

(3) THE NAME, ADDRESS, AND TELEPHONE NUMBER OF THE MANAGEMENT AGENT OF THE HOMEOWNERS ASSOCIATION, OR OTHER OFFICER OR AGENT AUTHORIZED BY THE HOMEOWNERS ASSOCIATION TO PROVIDE TO MEMBERS OF THE PUBLIC, INFORMATION REGARDING THE HOMEOWNERS ASSOCIATION AND THE DEVELOPMENT, OR A STATEMENT THAT NO AGENT OR OFFICER IS PRESENTLY SO AUTHORIZED BY THE HOMEOWNERS ASSOCIATION;

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

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- (I) THE EXISTENCE OF ANY UNSATISFIED JUDGMENTS OR PENDING LAWSUITS AGAINST THE HOMEOWNERS ASSOCIATION; AND
- (II) ANY PENDING CLAIMS, COVENANT VIOLATIONS, ACTIONS, OR NOTICES OF DEFAULT AGAINST THE LOT; AND
- (5) A COPY OF:
- (I) THE ARTICLES OF INCORPORATION, THE DECLARATION, AND ALL RECORDED COVENANTS AND RESTRICTIONS OF THE PRIMARY DEVELOPMENT, AND OF OTHER RELATED DEVELOPMENTS TO THE EXTENT REASONABLY AVAILABLE, TO WHICH THE PURCHASER SHALL BECOME OBLIGATED ON BECOMING AN OWNER OF THE LOT, INCLUDING A STATEMENT THAT THESE OBLIGATIONS ARE ENFORCEABLE AGAINST AN OWNER'S TENANTS, IF APPLICABLE; AND
- (II) THE BYLAWS AND RULES OF THE PRIMARY DEVELOPMENT, AND OF OTHER RELATED DEVELOPMENTS TO THE EXTENT REASONABLY AVAILABLE, TO WHICH THE PURCHASER SHALL BECOME OBLIGATED ON BECOMING AN OWNER OF THE LOT, INCLUDING A STATEMENT THAT THESE OBLIGATIONS ARE ENFORCEABLE AGAINST AN OWNER AND THE OWNER'S TENANTS, IF APPLICABLE.

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

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

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

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

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

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

 5/25/20
Seller Date

Seller Date

The Contract of Sale dated _____, between Seller _____ 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.

- Leland Miller 5/28/20
Seller Date

Buyer _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____



Condominium Seller Disclosure/Resale Addendum for Maryland
*(Required for the Listing Agreement and for either the GCAAR Contract
 or the Maryland REALTORS® Contract)*

Address 3005 S. Leisure World Blvd #816
 City Silver Spring, State MD Zip 20906
 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. **HOA Fee:** Potential Buyers are hereby advised that the present condominium fee for the subject unit and parking space or storage unit, if applicable, is \$ 1027 per month
 - B. **Special Assessments:** ☒ No ☐ Yes (If yes, complete 1-4 below.)
 - 1) Reason for Assessment: _____
 - 2) Payment Schedule: \$ _____ per _____
 - 3) Number of payments remaining _____ as of _____ (Date)
 - 4) **Total Special Assessment balance remaining:** \$ _____
 - C. **Fee Includes:** The following are included in the Condominium Fee:
☐ None ☒ Water ☒ Sewer ☐ Heat ☐ Electricity ☐ Gas ☐ Other Catv ; internet
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 Unit, or
 - 3) Conveyed by Deed. The following Parking and /or Storage Units convey with this property:

<input type="checkbox"/> Parking Space #(s) _____	<input type="checkbox"/> is <input checked="" type="checkbox"/> is not separately taxed. If separately taxed,
Lot _____ Block _____ and Tax ID # _____	, Lot _____ Block _____ and Tax ID # _____
<input type="checkbox"/> Storage Units #(s) _____	<input type="checkbox"/> is <input checked="" type="checkbox"/> 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: _____ Phone: _____
 Address: _____
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: _____
 - 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: _____
 - C. I/We have no knowledge that the unit is subject to an extended lease under Section 11-137 of the Maryland Condominium Act or under local law except as follows: _____ (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.)

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- 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.**

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 THE MARYLAND CONDOMINIUM ACT. THIS INFORMATION MUST INCLUDE AT LEAST THE FOLLOWING:

- (1) A COPY OF THE DECLARATION (OTHER THAN THE
- (2) A COPY OF THE BY-
- (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 OF 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.

Jerold Miller 5/1/20
Seller Date

Seller Date

PART II - RESALE ADDENDUM

The Contract of Sale dated _____ between Seller
Jerold Miller 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 Jerrold Miller Date _____

Buyer _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____



FINANCIAL INFORMATION SHEET

(to be completed and signed by purchaser)

THIS INFORMATION IS PRESENTED WITH THE UNDERSTANDING THAT IT MAY BE USED AS A BASIS FOR THE ACCEPTANCE OF A CONTRACT BY THE SELLER. THE UNDERSIGNED HEREBY AUTHORIZES THE AGENT TO DISCLOSE TO THE SELLER, SELLER'S AGENT, DUAL AGENTS, INTRA-COMPANY AGENTS, COOPERATING AGENTS AND ANY LENDER ALL OR ANY PORTION OF THE INFORMATION CONTAINED IN THIS FINANCIAL INFORMATION SHEET. ANY MISREPRESENTATIONS, FRAUDULENT ENTRIES AND/OR OMISSIONS ON THIS FORM MAY BE USED AS A BASIS FOR LEGAL ACTION.

How did you happen to contact Long & Foster Realtors?

Referred: ☐ By Whom _____ Called on ad: ☐ Which paper ☐ Post ☐ Sun ☐ Other ☐ Saw Sign on Property ☐

Other -- please explain briefly: _____

PURCHASER I:

Name: _____

Address: _____

Phone: _____

☐ Own ☐ Rent; Lease Expires _____

Employed by: _____

Address: _____

Occupation: _____

Salary: (Gross) \$ _____ No. of years _____

Overtime _____ Phone: _____

If Self-Employed -- Gross Income _____

Year to Date Net Income _____

PREVIOUS EMPLOYMENT, if on present job less than two years:

Employed by: _____

Address: _____

Occupation: _____

Salary: (Gross) \$ _____ No. of years _____

Reason for leaving: _____

PURCHASER II:

Name: _____

Address: _____

Phone: _____

Employed by: _____

Address: _____

Occupation: _____

Salary: (Gross) \$ _____ No. of years _____

Phone: _____

EXTRA EMPLOYMENT OF PURCHASER I OR PURCHASER II, if applicable:

Employed by: _____

Address: _____

Occupation: _____

Salary: (Gross) \$ _____ No. of years _____

Phone: _____

Other extra income: (if applicable):

Reserve Unit: \$ _____ Disability: \$ _____

Investments: _____ Remarks: _____

Rental Income: _____

Other: _____



LF022
2/07



ASSETS:	Type of Account	
Bank accounts: (Name) (Savings/Checking)		Balance on Deposit
_____		\$ _____
_____		\$ _____
_____		\$ _____
_____		\$ _____
U.S. Savings Bonds:		\$ _____
Stocks or other Bonds: (Current Value)		\$ _____
Life Insurance: (Face Value)		\$ _____
Cash surrender value of insurance		\$ _____
Property owned:		Current Value
Address: _____		
Equity: \$ _____		\$ _____
Address: _____		
Equity: \$ _____		\$ _____
Address: _____		
Equity: \$ _____		\$ _____
Household furnishings: (current value)		\$ _____
Automobile: Yr. _____ Make _____		\$ _____
Yr. _____ Make _____		\$ _____
Other assets: _____		\$ _____
Unusual remarks:		

LIABILITIES	TOTAL	Monthly Payment
Automobile:	\$ _____	\$ _____
	\$ _____	\$ _____
Property:	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____

Payments made to: _____

Other: (Installment accounts, etc.)	Balance Due	Monthly Payment
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

Support payments (Alimony, parents) \$ _____

Rent Payments \$ _____

Has purchaser declared bankruptcy in past 5 years? Yes ☐ No ☐

What is source of money needed for down payment and settlement charges (bank accounts, bonds, insurance, etc.) _____

Are there any outstanding judgements, lawsuits or tax liens current: ☐ Yes ☐ No
Amount \$ _____ If yes, use reverse side for details.

Are you aware of any factors or conditions that could adversely affect your ability to obtain a mortgage loan? ☐ Yes ☐ No If yes, use reverse side for details.

The foregoing information is true and accurate to the best of my knowledge and belief. Purchaser expressly permits the revelation of the above information to the Seller and Seller's agent only for the purpose of establishing Purchaser's reported ability to consummate this transaction.

I/We acknowledge that I/we have read and understood pages 1 and 2 of this form.

SIGNED: _____ SIGNED: _____

DATE: _____ DATE: _____



LF022
10/05



ESCROW AGREEMENT BETWEEN BUYER, SELLER, AND ESCROW AGENT
(THIS ESCROW AGREEMENT IS NOT PART OF THE CONTRACT OF SALE)

Contract of Sale between Buyer _____
and Seller _____
for Property known as _____,

1. **BUYER'S SELECTION OF ESCROW AGENT:** Buyer selects _____ ("Escrow Agent") for the transaction. Escrow Agent is not a party to the Contract of Sale. Buyer and Seller agree that Escrow Agent assumes no duty or liability for the performance, non-performance or otherwise of Buyer's or Seller's obligations under the Contract of Sale.
2. **DEPOSIT DEFINED:** "Deposit" as used herein means deposit, an additional deposit, or a down payment made by a Buyer that the Buyer entrusts to an Escrow Agent to hold for: the benefit of the owner or beneficial owner of the trust money; and a purpose that relates to the purchase or sale of residential real estate in the State of Maryland
3. **RECEIPT OF DEPOSIT:** Escrow Agent acknowledges receipt of the Deposit in the amount of _____ Dollars (\$) _____ on Date of Deposit Receipt as stated below. Escrow Agent acknowledges receipt of Additional Deposit (if applicable) in the amount of _____ Dollars (\$) _____ on the Date of Deposit Receipt for Additional Deposit as stated below.
4. **HANDLING OF DEPOSIT:** Escrow Agent shall, within seven (7) business days of Date of Deposit Receipt, place the Deposit in Escrow Agent's Trust Account. Escrow Agent may not use the Deposit for any purpose other than that for which it is entrusted to Escrow Agent. Neither Buyer nor Seller shall receive interest on the Deposit. Escrow Agent may pool and commingle other trust funds with the Deposit as allowed by law.
5. **NOTIFICATION OF INSUFFICIENT FUNDS:** If the Deposit check is returned for insufficient funds or wire is dishonored, Escrow Agent shall notify Buyer and Seller, and their agents, in writing within five (5) business days from receipt of notice from the financial institution where the Deposit was placed.
6. **MAINTENANCE AND DISPOSITION OF DEPOSIT:** Escrow Agent agrees to maintain the Deposit in Escrow Agent's Trust Account until:
 - A. **SETTLEMENT:** The real estate transaction settles in which case the Deposit shall be applied to the Purchase Price at settlement. If Escrow Agent is not conducting settlement, Escrow Agent shall timely deliver Deposit to settlement agent;
 - B. **RELEASE OF DEPOSIT AGREEMENT:** Escrow Agent receives proper written instructions executed by both Buyer and Seller directing withdrawal or other disposition of the Deposit; **OR**
 - C. **INTERPLEADER:** Escrow Agent files an action for interpleader and delivers the Deposit to a court of competent jurisdiction in the State of Maryland.
7. **DISPUTES:**
 - A. **MEDIATION:** Buyer and Seller acknowledge that if the Contract of Sale obligates the parties to mediate deposit disputes, Buyer and Seller agree to abide by the terms of the mediation provision in the Contract of Sale. If during mediation, Buyer and Seller execute a written agreement concerning the Deposit, Escrow Agent agrees to accept and abide by its terms. If Buyer and Seller execute Maryland REALTORS® Release of Deposit Agreement, Escrow Agent agrees to accept and abide by its terms.
 - B. **HOLDING DISPUTED FUNDS:** Escrow Agent may, at its option, hold disputed funds until a Release of Deposit Agreement is executed by Buyer and Seller.
 - C. **ACTION FOR INTERPLEADER:** In the event of any litigation or dispute between Buyer and Seller concerning the release of the Deposit, Escrow Agent's sole responsibility may be met, at Escrow Agent's option, by paying the Deposit into the court in which such litigation is pending, or by paying the Deposit into a court of proper jurisdiction by an action for interpleader. Buyer and Seller agree that, upon Escrow Agent's payment of the Deposit into the court, neither Buyer nor Seller shall have any further right, claim, demand or action against Escrow Agent regarding the release of the Deposit; and Buyer and Seller, jointly and severally, shall indemnify and hold Escrow Agent harmless from any and all such rights, claims, demands or actions. In the event of such dispute and election by Escrow Agent to file an action for interpleader as herein provided, Buyer and Seller further agree and hereby expressly and irrevocably authorize Escrow Agent to deduct from the Deposit all costs incurred by Escrow

8. ATTORNEY'S FEES AND COSTS: In any action or proceeding between Buyer and Seller and/or between Buyer and Escrow Agent and/or Seller and Escrow Agent resulting in Escrow Agent being made a party to such action or proceeding, including, but not limited to, any litigation, arbitration, or complaint and claim before a Maryland regulatory board, whether as defendant, cross-defendant, third-party defendant or respondent, Buyer and Seller jointly and severally, agree to indemnify and hold Escrow Agent harmless from and against any and all liability, loss, cost, damages or expenses (including filing fees, court costs, service of process fees, transcript fees and attorneys' fees) incurred by Escrow Agent in such action or proceeding, provided that such action or proceeding does not result in a judgment against Escrow Agent. This Paragraph shall apply to any and all such action(s) or proceeding(s) against Escrow Agent including those action(s) or proceeding(s) based, in whole or in part, upon any alleged act(s) or omission(s) by Escrow Agent, including, but not limited to, any alleged act of misrepresentation, fraud, non-disclosure, negligence, violation of any statutory or common law duty, or breach of fiduciary duty by Escrow Agent. The provisions of this Paragraph shall survive settlement and shall not be deemed to have been extinguished by merger with the deed. The term Escrow Agent as used in this paragraph shall include any agent, subagent, salesperson, independent contractor and/or employees of Escrow Agent.

9. ENTIRE AGREEMENT: This Escrow Agreement constitutes the entire agreement among the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Escrow Agreement mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, and successors. Once signed, the terms of this Escrow Agreement can only be changed by a document executed by all parties. To the extent that the terms of this Escrow Agreement and the terms of the Contract of Sale are different, inconsistent or contradict each other, this Escrow Agreement shall control. This Escrow Agreement shall be interpreted and construed in accordance with the laws of the State of Maryland.

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