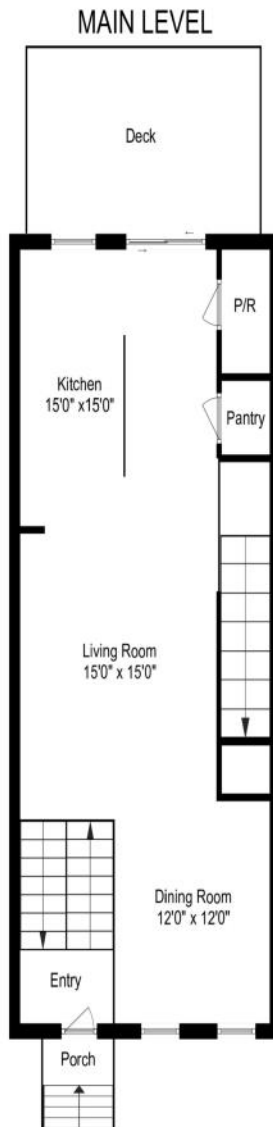


22544 Broadway Avenue
FLOOR PLAN: MAIN LEVEL



Floor plans are for representation purposes only.

Floor plans and measurements are approximate and no responsibility is taken for an error, omission or misstatement.

All information in this brochure is deemed reliable, but not guaranteed and subject to change without notice.

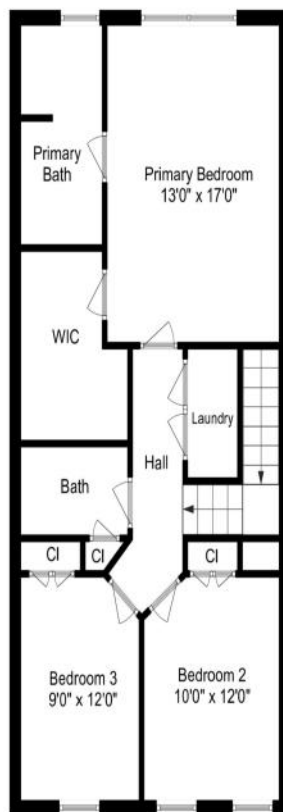
All Measurements Are Approximate.

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22544 Broadway Avenue
FLOOR PLAN: UPPER LEVEL



UPPER LEVEL



Floor plans are for representation purposes only.

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All information in this brochure is deemed reliable, but not guaranteed and subject to change without notice.

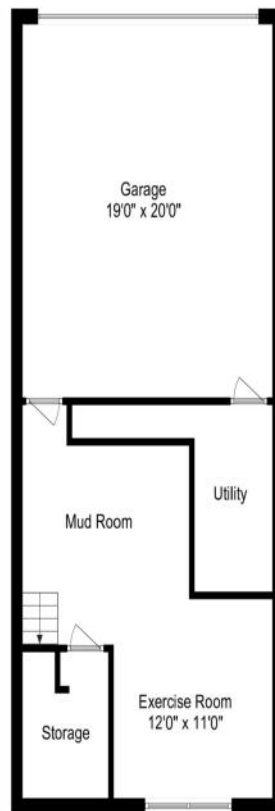
All Measurements Are Approximate.

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22544 Broadway Avenue
FLOOR PLAN: LOWER LEVEL



LOWER LEVEL



Floor plans are for representation purposes only.

Floor plans and measurements are approximate and no responsibility is taken for an error, omission or misstatement.

All information in this brochure is deemed reliable, but not guaranteed and subject to change without notice.

All Measurements Are Approximate.

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REAL PROPERTY CONSOLIDATED TAX BILL

ANNUAL BILL
TAX PERIOD 07/01/2022-06/30/2023
FULL LEVY YEAR
LEVY YEAR 2022

Department of Finance
Division of Treasury
27 Courthouse Square, Suite 200
Rockville, MD 20850

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

BURROWS SCOTT J
22544 BROADWAY AVE
CLARKSBURG, MD 20871

PRINCIPAL RESIDENCE

LOT	BLOCK	DISTRICT	SUB	TAX CLASS	BILL #	ACCOUNT #	
2	L	02	091	R042	42333766	03756695	
MORTGAGE INFORMATION					PROPERTY ADDRESS		
SUNTRUST MORTGAGE, INC. SEE REVERSE					22544 BROADWAY AVE		
					REFUSE AREA	REFUSE UNITS	
					R17	1	
*PER \$100 OF ASSESSMENT							
CURRENT YEAR FULL CASH VALUE TAXABLE ASSESSMENT							
427,433							
CONSTANT YIELD RATE INFORMATION							
COUNTY RATE OF 0.6940 IS LESS THAN THE CONSTANT YIELD RATE OF 0.7071 BY 0.0131							
TAX DESCRIPTION					ASSESSMENT	RATE	TAX/CHARGE
STATE PROPERTY TAX					427,433	.1120	478.72
COUNTY PROPERTY TAX					427,433	.9915	4,237.99
SOLID WASTE CHARGE						288.2000	288.20
WATER QUALITY PROTECT CHG (SF)							119.50
TOTAL							5,124.41
CREDIT DESCRIPTION					ASSESSMENT	RATE	AMOUNT
COUNTY PROPERTY TAX CREDIT							-692.00
TOTAL CREDITS							-692.00
PRIOR PAYMENTS ****							0
INTEREST							0
Total Annual Amount Due :						4,432.41	

YOU CAN VIEW AND PAY YOUR BILL ON THE INTERNET AT apps.montgomerycountymd.gov/realpropertytax

PLEASE RETAIN THE TOP PORTION FOR YOUR RECORDS



RETURN THIS PORTION WITH PAYMENT
REAL PROPERTY CONSOLIDATED TAX BILL
TAX PERIOD 07/01/2022 - 06/30/2023
FULL LEVY YEAR

BILL #
42333766

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

☐

Make Check Payable to:
Montgomery County, MD

ACCOUNT #	LEVY YEAR	AMOUNT DUE
03756695	2022	2,216.23

BURROWS SCOTT J
22544 BROADWAY AVE
CLARKSBURG, MD 20871

DUE SEP 30 2022
PLEASE INDICATE AMOUNT BEING PAID

AMOUNT PAID

20820222423337666000022162320000000000

Purchaser' Signature _____ Date _____

Purchaser' Signature _____ Date _____



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

* This property will be reassessed in early January next year,
so you must recalculate in early January next year (see footnote 6b).

ACCOUNT NUMBER: 03756695

PROPERTY:

OWNER NAME BURROWS SCOTT J

ADDRESS 22544 BROADWAY AVE
CLARKSBURG, MD 20871-

TAX CLASS 42

REFUSE INFO Refuse Area: R17
Refuse Unit: 1

TAX INFORMATION:

TAX DESCRIPTION	LY22 PHASE-IN VALUE ₁	LY22 RATE ₂	ESTIMATED FY22 TAX/CHARGE
STATE PROPERTY TAX	427,433	.1120	\$478.72
COUNTY PROPERTY TAX ₃	427,433	.9915	\$4,238
SOLID WASTE CHARGE ₄		288.2000	\$288.2
WATER QUALITY PROTECT CHG (SF ₄			\$119.5
ESTIMATED TOTAL₆			\$5,124.42

Purchaser' Signature _____ Date _____

Purchaser' Signature _____ Date _____

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.

Purchaser' Signature **Date**

Purchaser' Signature **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 _____ to the Contract of Sale
between Buyer _____
and Seller Scott J. Burrows for Property
known as 22544 Broadway Ave Clarksburg, MD 20871

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

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

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

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

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

OR

- (B) A written disclaimer statement providing that:

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



Buyer _____ / _____

Page 1 of 2 10/17

Seller STB / _____



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.

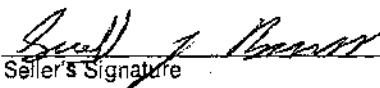
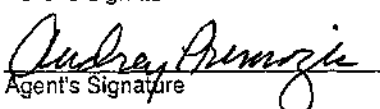
Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (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	 _____ Seller's Signature	<u>7/28/22</u> _____ Date
_____ Buyer's Signature	_____ Date	_____ Seller's Signature	_____ Date
_____ Agent's Signature	_____ Date	 _____ Agent's Signature	<u>7/28/22</u> _____ Date



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

PROPERTY ADDRESS: 22541 Broadway Ave. Clarksburg, MD 20871

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, central vacuum system (with all hoses and attachments); shutters, window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke, carbon monoxide, and heat detectors; TV antennas; exterior trees and shrubs; and awnings. Unless otherwise agreed to herein, all surface or wall mounted electronic components/devices **DO NOT CONVEY**. The items checked below convey. If more than one of an item conveys, the number of items is noted in the blank.

KITCHEN APPLIANCES

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

ELECTRONICS

- ☐ Security Cameras
- ☒ Alarm System
- ☐ Intercom
- ☐ Satellite Dishes
- ☒ Video Doorbell

RECREATION

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

LIVING AREAS

- ☐ Fireplace Screen/Door
- ☐ Gas Log
- ☒ 2 Ceiling Fans
- ☐ Window Fans
- ☒ All windows Window Treatments

OTHER

- ☐ Storage Shed
- ☒ Garage Door Opener
- ☒ Garage Door Remote/Fob
- ☐ Back-up Generator
- ☐ Radon Remediation System
- ☐ Solar Panels (must include Solar Panel Seller Disclosure/Resale Addendum)

LAUNDRY

- ☐ Washer
- ☐ Dryer

WATER/HVAC

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

THE FOLLOWING ITEMS WILL BE REMOVED AND NOT REPLACED: TV on wall in basement, misc wall art. Remove curtains and leave rods in master bedroom

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

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

Scott J. Burrows 7/26/22
Seller Date Seller Date

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

The Contract of Sale dated _____ between Seller _____ and Buyer _____ for the Property referenced above is hereby amended by the incorporation of this Addendum.

Seller (sign only after Buyer) Date Buyer Date

Seller (sign only after Buyer) Date Buyer Date

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GCAAR # 911 - Inclusions/Exclusions - MC & DC

Page 1 of 1

Phone: 301-548-1330

Fax: 301-977-0485

7/2020

Andrey Primozic

Produced with Lone Wolf Transactions (JLP Form Edition) 231 Shearson Ct, Cambridge, Ontario, Canada M1T 1J5 www.lwlf.com

Montgomery



MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 22544 Broadway Ave Clarksburg, MD 20871
 Legal Description: Lot 2 Block L Cabin Branch Subdivision

NOTICE TO SELLER AND PURCHASER

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

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

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

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

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

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

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

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 Previous editions of this Form should be destroyed.

How long have you owned the property? 5 years 5 months

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

Water Supply ☐ Public ☐ Well ☐ Other _____
Sewage Disposal ☐ Public ☐ Septic System approved for _____ (# bedrooms) Other Type _____

Garbage Disposal ☐ Yes ☐ No
Dishwasher ☐ Yes ☐ No
Heating ☐ Oil ☐ Natural Gas ☐ Electric ☐ Heat Pump Age _____ ☐ Other _____
Air Conditioning ☐ Oil ☐ Natural Gas ☐ Electric ☐ Heat Pump Age _____ ☐ Other _____
Hot Water ☐ Oil ☐ Natural Gas ☐ Electric Capacity _____ Age _____ ☐ Other _____

Please indicate your actual knowledge with respect to the following:

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

Comments: _____

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

Comments: _____

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

Type of Roof: _____ Age _____

Comments: _____

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

Comments: _____

4. Other Structural Systems, including exterior walls and floors:

Comments: _____

Any defects (structural or otherwise)? ☐ Yes ☒ No ☐ Unknown

Comments: _____

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

Comments: _____

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

Comments: _____

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

Comments: _____

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

Comments: _____

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

Comments: _____

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?

☐ Yes ☒ No ☐ Unknown

Comments: _____

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

Are the smoke alarms over 10 years old? ☐ Yes ☒ No

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

Comments: _____

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

When was the system last pumped? Date _____ ☐ Unknown

Comments: _____

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

Comments:

Home water treatment system: ☐ Yes ☐ No ☐ Unknown

Comments:

Fire sprinkler system: ☐ Yes ☒ No ☐ Unknown ☐ Does Not Apply

Comments:

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

Comments:

11. Insulation:

In exterior walls? ☒ Yes ☐ No ☐ Unknown

In ceiling/attic? ☒ Yes ☐ No ☐ Unknown

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

Comments:

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

☐ Yes ☒ No ☐ Unknown

Comments:

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

Comments:

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

Comments:

Any treatments or repairs? ☐ Yes ☐ No ☐ Unknown

Any warranties? ☒ Yes ☐ No ☐ Unknown

Comments: House comes with a 10 year termite warranty

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

☐ Yes ☒ No ☐ Unknown

If yes, specify below

Comments:

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

☒ Yes ☐ No ☐ Unknown

Comments: N/A

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

☐ Yes ☒ No ☐ Unknown

If yes, specify below

Comments:

16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office? ☐ Yes ☐ No ☒ Does Not Apply ☐ Unknown

Comments:

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

☐ Yes ☒ No ☐ Unknown If yes, specify below

Comments:

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

☒ Yes ☐ No ☐ Unknown If yes, specify below

Comments: HOA is part of the Cabin Branch community

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

☐ Yes ☒ No ☐ Unknown

Comments: _____

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

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

Seller(s) Bob / Brenda

Date 7/26/2022

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

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

Section 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.

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Does the seller(s) have actual knowledge of any latent defects? ☐ Yes ☒ No If yes, specify:

Seller *[Signature]*

Date 7/26/2022

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 _____



Regulations, Easements and Assessments (REA) Disclosure and Addendum

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

The Contract of Sale dated _____, Address 22544 Broadway Ave
 City Clarksburg, State MD Zip 20871 between
 Seller Scott J Burrows 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), 2425 Reedie Drive, 14th Floor, Wheaton, MD 20902. Main number: 301-495-4600. Web site: <http://montgomeryplanningboard.org>
- City of Rockville, City Hall, 111 Maryland Ave, Rockville, MD 20850. Main telephone number: 240-314-5000. Web site: www.rockvillemd.gov
- State Department of Assessments & Taxation (SDAT), 301 W Preston Street, Baltimore, MD, 21201. Main Telephone Number: 410-767-1184. Website: sdattax.maryland.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.

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

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Exemptions:

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

If not exempt above, a copy of the radon test result is attached ☐ Yes ☒ No. If no, Seller will provide the results of a radon test in accordance with Montgomery County Code Section 40-13C unless the Contract includes a radon contingency.

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

5. AVAILABILITY OF WATER AND SEWER SERVICE:

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

<p>A. Water: Is the Property connected to public water? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, has it been approved for connection to public water? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know If not connected, the source of potable water, if any, for the Property is: _____</p>	
<p>B. Sewer: Is the Property connected to public sewer system? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, answer the following questions: 1. Has it been approved for connection to public sewer? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know 2. Has an individual sewage disposal system been constructed on Property? <input type="checkbox"/> Yes <input type="checkbox"/> No Has one been approved for construction? <input type="checkbox"/> Yes <input type="checkbox"/> No Has one been disapproved for construction <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know If no, explain: _____</p>	
<p>C. Categories: The water and sewer service area category or categories that currently apply to the Property is/are (if known) <u>WSSC</u>. This category affects the availability of water and sewer service as follows (if known) _____</p>	
<p>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: _____</p>	
<p>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.</p>	

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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. If yes, explain when, where and how it was abandoned:

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

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

Are there any potential Front Foot Benefit Charges (FFBC) or deferred water and sewer 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 \$ 710 payable annually in December (month) until December 2047 (date) to SGW Investments II (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 montgomeryplanning.org/planning/environment/water-and-wetlands/special-protection-areas/ or montgomerycountymd.gov/water/streams/spa.html for explanations 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: MaryJo.Kishner@montgomeryplanning.org, or call 301-495-4701.

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

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

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

Buyer

Buyer

11. **PROPERTY TAXES:** Each property in Montgomery County, MD is assessed for annual real property taxes based on several different components. A copy of the tax bill will reflect which categories and components are applicable to this Property, including, whether the Property is located in a municipality, a special taxing district, a development district, a proposed development district, and/or whether this Property is subject to a special area tax or any WSSC front foot benefit charges. Definitions and explanations of each of these categories can be obtained at the Montgomery County Department of Finance website in the "Frequently Asked Questions" section located at <https://www.montgomerycountymd.gov/finance/taxes/faqs.html> and select "FAQ". Additional information relating to taxes and the assessment and appeal process can be located at <https://dat.maryland.gov/realproperty/Pages/Assessment-Appeal-Process.aspx> - 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 <https://apps.montgomerycountymd.gov/realpropertytax/>.
- 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:

- ☐ **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 a PROPOSED Development District:** Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. The estimated maximum special assessment or special tax is \$ _____ each year. A map reflecting Proposed Development Districts can be obtained at https://www2.montgomerycountymd.gov/estimatedtax/map/dev_districts.pdf.

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 <https://sd.dat.maryland.gov/RealProperty/Pages/default.aspx>.
- 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 disclosure requirements 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 SDAT and Montgomery County Zoning Layer (MC Atlas).

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

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

Buyer

Buyer

19. **MARYLAND FOREST CONSERVATION LAWS:**

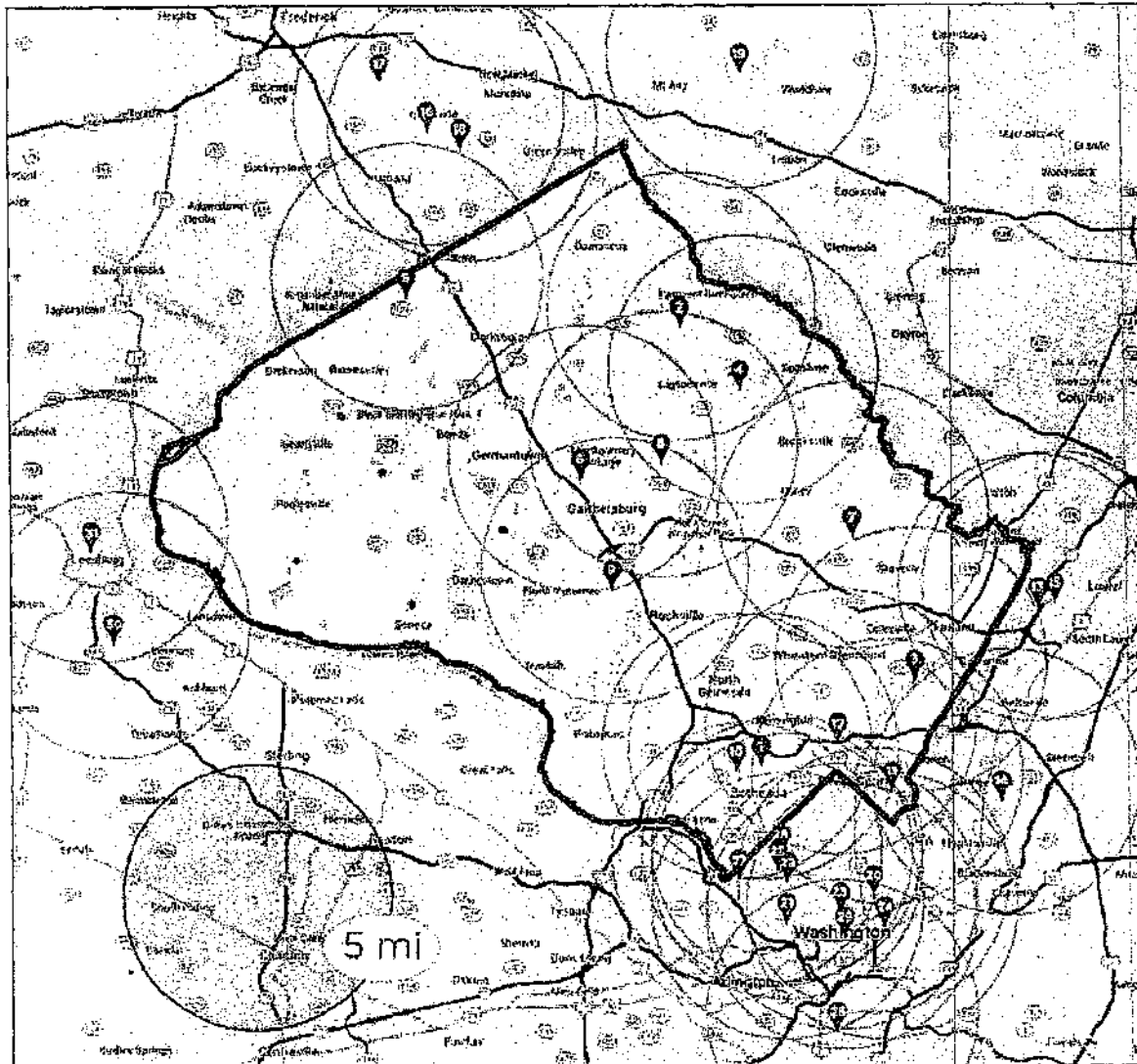
A. **Forest Conservation Law:** The Buyer is notified that the cutting, clearing, and grading of more than 5,000 square feet of forest or any champion tree on the Property is subject to the requirements of the Forest Conservation Law. The Buyer is required to comply with the Forest Conservation Law,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

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

20. **AIRPORTS AND HELIPORTS:** The following list of airports and heliports includes those in Montgomery County and the surrounding area that may be within a five-mile radius of the Property. This list was compiled from data provided by the Washington Airports District Office of the Federal Aviation Administration and was current as of 8/1/2018. Buyer should be aware of the fact that most properties in Montgomery County are within five (5) miles of an airport or heliport installation. Refer to the FAA website for a current list: http://www.faa.gov/airports/airport_safety/airportdata_5010.

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MONTGOMERY COUNTY

1. Walter Reed National Medical Center Heliport, 8901 Rockville Pike, Bethesda, MD 20889
2. Davis Airport, 7200 Hawkins Creamery Road, Laytonsville, MD 20879
3. Dow Jones & Company, Inc., 11501 Columbia Pike, Silver Spring, MD 20904
4. Federal Support Center Heliport, 5321 Riggs Road, Gaithersburg, MD 20882
5. Flying M Farms, 24701 Old Hundred Road, Coonass, MD 20842
6. IBM Corporation Heliport, 18100 Frederick Avenue, Gaithersburg, MD 20879
7. Maryland State Police Heliport, 7915 Montrose Road, Rockville, MD 20854
8. Montgomery County Airport, 7940 Airport 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 Dr, 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-Burhans Airport, 9401 Ball Road, Hamsville, MD 21754
18. Hamsville Airport, 9701C. Reichs Ford Road, Hamsville, MD 21754
19. Stet-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 Brockley Avenue, SW, 20032

22. Children's National Medical Center, 111 Michigan Avenue, NW, 20010
23. Washington Hospital Center, 110 Irving Street, NW, 20010
24. Georgetown University Hospital, 3800 Reservoir Road, NW, 20007
25. Metropolitan Police, Dist.2, 3320 Idaho Avenue, NW, 20007
26. Metropolitan Police, Dist.3, 1620 V Street, NW, 20007
27. Metropolitan Police, Dist.5, 1805 Bladensburg Road, NE, 20002
28. National Presbyterian Church, 4101 Nebraska Avenue, NW, 20016
29. Sibley Memorial Hospital, 5255 Loughboro Road, NW, 20016
30. Police Harbor Patrol Branch, Water St, SW, 20024
31. Stuart Office Pad, Stuart Petroleum Co., 4640 40th Street, NW, 20016
32. Former Washington Post Building, 1150 15th Street, NW, 20017

VIRGINIA

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

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

- A. **Information Disclosure:** Information about home energy efficiency improvements, including the benefit of conducting a home energy audit. Buyers should visit the following websites for this information:
<http://www.montgomerycountymd.gov/green/Resources/Files/energy/Home-Sales-Disclosure.pdf>
- B. **Usage History:** Has the home been owner-occupied for the immediate prior 12 months? ☐ Yes ☐ No If property has been owner-occupied for any part of the past 12 months, Seller must provide copies of electric, gas and home heating oil bills **OR** cost and usage history for the single-family home for that time. Sellers may use GCAAR Utility Cost and Usage History Form to disclose the utility costs and usage history.

22. **SCHOOL BOUNDARY NOTICE:** The Montgomery County Board of Education periodically reviews and amends school boundaries for each school within the Montgomery County Public Schools (MCPS) system. School boundaries designated for this Property are subject to change and Buyer is advised to verify current school assignments with MCPS.

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.

Scott J. Romano 7/26/2022
 Seller Date

 Buyer Date

 Seller Date

 Buyer Date

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GCAAR Form #900 – REA Disclosure

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10/2021



Homeowners Association Seller Disclosure/Resale Addendum for Maryland
(Recommended for the Listing Agreement and required for the GCAAR Contract)

Address 22544 Broadway Ave
City Clarksville State MD Zip 20871
Parking Space(s) # N/A Storage Unit(s) # N/A Subdivision/Project: Cabin Branch

PART I - SELLER DISCLOSURE:

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

2. **NAME OF HOMEOWNERS ASSOCIATION:** The Property, which is the subject of this Contract, is located within a Development and is subject to the Cabin Branch 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 fee for the subject Property and parking space(s) and/or storage unit(s), if applicable, is:

Regular Fee:	\$ <u>90.57</u>
Parking:	\$ _____
Storage:	\$ _____
Special Assessment:	\$ _____ (complete B below)
TOTAL:	\$ <u>90.57</u> per <u>month</u>

Fee Includes: The following are included in the HOA Fee:

☒ Trash ☒ Lawn Care ☒ Other Pool Access, snow removal (not on front walk)

B. **Special Assessment:** Potential Buyers are hereby advised that there ☐ is OR ☐ is not a special assessment either included in the HOA Fee or separately levied. If applicable, 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? ☐ YES ☐ NO

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

Fees:	\$ <u>1,086.84</u>
Special Assessments:	\$ _____
Other Charges:	\$ _____
Total:	\$ <u>1,086.84</u>

5. **PARKING AND STORAGE:** Parking Space(s) and Storage Unit(s) may be designated by the HOA instruments as: general common elements for general use (possibly subject to a lease or license agreement); limited common elements assigned for the exclusive use of a particular unit; or separately taxed and conveyed by Deed. The following Parking Space(s) and/or Storage Unit(s) convey with this Property:

☐ Parking Space #(s) _____ ☐ Is ☐ Is not separately taxed. If separately taxed: Tax ID #(s) _____

☐ Storage Unit #(s) _____ ☐ Is ☐ Is not separately taxed. If separately taxed: Tax ID #(s) _____

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

Name: Comsource Management Inc. Phone: 301-921-7355
Email Address: cabinbranchmna@comsource.com
Address: 3414 Morningwood Dr. Olney, MD 20832

(OR) No agent or officer is presently authorized by the HOA to provide to the public information regarding the HOA. If none, please initial here _____ / _____

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

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 HOA, except as noted:

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 Docs):**

THIS SALE IS SUBJECT TO THE REQUIREMENTS OF THE MARYLAND HOMEOWNERS ASSOCIATION ACT (THE "ACT"). THE ACT REQUIRES THAT THE SELLER DISCLOSE TO YOU [BUYER] 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 [BUYERS] 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;

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(4) A STATEMENT AS TO WHETHER THE OWNER HAS ACTUAL KNOWLEDGE OF:
(I) THE EXISTENCE OF ANY UNSATISFIED JUDGMENTS OR PENDING LAWSUITS AGAINST
THE HOMEOWNERS ASSOCIATION; AND
(II) ANY PENDING CLAIMS, COVENANT VIOLATIONS, ACTIONS, OR NOTICES OF DEFAULT
AGAINST THE LOT; AND

(5) A COPY OF:

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

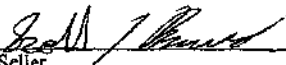
THE SELLER MUST ALSO PROVIDE YOU [BUYER] WITH NOTICE OF ANY CHANGES IN
MANDATORY FEES EXCEEDING 10% OF THE AMOUNT PREVIOUSLY STATED TO EXIST AND
COPIES OF ANY OTHER SUBSTANTIAL AND MATERIAL AMENDMENT TO THE INFORMATION
PROVIDED TO YOU [BUYER]. YOU [BUYERS] HAVE THREE (3) CALENDAR DAYS TO CANCEL THIS
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 [THEM].

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

BY PURCHASING A LOT WITHIN THIS DEVELOPMENT, YOU [BUYER] 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 [BUYERS] 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 [BUYERS] SHOULD REVIEW THE MHAA INFORMATION CAREFULLY TO ASCERTAIN YOUR
[THEIR] RIGHTS, RESPONSIBILITIES, AND OBLIGATIONS WITHIN THE DEVELOPMENT.

 7/25/2022
Seller Date

Seller Date

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PART II - RESALE ADDENDUM:

The Contract of Sale dated _____, between Seller Scott J. Burrus 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. **TITLE/DEED AND TITLE:** The Title or Deed and Title paragraph of the Contract is amended to include the agreement of the Buyer to take title subject to easements, covenants, conditions and restrictions of record contained in the HOA instruments, and the right of other owners in the common elements and the operation of the HOA.
2. **PAYMENT OF FEES AND ASSESSMENTS:** Buyer agrees to pay such HOA Fees and/or other Special Assessments as the HOA may from time to time assess against the Property and Parking Space(s) and/or Storage Unit(s), as applicable, for the payment of operating and maintenance or other proper charges. Seller agrees to pay any delinquent Fees and/or Special Assessments on or before Settlement Date. All violations of requirements noted by the HOA against Seller shall be complied with by Seller and the Property conveyed free thereof. Regarding any existing or levied but not yet collected Special Assessments, Seller agrees to pay, at the time of Settlement, any Special Assessments unless otherwise agreed herein:

Costs of obtaining any statements of account from the HOA and/or its related management company will be paid by Seller. Lender's HOA questionnaire fee and any transfer and/or set-up fees for the HOA and/or its related management company will be paid by Buyer.

3. **ASSUMPTION OF HOA OBLIGATIONS:** Buyer hereby agrees to assume each and every obligation of and to be bound by and comply with the covenants and conditions contained in the HOA instruments, including the rules and regulations and covenants and restrictions of the HOA, from and after the Settlement Date hereunder.
4. **RIGHT TO CANCEL:** Buyer shall have the right for a period of five (5) Days following Buyer's receipt of the HOA Instruments referred to in the HOA Docs paragraph to cancel this Contract by giving Notice thereof to Seller. In the event that such HOA Docs are delivered to Buyer on or prior to the ratification of this Contract by Buyer, such five (5) Day period shall commence upon the Date of Ratification. If the HOA Docs are not delivered to Buyer within the 20 Day time period referred to in the HOA Docs paragraph, Buyer shall have the option to cancel this Contract by giving Notice thereof to Seller prior to Buyer's receipt of such HOA Docs. Pursuant to the provisions of this paragraph, in no event may Buyer have the right to cancel this Contract after Settlement.

Seller (sign only after Buyer) _____ Date _____

Buyer _____ Date _____

Seller (sign only after Buyer) _____ Date _____

Buyer _____ Date _____

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Utility Cost and Usage History Form
For use in Montgomery County, Maryland

Address: 22541 Broadway Ave Clarksburg, MD 20871

Month	Year		Electric	Gas	Heating Oil
July	2021	Total Cost:	\$95.29	\$31.79	N/A
		Total Usage	782 kWh	13 CCF	
August	2021	Total Cost:	\$121.09	\$30.24	
		Total Usage	1,008 kWh	12 CCF	
September	2021	Total Cost:	\$80.45	\$40.00	
		Total Usage	637 kWh	13 CCF	
October	2021	Total Cost:	\$58.36	\$18.41	
		Total Usage	431 kWh	11 CCF	
November	2021	Total Cost:	\$57.72	\$37.80	
		Total Usage	427 kWh	17 CCF	
December	2021	Total Cost:	\$71.57	\$49.76	
		Total Usage	559 kWh	29 CCF	
January	2022	Total Cost:	\$50.45	\$67.83	
		Total Usage	395 kWh	40 CCF	
February	2022	Total Cost:	\$62.68	\$72.96	
		Total Usage	515 kWh	45 CCF	
March	2022	Total Cost:	\$61.61	\$58.98	
		Total Usage	498 kWh	31 CCF	
April	2022	Total Cost:	\$40.91	\$50.90	
		Total Usage	317 kWh	23 CCF	
May	2022	Total Cost:	\$78.43	\$42.60	
		Total Usage	658 kWh	17 CCF	
June	2022	Total Cost:	\$126.89	\$42.38	
		Total Usage	1098 kWh	16 CCF	

[Signature] - sole owner
Seller/Owner (Indicate if sole owner)

7/16/2022
Date

Seller/Owner (Indicate if sole owner)

Date

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Closing Disclosure Authorization

PROPERTY ADDRESS: 22544 BROADWAY AVE.

BUYER: _____

SELLER: SCOTT J. BURROWS

Buyer and Seller hereby authorize the Closing Agent/Closing Attorney to distribute a copy of the final combined or Seller's Closing Disclosure to the Brokers involved in the transaction for the above-listed property.

[Signature] 7/28/22
SELLER DATE

SELLER DATE

BUYER DATE

BUYER DATE

Weichert, Realtors
Listing Firm

Audrey Primozic
Listing Agent Audrey Primozic

Participating Firm

Participating Agent

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

Weichert, Realtors act as a Dual Agent for me as the
(Firm Name)

☒ Seller in the sale of the property at: 22544 BROADWAY AVE

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

<u>[Signature]</u>	<u>7/28/22</u>	<u>[Signature]</u>	<u> </u>
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

<u> </u>	<u> </u>	<u> </u>	<u> </u>
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)

<u> </u>	<u> </u>	<u> </u>	<u> </u>
Signature	Date	Signature	Date