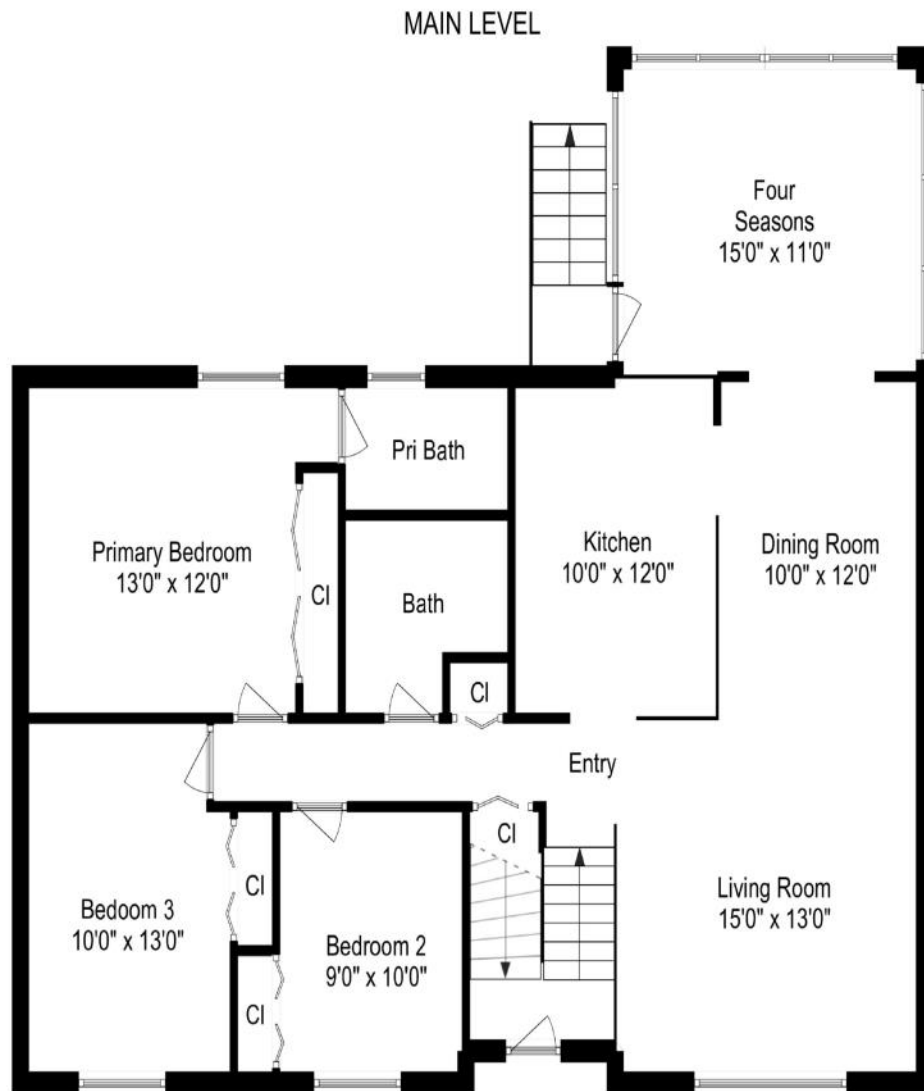


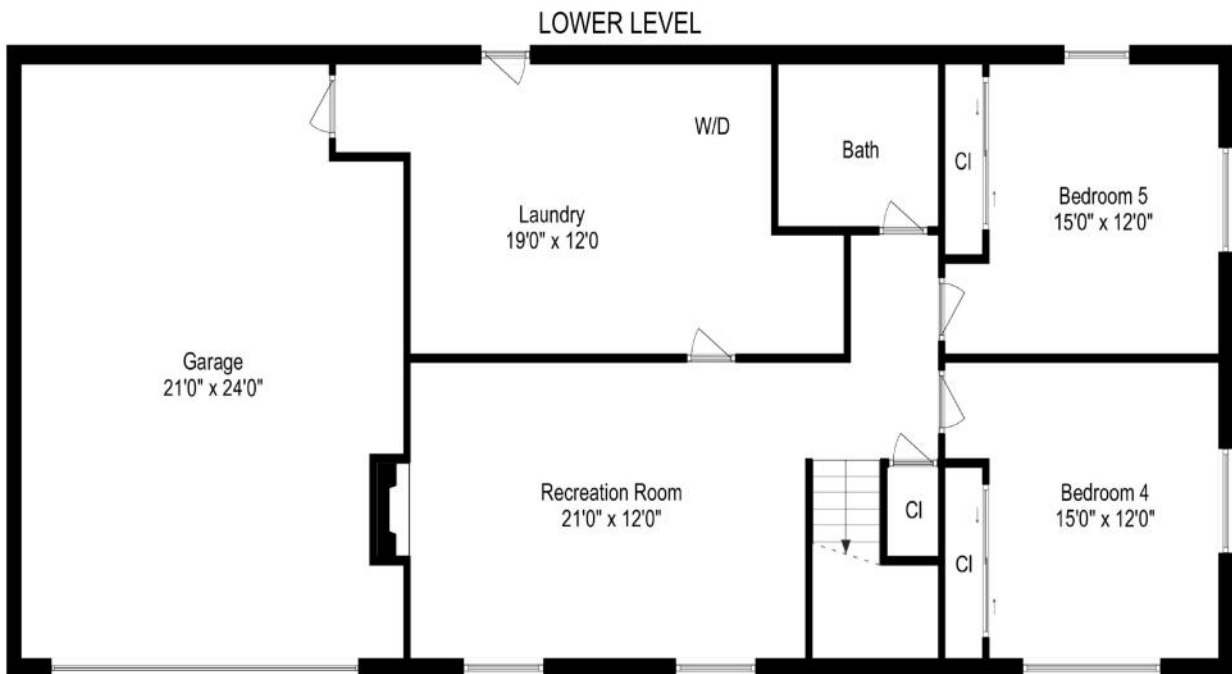
11601 Sir Spencer Way
FLOOR PLAN: MAIN LEVEL



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

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All Measurements Are Approximate.
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11601 Sir Spencer Way
FLOOR PLAN: LOWER LEVEL



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

PROPERTY ADDRESS: 11601 Sir Spencer Way

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 <input checked="" type="checkbox"/> Stove/Range <input checked="" type="checkbox"/> <u>Kg</u> Cooktop <input type="checkbox"/> Wall Oven <input type="checkbox"/> Microwave <input type="checkbox"/> Refrigerator <input type="checkbox"/> w/ Ice Maker <u>46 1/3</u> <input type="checkbox"/> Wine Refrigerator <input checked="" type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Disposer <input type="checkbox"/> Separate Ice Maker <input type="checkbox"/> Separate Freezer <input type="checkbox"/> Trash Compactor	ELECTRONICS <input type="checkbox"/> Security Cameras <input type="checkbox"/> Alarm System <input type="checkbox"/> Intercom <input type="checkbox"/> Satellite Dishes <input type="checkbox"/> Video Doorbell LIVING AREAS <input type="checkbox"/> Fireplace Screen/Door <input type="checkbox"/> Gas Log <input checked="" type="checkbox"/> <u>6</u> Ceiling Fans <input type="checkbox"/> Window Fans <input type="checkbox"/> Window Treatments WATER/HVAC <input type="checkbox"/> Water Softener/Conditioner <input type="checkbox"/> Electronic Air Filter <input type="checkbox"/> Furnace Humidifier <input type="checkbox"/> Window A/C Units	RECREATION <input type="checkbox"/> Hot Tub/Spa, Equipment, & Cover <input type="checkbox"/> Pool Equipment & Cover <input type="checkbox"/> Sauna <input checked="" type="checkbox"/> Playground Equipment OTHER <input type="checkbox"/> Storage Shed <input checked="" type="checkbox"/> Garage Door Opener <input checked="" type="checkbox"/> Garage Door Remote/Fob <input type="checkbox"/> Back-up Generator <input type="checkbox"/> Radon Remediation System <input type="checkbox"/> Solar Panels (<i>must include Solar Panel Seller Disclosure/Resale Addendum</i>) <input checked="" type="checkbox"/> <u>replacement fence in garage</u>
---	---	---

THE FOLLOWING ITEMS WILL BE REMOVED AND NOT REPLACED: Alarm system, ring doorbell

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.
 Seller: [Signature] Date: 4/18/2024 Seller: [Signature] Date: 4/18/2024

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



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

Address 11601 Sir Spencer Way

Month	Year	Electric	Gas	Heating Oil
Feb	2023	Total Cost: 268.47 Total Usage: 11608		
March	2024	Total Cost: 239.4 Total Usage: 11605		
Feb	2024	Total Cost: 278.02 Total Usage: 11936		
Jan	2024	Total Cost: 225.97 Total Usage: 15121		
Dec	2023	Total Cost: 211.40 Total Usage: 1873		
Nov	2023	Total Cost: 133.32 Total Usage: 862		
Oct	2023	Total Cost: 135.81 Total Usage: 918		
Sept	2023	Total Cost: 144.39 Total Usage: 1206		
August	2023	Total Cost: 160.03 Total Usage: 1194		
July	2023	Total Cost: 167.04 Total Usage: 1321		
June	2023	Total Cost: 92.63 Total Usage: 903		
May	2023	Total Cost: 115.99 Total Usage: 1060		
April	2023	Total Cost: 127.94 Total Usage: 1197		
March	2023	Total Cost: 124.99 Total Usage: 1168		
Feb	2023	Total Cost: 208.88 Total Usage: 1959		

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

1-23-2023
Date

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

4/28/2024
Date

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 11601 Sir Spencer Way

Legal Description: Lot 33 Block A Sub. Wexford

NOTICE TO SELLER AND PURCHASER

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

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

1. The initial sale of single family residential real property:
 - A. that has never been occupied; or
 - B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a)(11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be 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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How long have you owned the property? 36 years

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: Asphalt Shingles Age 2013
 Comments: leak before new roof
 Is there any existing fire retardant treated plywood? Yes No Unknown
 Comments: on the roof that was known of

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: NOT IN SUNROOM - THERE IS WINDOW UNIT THERE THAT WILL COOL
 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: _____

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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 *N/A*

Comments: _____
11. Insulation:
In exterior walls? Yes No Unknown
In ceiling/attic? Yes No Unknown
In any other areas? Yes No Unknown Where? _____

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

Comments: _____
Are gutters and downspouts in good repair? Yes No Unknown

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

Comments: _____
Any treatments or repairs? Yes No Unknown
Any warranties? Yes No Unknown

Comments: _____
14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property?
 Yes No Unknown

If yes, specify below
Comments: _____

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?
 Yes No Unknown

Comments: _____

16. Are there any 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: _____

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

Yes No Unknown

Comments: Broken pane of window

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) [Signature] Date 4-18-2024

Seller(s) [Signature] Date 4/18/2024

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


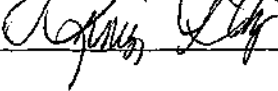
NOTICE TO SELLER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY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

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

Seller  Date 4-5-2024
Seller  Date 4/5/2024

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 11601 Sir Spencer Way
 City GERMANTOWN, State MD Zip 20876 between
 Seller John A. and Kimberly L. Guy 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:
<https://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: sdat.dat.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/mcfts-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, or Town of Poolesville.

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. **Private Water Supply System ("Well") and On-site Sewage Disposal System ("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 a Septic 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) WSSC. 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 Septic System: When a Buyer of real property that is located in a subdivision on which a Septic 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, Septic systems, and the buildings to be served by any Septic system.

By signing below, the Buyer acknowledges that, prior to signing the Contract, the Seller has provided the information referenced above, or has informed the Buyer that the Seller does not know the information referenced above; the Buyer further understands that, to stay informed of future changes in County and municipal water and sewer plans, the Buyer should consult the County Planning Board or any appropriate municipal planning or water and sewer agency.

Buyer _____ Date _____ Buyer _____ Date _____

6. **CITY OF TAKOMA PARK:** If this Property is located in Takoma Park, the Takoma Park Sales Disclosure must be attached. See GCAAR Takoma Park Sales Disclosure - Notice of Tree Preservation Requirements and Rental Housing Laws.
7. **HOMEOWNER'S, CONDOMINIUM OR COOPERATIVE ASSOCIATION ASSESSMENTS:** The Property is located in a Homeowners Association with mandatory fees (HOA) (refer to GCAAR HOA Seller Disclosure / Resale Addendum for MD, attached), and/or Condominium Association (refer to GCAAR Condominium Seller Disclosure / Resale Addendum for MD, attached) and/or Cooperative (refer to GCAAR Co-operative Seller Disclosure / Resale Addendum for MD & DC, attached) and/or Other (ie: Homeowners Association/Civic Association WITHOUT dues): _____
8. **UNDERGROUND STORAGE TANK:** For information regarding Underground Storage Tanks and the procedures for their removal or abandonment, contact the Maryland Department of the Environment or visit www.mde.state.md.us. 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 \$ _____ payable annually in _____ (month) until _____ (date) to _____ (name and address) (hereafter called "lienholder"). There may be a right of prepayment or a discount for early prepayment, which may be ascertained by contacting the lienholder. This fee or assessment is a contractual obligation between the lienholder and each owner of this Property, and is not in any way a fee or assessment imposed by the county in which the Property is located.

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

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

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

Refer to 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.Kishter@montgomeryplanning.org, or call 301-495-4701.

Is this Property located in an area designated as a Special Protection Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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. **RECORDED SUBDIVISION PLAT:**

Plats are available at the MNCPPC or at the Judicial Center, Room 2120, 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.shtm or at www.plats.net. Seller shall be subject to penalties per Montgomery Code Section 40-1, et seq. for failure to provide recorded subdivision plat, if one exists. Buyers shall check either A, B or C below. If B is selected, one of the options under B, shall also be checked:

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. **Improved Lot/Recorded Subdivision Plat:** If the Property is not an unimproved lot or a newly constructed house and a subdivision plat has been recorded, 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. **NOTE: This is for resale properties only.**

1. Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.

- OR -

2. 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.

OR

C. **Parcels With No Recorded Subdivision Plat:** For improved and unimproved resale properties only (i.e. properties that are not newly constructed), Buyer acknowledges that there is no recorded subdivision plat. **This Paragraph shall not be checked if a recorded subdivision plat exists for the improved resale lot.**

Buyer's Initials

14. **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://sdat.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: _____

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/FCF/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. Is the Property located in an area designated as an historic district in that plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. Is the Property listed as an historic resource on the County location atlas of historic sites? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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:**

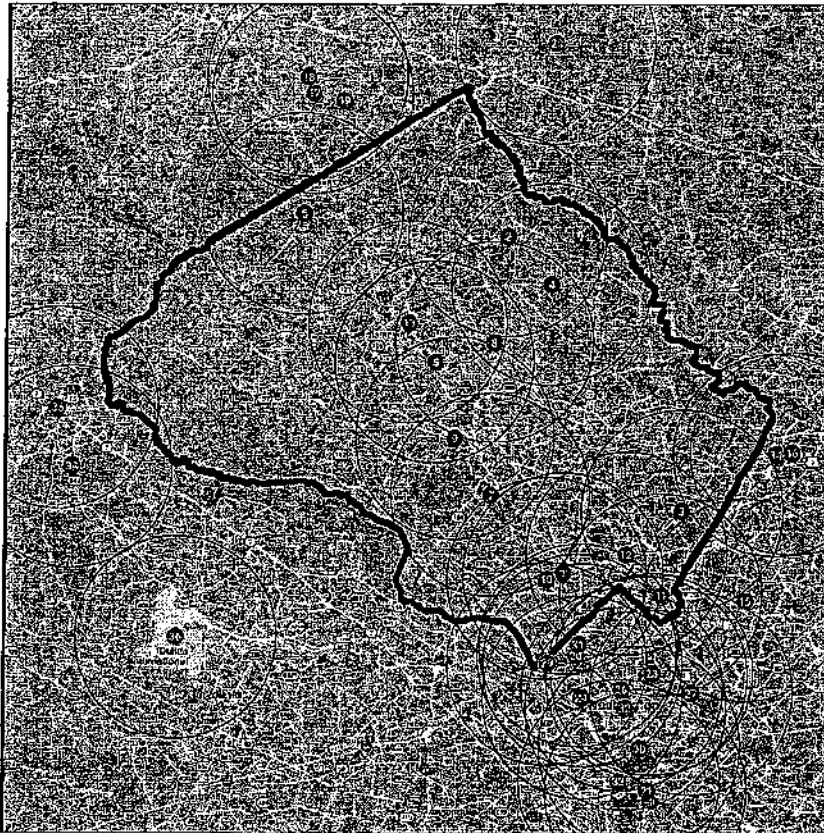
- A. **Forest Conservation Law:** The Buyer is notified that the cutting, clearing, and grading of more than 5,000 square feet of forest or any champion tree on the Property is subject to the requirements of the Forest Conservation Law. The Buyer is required to comply with the Forest Conservation Law,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

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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.



MONTGOMERY COUNTY

- | | |
|--|--|
| <ol style="list-style-type: none"> 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 | <ol style="list-style-type: none"> 4. Federal Support Center Heliport, 5321 Riggs Road, Gaithersburg, MD 20882 5. Flying M Farms, 24701 Old Hundred Road, Conus, MD 20842 6. IBM Corporation Heliport, 18100 Frederick Avenue, Gaithersburg, MD 20879 |
|--|--|

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- 7. Maryland State Police Heliprot, 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
 - 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-Burhans Airport, 9401 Ball Road, Hjamsville, MD 21754
- 18. Hjamsville Airport, 9701 C. Reichs Ford Road, Hjamsville, MD 21754
- 19. Stol-Crest Airfield, 3851 Price's Distillery Road, Urbana, MD 21754

CARROLL COUNTY

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

DISTRICT OF COLUMBIA

- 21. Bolling Air Force Base, 238 Brookley Avenue, SW, 20032
- 22. Children's National Medical Center, 111 Michigan Avenue, NW, 20010
- 23. Washington Hospital Center, 110 Irving Street, NW, 20010
- 24. Georgetown University Hospital, 3800 Reservoir Road, NW, 20007
- 25. Metropolitan Police, Dist. 2, 3320 Idaho Avenue, NW, 20007
- 26. Metropolitan Police, Dist. 3, 1620 V Street, NW, 20007
- 27. Metropolitan Police, Dist. 5, 1805 Biadensburg 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

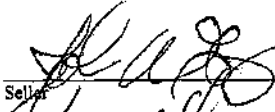
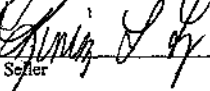
- 33. Ronald Reagan Washington National Airport, Arlington County 20001
- 34. Leesburg Executive, 1001 Sycolin Road, Leesburg, 22075
- 35. Loudoun Hospital Center, 224 Cornwall, NW, Leesburg, 22075
- 36. Dulles International Airport, 1 Saarinen Cir, Dulles, VA 20166

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

- A. **Information Disclosure:** Information about home energy efficiency improvements, including the benefit of conducting a home energy audit. Buyers should visit the following websites for this information:
<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.

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.


 Seller _____ Date 4-5-2024

 Seller _____ Date 4/5/2024

Buyer _____ Date _____
 Buyer _____ Date _____



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

Address 11601 Sir Spencer Way
 City GERMANTOWN State MD Zip 20876
 Parking Space(s) # _____ Storage Unit(s) # _____ Subdivision/Project Wexford

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 _____ 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: \$ 230.00
 Parking: \$ _____
 Storage: \$ _____
 Special Assessment: \$ _____ (complete B below)
TOTAL: \$ 230 per quarter

Fee Includes: The following are included in the HOA Fee: Trash Lawn Care Other _____

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

Unless otherwise agreed in Part II herein below, Seller agrees to pay at Settlement any existing or levied but not yet collected Special Assessments.

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: \$ 230 per quarter
 Special Assessments: \$ _____
 Other Charges: \$ _____
 Total: \$ 230 per quarter

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: Wexford HOA Phone: 3019229101
Email Address: _____
Address: 7011 MONTGOMERY RD #10 ROCKMARC VTD 20854-3549

[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:

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 HOA, 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 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 "MHA INFORMATION") AS FOLLOWS:

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

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

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

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

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

(3) THE NAME, ADDRESS, AND TELEPHONE NUMBER OF THE MANAGEMENT AGENT OF THE HOMEOWNERS ASSOCIATION, OR OTHER OFFICER OR AGENT AUTHORIZED BY THE HOMEOWNERS ASSOCIATION TO PROVIDE TO MEMBERS OF THE PUBLIC, INFORMATION REGARDING THE HOMEOWNERS 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.

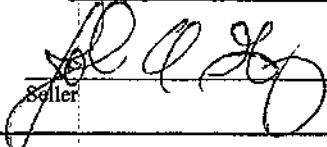
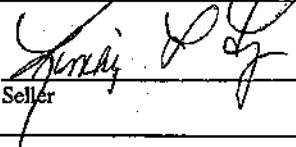
THE SELLER MUST ALSO PROVIDE YOU [BUYER] WITH NOTICE OF ANY CHANGES IN MANDATORY FEES EXCEEDING 10% OF THE AMOUNT PREVIOUSLY STATED TO EXIST AND COPIES OF ANY OTHER SUBSTANTIAL AND MATERIAL AMENDMENT TO THE INFORMATION PROVIDED TO YOU [BUYER]. YOU [BUYERS] HAVE THREE (3) CALENDAR DAYS TO CANCEL THIS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

 Seller
4-23-2023 Date
 Seller
4/23/2024 Date

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PART II - RESALE ADDENDUM:

The Contract of Sale dated _____, between Seller John A. + Kimberly A. Guy 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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 This Recommended Form is the property of The Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
 Previous editions of this Form should be destroyed.

11601 Sir Spencer Way
 Lot: 33; Block: A
 Wexford

OWNER'S DEDICATION

We, the undersigned, owners of the property described herein, hereby adopt this plan of subdivision, dedicate the streets to public use, establish the minimum building restriction lines and grant to Montgomery County, MD, slope easements 33 feet wide across all lots adjacent, contiguous and parallel to all street right-of-way lines as required by Montgomery County Ordinance No. 4-112. Said slope easements shall be extinguished at such time as the public improvements on the abutting right-of-way have been completed and accepted for maintenance by Montgomery County, MD.

Further, we grant to the Washington Suburban Sanitary Commission, their successors, agents and assigns, easements, designated herein as "W.S.S.C. EASEMENTS", for the construction, reconstruction, maintenance and operation of water mains, sanitary sewers and/or appurtenances.

Further, we grant to Montgomery County, MD, easements, designated herein as "S.D. EASEMENTS", for the construction, reconstruction, maintenance and operation of storm drains and/or appurtenances.

Further, we grant to Potomac Edison Company and to Chesapeake and Potomac Telephone Co. of MD, and to their respective successors and assigns, an easement in, on and over the land herein described as Ten Foot Wide Public Utility Easement, designated herein as

"P.U.E." with the terms and provisions of such a grant being those set forth in a certain document entitled "Declaration of Terms and Provisions for Public Utility Easements" and recorded among the Land Records of Montgomery County, MD, in Liber 3824 of Folio 487. Said terms and provisions being incorporated herein by this reference.

Further we grant to Montgomery County, MD, a ten foot wide "Public Improvement Easement" designated herein as "P.I.E." Said easement being granted with the terms and provisions set forth in a certain document entitled "Declaration of Easement" recorded among the Land Records of Montgomery County, MD, in Liber 3824 of Folio 3. Said terms being incorporated herein by this reference.

There are no recorded suits of action, liens, leases, mortgages or trusts affecting the property included in this plan of subdivision, except certain deeds of trusts, and all parties in interest thereto have below indicated their assent.

We hereby assent to this plan

Date: 11-21-10



VICINITY MAP

Ann C. Slone
Francis W. Burkholder
John J. Jeffrey
Carol Greenwald
John M. Lutz

SURVEYOR'S CERTIFICATE

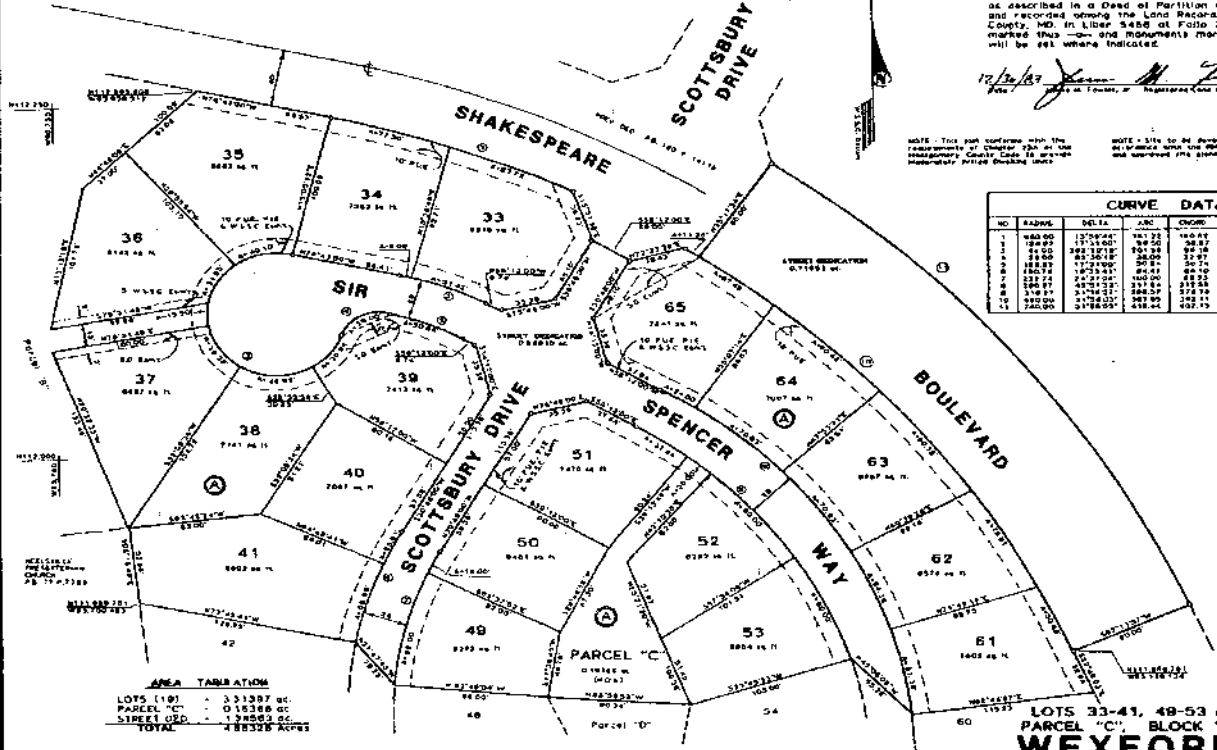
I hereby certify that the plan shown hereon is correct, that it is a subdivision of part of the land described in a conveyance from Madeline N. Berk, et al, to Maurice K. Berk, trustee of the Madeline-N. Berk Trust as described in a Deed of Partition dated Jan. 14, 1980 and recorded among the Land Records of Montgomery County, MD in Liber 5485 of Folio 285. Iron stakes marked thus — and monuments marked thus — will be set where indicated.

11/26/10 *John M. Lutz*
 Surveyor

NOTE: This plan conforms with the requirements of Chapter 23a of the Montgomery County Code, its amendments and subsequent public hearing laws.

NOTE: This plan to be approved in accordance with the 2001 zoning and subdivision laws.

CURVE DATA						
NO.	RADUS	DELTA	ARC	CHORD	CHORD BEARS	LENGTH
1	128.00	127.1001	127.50	127.50	127.5000	0.100
2	128.00	127.1001	127.50	127.50	127.5000	0.100
3	128.00	127.1001	127.50	127.50	127.5000	0.100
4	128.00	127.1001	127.50	127.50	127.5000	0.100
5	128.00	127.1001	127.50	127.50	127.5000	0.100
6	128.00	127.1001	127.50	127.50	127.5000	0.100
7	128.00	127.1001	127.50	127.50	127.5000	0.100
8	128.00	127.1001	127.50	127.50	127.5000	0.100
9	128.00	127.1001	127.50	127.50	127.5000	0.100
10	128.00	127.1001	127.50	127.50	127.5000	0.100



AREA TABULATION
 LOTS (18) = 331387 ac
 PARCEL "C" = 0.15366 ac
 STREET R.O.W. = 1.78503 ac
 TOTAL = 333236 ACRES

LOTS 33-41, 49-53 & 61-65,
 PARCEL "C", BLOCK "A"
WEXFORD

FOR PUBLIC SEWER AND WATER SYSTEMS ONLY 203430178290883110 08033760 R/M

MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION
 MONTGOMERY COUNTY PLANNING BOARD

MONTGOMERY COUNTY, MARYLAND
 DEPARTMENT OF TRANSPORTATION

APPROVED: *Thomas L. Christell* CHAIRMAN
 APPROVED: *John A. ...* SECRETARY TREASURER

APPROVED: *John M. Lutz* SURVEYOR

RECORDED: _____
 PLAT BOOK: _____
 PLAT NO.: _____

LOEDERMAN ASSOCIATES, Inc.
 CIVIL ENGINEERS - LAND SURVEYORS
 200-A Monroe Street
 Rockville, Maryland
 20850 (301) 762-0882

FILED
 OCT 24 1961

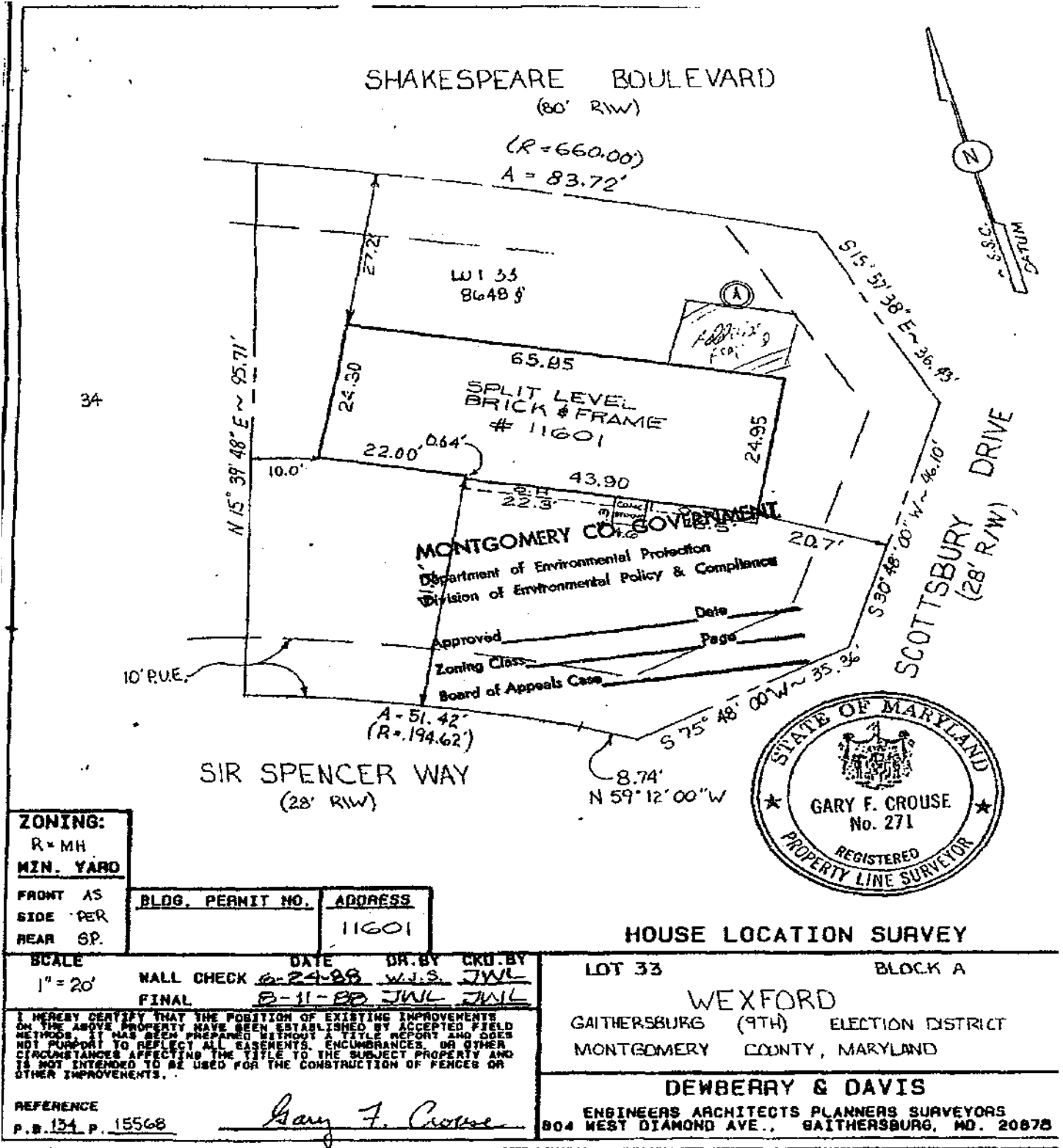
560-06

Maryland State Archives

Purchaser's Signature _____ Date _____

Purchaser's Signature _____ Date _____

11601 Sir Spencer Way
 Lot: 33; Block: A
 Wexford



ZONING:
 R = MH
MIN. YARD

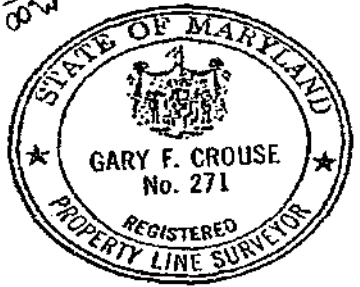
FRONT AS
 SIDE PER
 REAR SP.

BLDG. PERMIT NO.	ADDRESS
	11601

SCALE 1" = 20'
 DATE DR. BY CRD. BY
 WALL CHECK 6-24-88 W.F.S. JWL
 FINAL 8-11-88 JWL JWL

I HEREBY CERTIFY THAT THE POSITION OF EXISTING IMPROVEMENTS ON THE ABOVE PROPERTY HAVE BEEN ESTABLISHED BY ACCEPTED FIELD METHODS. IT HAS BEEN PREPARED WITHOUT A TITLE REPORT AND DOES NOT PURPORT TO REFLECT ALL EASEMENTS, ENCUMBRANCES, OR OTHER CIRCUMSTANCES AFFECTING THE TITLE TO THE SUBJECT PROPERTY AND IS NOT INTENDED TO BE USED FOR THE CONSTRUCTION OF FENCES OR OTHER IMPROVEMENTS.

REFERENCE
 P.B. 134 P. 15568
 Gary F. Crouse



HOUSE LOCATION SURVEY

LOT 33 BLOCK A
 WEXFORD
 GAITHERSBURG (9TH) ELECTION DISTRICT
 MONTGOMERY COUNTY, MARYLAND

DEWBERRY & DAVIS
 ENGINEERS ARCHITECTS PLANNERS SURVEYORS
 804 WEST DIAMOND AVE., GAITHERSBURG, MD. 20878

Purchaser's Signature _____ Date _____ Purchaser's Signature _____ Date _____

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



REAL PROPERTY CONSOLIDATED TAX BILL

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

ANNUAL BILL
TAX PERIOD 07/01/2023-06/30/2024
FULL LEVY YEAR
LEVY YEAR 2023

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

GUY JOHN A & K L
11601 SIR SPENCER WAY
GERMANTOWN, MD 20876-6004

PRINCIPAL RESIDENCE

Table with columns: LOT, BLOCK, DISTRICT, SUB, TAX CLASS, BILL #, ACCOUNT #, MORTGAGE INFORMATION, PROPERTY ADDRESS, REFUSE AREA, REFUSE UNITS, TAX DESCRIPTION, ASSESSMENT, RATE, TAX/CHARGE, CURRENT YEAR FULL CASH VALUE TAXABLE ASSESSMENT, TAX RATE INFORMATION.

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 07/01/2023 - 06/30/2024
FULL LEVY YEAR

Table with columns: BILL #, 43229003

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

Make Check Payable to:
Montgomery County, MD

Table with columns: ACCOUNT #, LEVY YEAR, AMOUNT DUE

GUY JOHN A & K L
11601 SIR SPENCER WAY
GERMANTOWN, MD 20876-6004

DUE APR 30 2024
PLEASE INDICATE AMOUNT BEING PAID

Table with columns: AMOUNT PAID

20820230432290039000000000000000000000000000000000000

Purchaser's Signature Date

Purchaser's Signature Date



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.

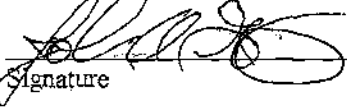
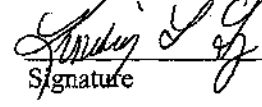
Consent for Dual Agency

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

_____ act as a Dual Agent for me as the
(Firm Name)

Seller in the sale of the property at: 11601 Sir Spencer Way

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

	<u>4-18-2024</u>		<u>4/18/2024</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 _____

Signature	Date	Signature	Date
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• 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
-----------	------	-----------	------

err. (10/1/19)