

# 14514 Cutstone Way: Block 1, Lot 21

**SURVEYOR'S CERTIFICATE PLAT NO 14720**

I hereby certify that the plan shown hereon is correct, that it is a subdivision of the land acquired by James C. Naples and Tom Fairfield Brown, Co-personal representatives of the Estate of Carmon R. Naples, deceased, through the Circuit Court of Montgomery County, Maryland, sitting as Orphans Court, by Ancillary Estate Administration No 004-78, that iron pipes designated thus, # will be placed as indicated, and that the total area included in this plan of subdivision is 19,5798 Acres of land more or less, of which 3.0842 Acres are hereby dedicated to public use.

Date: October 5, 1983

*Jack Kontz*  
**JACK KONTZ**  
 Registered Civil Surveyor  
 M.C. Registration No 100653

**VICINITY MAP**  
Scale 1"=2000'

**NOTE:**

- This plat conforms with the requirement of Chapter 25-A of the Montgomery County Code to provide moderately priced dwelling units.
- This land lies within an approved R-200 Density Control development, re-subdivision strictly controlled.

**OWNER'S DEDICATION**

We, James C. Naples and Tom Fairfield Brown, Co-personal representatives of the Estate of Carmon R. Naples, deceased, owners of the property shown hereon and described in the Surveyor's Certificate, hereby adopt this plan of subdivision, establish the minimum building restriction lines, establish slope easements twenty five (25) feet wide along all streets as required by Montgomery County Ordinance No 4-115, said slope easements shall be terminated after all required improvements abutting same have been lawfully completed and accepted for maintenance by Montgomery County, Maryland and also dedicate the streets to public use, and grant a ten (10) feet wide Public Utility Easement along the said streets with the terms and provisions set forth in that certain document recorded in the aforesaid Land Records in the Liber 3834, Folio 457, which said terms are incorporated hereon by the reference, grant to Montgomery County, Md., its agents and assigns easements, as shown hereon, for storm drainage, and also grant to the Washington Suburban Sanitary Commission, its successors, agents and assigns, the rights of way, as shown hereon, for the construction, reconstruction, maintenance and operation of a water main and a sanitary sewer, and establish the "100 Year Flood Plain Easement" as shown hereon.

There are no suits of action, leases, liens, mortgages or trusts on the property included in this plan of subdivision.

Date: Nov 9, 1983 Estate of Carmon R. Naples, Deceased

*James C. Naples*      *Tom Fairfield Brown*  
**James C. Naples**      **Tom Fairfield Brown**  
 Co-personal representative      Co-personal representative

FOR PUBLIC WATER AND SEWER SYSTEMS ONLY  
 MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION  
 MONTGOMERY COUNTY PLANNING BOARD

APPROVED: AUGUST 11, 1983  
*William J. Chavallier*  
**William J. Chavallier**  
 Chairman      Secretary/Treasurer

28325917606389305514029190200  
 Montgomery County, Maryland  
 DEPARTMENT OF TRANSPORTATION

APPROVED: JANUARY 4, 1984  
*Robert S. Manning*  
**Robert S. Manning**  
 Director

PI# 84-001  
 Recorded  
 Plat Book: \_\_\_\_\_  
 Plat No: \_\_\_\_\_

1 PARCEL  
 36 LOTS

CURVE DATA						
No	Radius	Delta	Arc	Tan	Chord	Chord Bearing
1	1110.00	02° 13' 33"	43.12	21.56	43.12	N 82° 17' 05" W
2	1714.79	26° 24' 41"	1251.42	637.03	1240.36	N 07° 07' 55" E
3	2334.79	07° 57' 11"	38.64	19.42	38.63	S 13° 16' 56" W
4	1254.79	16° 28' 45"	562.27	283.06	562.29	S 05° 48' 56" W
5	1130.00	00° 32' 15"	10.60	5.30	10.60	S 86° 27' 52" W
6	924.03	14° 10' 21"	228.56	114.87	227.98	S 70° 36' 42" W
7	720.00	17° 23' 50"	218.65	110.17	217.81	S 30° 42' 46" E
8	780.00	37° 36' 34"	512.00	265.61	502.86	N 23° 17' 27" W
9	1151.46	13° 42' 17"	277.81	139.57	277.15	N 02° 21' 58" E
10	2554.79	04° 07' 09"	163.07	81.88	163.03	N 11° 16' 41" E
11	1434.79	04° 34' 25"	199.05	99.63	199.09	S 11° 30' 19" W
12	1101.46	13° 42' 17"	263.46	131.78	262.83	S 02° 21' 58" W
13	720.00	17° 23' 50"	166.48	83.19	166.08	S 06° 42' 32" E
14	964.03	07° 50' 22"	31.59	15.80	31.59	N 73° 26' 40" E
15	714.88	07° 14' 07"	115.23	57.74	115.10	N 03° 50' 51" W
16	214.79	11° 12' 20"	403.50	232.03	402.62	N 06° 04' 04" E
17	214.79	13° 25' 51"	426.73	249.01	424.60	S 07° 20' 25" W
18	654.84	08° 31' 45"	97.48	48.83	97.30	S 03° 25' 43" E
19	284.03	06° 03' 56"	104.17	52.14	104.33	N 83° 32' 54" E
20	2334.79	12° 12' 05"	437.80	249.56	436.76	S 06° 44' 21" W
21	1574.86	12° 14' 56"	187.03	93.87	186.67	S 05° 21' 19" E

**FILED**

LOTS 10 thru 13, 18 thru 29, BLOCK 1, LOTS 1 thru 5, BLOCK G, LOTS 1 thru G and LOTS 21 thru 29, BLOCK 7

**NAPLES MANOR**  
 COLESVILLE ELECTION DISTRICT #5  
 MONTGOMERY COUNTY, MARYLAND

SCALE: 1"=100'  
 JUNE, 1983

**KMM CORPORATION**  
 13321 NEW HAMPSHIRE AVENUE • SUITE 300  
 SILVER SPRING, MARYLAND 20904 • (301) 384-3300

SCS | obl |  
 81-053-326.4 A

**551-69**

Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_

Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_



STATE OF MARYLAND  
REAL ESTATE COMMISSION

## Understanding Whom Real Estate Agents Represent

Before you decide to sell or buy or rent a home you need to consider the following information:

### Agents Who Represent the Seller

**Seller's Agent:** A seller's agent works for the real estate company that lists and markets the property for the sellers, or landlords, and exclusively represents the sellers or landlords. That means that he or she may assist the buyer or tenant in purchasing or renting the property, but his or her duty of loyalty is only to the sellers or landlords. The seller pays the seller's agent's fee as specified in a written listing agreement.

**Cooperating Agent:** A cooperating agent works for a real estate company different from the company for which the seller's agent works. The cooperating agent can assist a buyer or tenant in purchasing or renting a property, but his or her duty of loyalty is only to the sellers or landlords. The cooperating agent's fee is paid by the sellers or landlords through the seller's agent's company.

### Agents Who Represent the Buyer

**Presumed Buyer's Agent (no written agreement):** When a person goes to a real estate agent for assistance in finding a home to buy or rent, the agent is presumed to be representing the buyer and can show the buyer properties that are *not* listed by the agent's real estate company. A presumed buyer's agent may *not* make or prepare an offer or negotiate a sale for the buyer. The buyer does *not* have an obligation to pay anything to the presumed agent.

If for any reason the buyer does not want the agent to represent him or her as a presumed agent, either *initially* or *at any time*, the buyer can decline or terminate a presumed agency relationship simply by saying so.

**Buyer's Agent (by written agreement):** A buyer or tenant may enter into a written contract with a real estate agent which provides that the agent will represent the buyer or tenant in locating a property to buy or rent. The agent is then known as the buyer's agent. That agent assists the buyer in evaluating properties and preparing offers, and negotiates in the best interests of the buyer or tenant. The agent's fee is paid according to the written agreement between the agent and the buyer or tenant. If you as a buyer or tenant wish to have an agent represent you exclusively, you must enter into a written buyer agency agreement.

### Dual Agents

The possibility of **dual agency** arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate company, or broker, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, or landlord or tenant, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

If both seller and buyer, or landlord and tenant, agree to dual agency by signing a Consent For Dual Agency form, then the real estate company (the "dual agent") will assign one agent to represent the seller or landlord (the seller's "intra-company agent") and another agent to represent the buyer or tenant (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as exclusive seller's or buyer's agents, including advising their clients as to price and negotiation strategy, provided the clients have both consented to be represented by dual agency.

If either party does not agree to dual agency, the real estate company must withdraw the agency agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate company. If the buyer's agreement is terminated, the buyer may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a cooperating agent from another company.

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling or buying property:

>Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.

>Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property

>All agreements with real estate brokers and agents should be in writing and should explain the duties and obligations of both the broker and the agent. The agreement should explain how the broker and agent will be paid and any fee-sharing agreements with other brokers and agents.

>You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate agent is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate agent may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6206.

We, the  Sellers/Landlord  Buyers/Tenants acknowledge receipt of a copy of this disclosure and

that Weichert, Realtors (firm name)

and Kathryn Jump/Cathleen Marose (salesperson) are working as:

(You may check more than one box but not more than two)

- seller/landlord's agent
- co operating agent (representing seller/landlord)
- buyer's/tenant's agent
- intra-company agent/dual agent (CHECK BOX ONLY IF CONSENT FOR DUAL AGENCY FORM HAS BEEN SIGNED)

[Signature] \_\_\_\_\_ 12-16-2011 \_\_\_\_\_  
 Signature Date Signature Date

\*\*\*\*\*

I certify that on this date I made the required agency disclosure to the individuals identified below and they were **unable or unwilling** to acknowledge receipt of a copy of this disclosure statement

\_\_\_\_\_  
Name of Individual to whom disclosure made

\_\_\_\_\_  
Name of Individual to whom disclosure made

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

\_\_\_\_\_  
(Date)



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

<b>ACCOUNT NUMBER:</b>		02396557	
<b>PROPERTY:</b>	<b>OWNER NAME</b>	CICALA FIORELLO & D	
	<b>ADDRESS</b>	14514 CUTSTONE WAY SILVER SPRING, MD 20905-7430	
	<b>TAX CLASS</b>	42	
	<b>REFUSE INFO</b>	Refuse Area: R17 Refuse Unit: 1	
<b>TAX INFORMATION:</b>			
<b>TAX DESCRIPTION</b>	<b>FY13 PHASE-IN VALUE<sub>1</sub></b>	<b>FY12 RATE<sub>2</sub></b>	<b>ESTIMATED FY13 TAX/CHARGE</b>
STATE PROPERTY TAX	610,550	.1120	683.82
COUNTY PROPERTY TAX <sub>3</sub>	610,550	.9590	5,855.17
SOLID WASTE CHARGE <sub>4</sub>		213.7600	213.76
WATER QUAL PROTECT CHG (RSFD) <sub>4</sub>			70.50
<b>ESTIMATED TOTAL<sub>6</sub></b>			<b>6,823.25</b>

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: <http://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's Signature**                      **Date**

**Purchaser's 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 dated \_\_\_\_\_  
 between Buyer \_\_\_\_\_  
 and Seller Lorraine Cecala  
 for Property known as 14514 Custome Way Silver Spring MD 20903

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 installment contracts of sale under Subsection 13-207(a)(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(a)(12) of the Tax-Property Article; (3) a sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure, (4) a sheriff's sale, tax sale or sale by foreclosure, partition or by court appointed trustee; (5) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust, (6) a transfer of single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

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

- (A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:
- (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
  - (ii) Insulation;
  - (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
  - (iv) Plumbing, electrical, heating, and air conditioning systems;
  - (v) Infestation of wood-destroying insects;
  - (vi) Land use matters;
  - (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
  - (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
  - (ix) Whether the smoke detectors will provide an alarm in the event of a power outage; and
  - (x) **If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.**

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

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

OR

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



Buyer \_\_\_\_\_

Seller \_\_\_\_\_



W-241

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.

_____	_____	<i>[Signature]</i>	<i>12-6-11</i>
Buyer's Signature	Date	Seller's Signature	Date
_____	_____	_____	_____
Buyer's Signature	Date	Seller's Signature	Date
_____	_____	<i>Cathleen Mause</i>	<i>12/6/11</i>
Agent's Signature	Date	Agent's Signature	Date

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**Inclusions/Exclusions Attachment to Listing Agreement Disclosure and/or Addendum**

Property Address: 14514 Cutstone Way, Silver Spring MD 20905

**PART I. Inclusions/Exclusions Disclosure**

**Personal Property and Fixtures:** The Property includes the following personal property and fixtures: A) Any existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, window treatment hardware, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to in writing, all surface or wall mounted electronic components/devices DO NOT convey. B) The items marked YES below are currently installed or offered. If more than one of an item convey, the number of items is noted.

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Alarm System	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Freezer	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Satellite Dish
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Built-in Microwave	<input type="checkbox"/>	<input type="checkbox"/>		Furnace Humidifier	<input type="checkbox"/>	<input type="checkbox"/>		Storage Shed
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2	Ceiling Fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Garage Opener	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AC	Stove or Range
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Central Vacuum	<input checked="" type="checkbox"/>	<input type="checkbox"/>		w/ remote	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Trash Compactor
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Clothes Dryer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Gas Log	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Wall Oven
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Clothes Washer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Hot Tub, Equip, & Cover	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Water Treatment System
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Cooktop	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Intercom	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Window A/C Unit
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Dishwasher	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Playground Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Window Fan
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Disposer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Pool, Equip, & Cover	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Window Treatments
<input type="checkbox"/>	<input type="checkbox"/>	2	Electronic Air Filter	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Refrigerator	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Wood Stove
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Fireplace Screen/Door	<input type="checkbox"/>	<input checked="" type="checkbox"/>		w/ ice maker				

**OTHER**

**AS IS ITEMS**

Seller does not warrant the condition or working order of the following items and/or systems:

Satellite Dish, Intercom

**LEASED ITEMS**

Any leased items, systems or service contracts (including, but not limited to, fuel tanks, water treatment systems, lawn contracts, security system monitoring, and satellite contracts) DO NOT CONVEY absent an express written agreement by Purchaser and Seller. The following is a list of the leased items within the Property:

Seller certifies that Seller has completed this checklist disclosing what conveys with the property and gives permission to make this information available to prospective buyers.

Seller Domenico Cicale Date 12-6-2011 Seller \_\_\_\_\_ Date \_\_\_\_\_

**PART II. Inclusions/Exclusions Addendum**

The Contract of Sale dated \_\_\_\_\_ between Seller \_\_\_\_\_ and Buyer \_\_\_\_\_ is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

The parties agree that Part I of this Addendum shall replace and supersede the provisions of the Inclusions/Exclusions paragraph of the MAR Residential Contract of Sale or the Personal Property Fixtures and Utilities paragraph of the Regional Sales Contract as applicable.

_____ Seller	_____ Date	_____ Buyer	_____ Date
_____ Seller	_____ Date	_____ Buyer	_____ Date



MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 14514 Cutstone Way, Silver Spring MD 20905

Legal Description:

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, Annotated Code of Maryland, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner 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 owner. 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 owner to disclose information about latent defects in the property that the owner has actual knowledge of. The owner must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO OWNERS: 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 Owners and is based upon the actual knowledge of Owners as of the date noted. Disclosure by the Owners 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 Owners as to the condition of the property of which the Owners have no knowledge or other conditions of which the Owners have no actual knowledge.

How long have you owned the property?

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

Water Supply [ ] Public [ ] Well [ ] Other
Sewage Disposal [ ] Public [ ] Septic System approved for (# bedrooms)
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: \_\_\_\_\_  
 Will the smoke detectors provide an alarm in the event of a power outage?  Yes  No  Does Not Apply  
 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  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: \_\_\_\_\_

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: \_\_\_\_\_

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

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

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ 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 OWNER(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 owner(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 owner(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.

The owner(s) has actual knowledge of the following latent defects: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner Jamarioe Cieslo Date 12-6-2011  
Owner \_\_\_\_\_ 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 \_\_\_\_\_



**Government Regulations, Easements and Assessments Disclosure and Addendum (REA)**  
 (Required for all Listing Agreements and Sales Contracts in Montgomery County)

The Contract of Sale dated \_\_\_\_\_, Address 14514 Outstone Way,  
 City Silver Spring, State MD Zip 20905 between  
 Seller Domenica Picala and  
 Buyer \_\_\_\_\_ is hereby  
 amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

**Notice to Seller:** Pursuant to Montgomery County Code (Sec.40-13), a Seller is required to fully disclose to Buyers all specific facts relevant to, or affecting any property, imposed by any law or regulation or any common law principle. 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. 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.

**Notice to Buyer:** The information contained herein is the representation of the Seller. Further information may be obtained by contacting staff and web sites of appropriate authorities, Montgomery County Government, 240-777-1000, Park and Planning Commission/Montgomery County Department of Park and Planning, 301-495-4700, and municipality, if applicable.

**General Information:**

The content in this form is not all-inclusive. 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.

- **Montgomery County Government**, 101 Monroe Street, Rockville, MD, 20850. Main Telephone Number: 240-777-1000. Web site: [www.montgomerycountymd.gov](http://www.montgomerycountymd.gov)
- **Maryland-National Capital Area Park and Planning Commission (M-NCPPC)**, 8787 Georgia Avenue, Silver Spring, MD, 20910. Main number: 301-495-4600. Web site: [www.mc-mncppc.org](http://www.mc-mncppc.org)
- **City of Rockville**, City Hall, 111 Maryland Ave, Rockville, MD 20850. Main telephone number: 240-314-5000. Web site: [www.rockvillemd.gov](http://www.rockvillemd.gov)

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

- **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.
- **Well and Septic Locations:** Contact the **Department of Permitting Services "DPS", Well and Septic**, at 240-777-6320, fax 240-777-6314 or [gene.vongunten@co.mo.md.us](mailto:gene.vongunten@co.mo.md.us). For septic field location for homes constructed prior to 1978, request an "as built" drawing 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.
- **Categories:** To confirm service area category, contact the **Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division**, Alan Soukop at 240-777-7716 or [alan.soukop@co.mo.md.us](mailto:alan.soukop@co.mo.md.us) or fax request to 240-777-7715.

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A. **Water:** Is the Property connected to public water?  Yes  No  
 If no, has it been approved for connection to public water?  Yes  No  Do not know  
 If not connected, the source of potable water, if any, for the Property is: \_\_\_\_\_

B. **Sewer:** Is the Property connected to public sewer system?  Yes  No  
 If no, answer the following questions:  
 1. Has it been approved for connection to public sewer?  Yes  No  Do not know  
 2. Has an individual sewage disposal system been constructed on Property?  Yes  No.  
 Has one been approved for construction?  Yes  No.  
 Has one been disapproved for construction?  Yes  No  Do not know.  
 If no, explain: \_\_\_\_\_

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

D. **Recommendations and Pending Amendments (if known):**  
 1. The applicable master plan contains the following recommendations regarding water and sewer service to the Property: \_\_\_\_\_  
 2. The status of any pending water and sewer comprehensive plan amendments or service area category changes that would apply to the Property: \_\_\_\_\_

E. **Well and Individual Sewage System:** When a Buyer of real property that is located in a subdivision on which an individual sewage disposal system has been or will be installed receives the copy of the recorded subdivision plat, the Buyer must confirm in writing by signing said Plat that the Buyer has received and reviewed the Plat, including any restrictions on the location of initial and reserve wells, individual sewage disposal systems, and the buildings to be served by any individual sewage disposal system. By signing below, the Buyer acknowledges that, prior to signing the Contract, the Seller has provided the information referenced above, or has informed the Buyer that the Seller does not know the information referenced above; the Buyer further understands that, to stay informed of future changes in County and municipal water and sewer plans, the Buyer should consult the County Planning Board or any appropriate municipal planning or water and sewer agency.

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

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

A. **Private Utility Company:** Are there any annual or semi-annual assessments paid to private companies that provided or financed utility installation?  Yes  No. If yes, the Buyer agrees to assume the future obligations and pay future annual assessments in the amount of \$\_\_\_\_\_ for remaining years to \_\_\_\_\_ (name of company).

B. **Washington Suburban Sanitary Commission (WSSC) or Local Jurisdiction:**  
 Are there any deferred water and sewer charges for which the Buyer may become liable which do not appear on the attached property tax bill?  Yes  No. If yes,  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. (Check applicable box).

Buyer acknowledges that there may be annual water and sewer charges which are not recorded in the land records and which may not be discovered by a diligent title search. Buyer's acknowledgement is not a waiver of the Seller's obligation to accurately disclose the existence of an assessment as set forth herein. Buyer's acknowledgment \_\_\_\_\_ (initials)

**3. HOMEOWNER'S ASSOCIATION, CONDOMINIUM ASSOCIATION OR COOPERATIVE ASSOCIATION ASSESSMENTS:** (Check all that apply) The Property is located in a  not applicable  Homeowners Association with mandatory fees (HOA), and/or  Condominium Association and/or  Cooperative or  Other \_\_\_\_\_

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Complete the following for all boxes checked above:

Name of Project/Subdivision: Naples Manor  
Management Company: Assoc. Property Mgmt. Telephone: 301-424-1001  
Regular Periodic Fee: \$ 260 per yr Special Assessments: \$ \_\_\_\_\_

Name of Project/Subdivision: \_\_\_\_\_  
Management Company: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Regular Periodic Fee: \$ \_\_\_\_\_ per \_\_\_\_\_ Special Assessments: \$ \_\_\_\_\_

Are there any assessments or fees approved yet not assessed?  Yes  No. If yes, amount \$ \_\_\_\_\_ and explain reason for assessment: \_\_\_\_\_

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

Refer to <http://www.montgomeryplanning.org/environment/spa/faq.shtml> for an explanation of the "SPA" legislation and a map detailing protected areas. To determine if a particular property (which is located close to protected areas as designated on this map) is located within the boundaries of a "SPA" contact; [spa@mncppc-mc.org](mailto:spa@mncppc-mc.org), or call 301-495-4540.

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

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

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

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

**5. PROPERTY TAXES:**

Each property in Montgomery County, MD is assessed for annual real property taxes based on several different components. A copy of the tax bill will reflect which categories and components are applicable to this property, including, whether the property is located in a municipality, a special taxing district, a development district, a proposed development district, and/or whether this property is subject to a special area tax or any WSSC front foot benefit charges. Definitions and explanations of each of these categories can be obtained at the Montgomery County Department of Finance website in the "**Frequently Asked Questions**" section located at; [www.montgomerycountymd.gov/apps/tax/index.asp](http://www.montgomerycountymd.gov/apps/tax/index.asp) and select "FAQ". Additional information relating to taxes and the assessment and appeal process can be located at [www.dat.state.md.us/datweb/taxassess.html](http://www.dat.state.md.us/datweb/taxassess.html) - this provides tax information from the State of Maryland.

**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 current copy of the tax bill for this property can be obtained at; [www.montgomerycountymd.gov/apps/tax/index.asp](http://www.montgomerycountymd.gov/apps/tax/index.asp).**

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**IN ADDITION, SELLER(S) ARE REQUIRED TO PROVIDE POTENTIAL BUYER'S WITH THE ESTIMATED PROPERTY TAX AND NON-TAX CHARGES FOR THE FIRST FULL FISCAL YEAR OF OWNERSHIP.** Information relative to this estimate, including how it was calculated and its significance to Buyers can be obtained at [www.montgomerycountymd.gov/estimatedtax](http://www.montgomerycountymd.gov/estimatedtax). Buyer(s) hereby acknowledge receipt of 1) a copy of the current real property tax bill AND 2) the estimated property tax and non-tax charges in the Buyer's first full fiscal year of ownership, both as required by Montgomery County Code. Buyer's acknowledgment of receipt of both tax disclosures \_\_\_\_\_ (initials)

**DEVELOPMENT DISTRICT DISCLOSURE - NOTICE OF SPECIAL TAX OR ASSESSMENT:**

Buyer is hereby notified that a property can be located in an Existing Development District or a Proposed Development District as defined under Chapter 14 of the Montgomery County Code. 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. This property is  located in a Development District  located in a proposed Development District  not located in an existing or proposed Development District. Check as applicable.

If the property is located in an Existing or Proposed Development District, the following disclosure is given: 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. If this property is located in a Development District, then, as of the date of execution of this disclosure, the special assessment or special tax on this property amounts to \$ \_\_\_\_\_ each year. A map reflecting Existing Development Districts can be obtained at; [http://www.montgomerycountymd.gov/apps/OCP/Tax/map/Existing\\_DevDistricts.pdf](http://www.montgomerycountymd.gov/apps/OCP/Tax/map/Existing_DevDistricts.pdf). If the property is located in a Proposed Development District the estimated maximum special assessment or special tax amounts to \$ \_\_\_\_\_ each year. A map reflecting Proposed Development Districts can be obtained at; [http://www.montgomerycountymd.gov/apps/ocp/tax/map/dev\\_districts.pdf](http://www.montgomerycountymd.gov/apps/ocp/tax/map/dev_districts.pdf).

Typically, the Development District Special Tax will increase approximately 2% each July 1. For more information, please contact the Montgomery County Department of Finance at 240-777-8860. FAQ's regarding Development Districts can be viewed at <http://www.montgomerycountymd.gov/apps/OCP/Tax/FAQ.asp>.

**6. TAX BENEFIT PROGRAMS:**

The Property might 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 \_\_\_\_\_.

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 \_\_\_\_\_. Confirm if applicable to this property at; [www.dat.state.md.us/sdatweb/agtransf.html](http://www.dat.state.md.us/sdatweb/agtransf.html)

C. **Other Tax Benefit Programs:** Does the Seller have reduced property taxes from any government program?  Yes  No. If yes, explain: \_\_\_\_\_.

**7. STORM WATER MANAGEMENT FEES – CITY OF TAKOMA PARK:**

The City of Takoma Park, MD maintains its own storm water facilities and assesses and bills for an annual **storm water management fee** on all real property located in the city. This assessment is made separate from City property taxes and requires a separate inquiry as to applicability and the amount to be collected and/or prorated. Inquiries can be made at 301-891-7212. Is the property located in the City of Takoma Park and subject to this assessment?  Yes  No

**8. RECORDED SUBDIVISION PLAT:**

Plats are available at the [MNCPPC](http://www.mncppc.org) or at the Judicial Center, Room 218, 50 Maryland Avenue, Rockville, MD or at 240-777-9477. In order to obtain a plat you will be required to supply the Lot, Block, Section and Subdivision, as applicable, for the property. Plats are also available online at [http://www.montgomeryplanning.org/info/plat\\_maps.shtml](http://www.montgomeryplanning.org/info/plat_maps.shtml) or at [www.plats.net](http://www.plats.net). Note: user id = **plato** and password = **plato#**.

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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. **Buyer's initials:** \_\_\_\_\_

However, 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. **Buyer's initials:** \_\_\_\_\_  
OR

Buyer hereby waives receipt of a copy of such plat at time of execution of contract, but shall, prior to or at the time of settlement, be provided a copy of the subdivision plat. **Buyer's initials:** \_\_\_\_\_

**9. AGE OF HOME AND FEDERAL LEAD BASED PAINT:** Title X, Section 1018, the Residential Lead-Based Paint Hazard Act of 1992 (the Act), requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A Seller of pre-1978 housing is required to disclose to the Buyer, based upon the Seller's actual knowledge, all known lead-based paint hazards in the Property and provide the Buyer with any available reports in the Seller's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. The Seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection.

At the time that the offer to purchase is entered into by the Buyer, the Seller is required to provide the Buyer with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form (GCAAR #500). The Seller is required under the Act to provide the Buyer with a ten (10) day time period (or other mutually agreeable time period) for the Buyer, at the Buyer's expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the Buyer waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of the settlement.

**A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.**

Seller represents and warrants to Buyer, broker(s), broker(s)' agents and subagents, intending that they rely upon such warranty and representation, that the property: (Seller to initial applicable line): \_\_\_\_\_ was constructed prior to 1978 OR DE was not constructed prior to 1978 OR \_\_\_\_\_ the date of construction is uncertain. If the Property was constructed prior to 1978 or if the date of construction is uncertain, as indicated by Seller's initial above, Seller and Buyer mutually agree that the requirements of the Act shall apply to the sale of the Property. Seller and Buyer acknowledge that the real estate brokers and salespersons involved in the sale of the Property have no duty to ascertain or verify the date of construction and assume no such duty or responsibility. Seller and Buyer agree, represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless the requirements of the Act have been complied with prior to the execution of this Contract by Seller and Buyer. Seller and Buyer represent and warrant that each intended, as a material term of the offer and acceptance that the requirements of the Act be complied with as an express condition of the formation of a binding and enforceable contract by and between the parties. Buyer and Seller acknowledge by their respective initials below that they have read and understand the provisions of this Paragraph 9.

DE  
**Seller's Initials**

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

**10. 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: Not owner occupied.

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11. **SMOKE DETECTORS:** Pursuant to Montgomery County Code, the Seller is required to have working smoke detectors on all levels with bedrooms. 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.** Does this Property have either a dual-powered smoke detector or a battery-powered smoke detector?

Yes  No  Unknown

Certain municipalities have requirements exceeding those of Montgomery County; see municipality website for additional disclosures.

12. **HISTORIC PRESERVATION:**

Check questionable properties' status with the Montgomery County Historic Preservation Commission (301-563-3400) or go to <http://www.montgomeryplanning.org/historic/index.shtm>, to check applicability. Potential 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.

Has the Property been designated as an historic site in the master plan for historic preservation? <input checked="" 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. <u>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.</u>	
Buyer _____	Buyer _____

13. **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).

14. **MODERATELY-PRICED DWELLING UNIT:** Is the Property part of the Moderately-Priced Dwelling Unit Program in Montgomery County?  Yes  No. In City of Rockville?  Yes  No. If yes to either question, Seller to indicate month and year of initial offering: \_\_\_\_\_. If initial offering is after March 20, 1989, the

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prospective Buyer and Seller should contact the appropriate jurisdictional agency to ascertain the legal buying and selling restrictions on the Property.

**15. UNDERGROUND STORAGE TANK:** For information regarding Underground Storage Tanks and the procedures for their removal or abandonment, contact the Maryland Department of the Environment. [www.mde.state.md.us](http://www.mde.state.md.us)  
Does the Property contain an unused underground storage tank?

Yes  No  Unknown. If yes, explain when, where and how it was abandoned: \_\_\_\_\_

**16. TAKOMA PARK RENTAL HOUSING LAWS:** The sale of any residential rental property located within the city limits of Takoma Park **must** contain a notice concerning the city's rental laws along with copies of certain rent reports and rental licensing inspection reports. **GCAAR Form #1357** recites the applicable laws and identifies the reports that must be attached. **This property is**  **is not**  **subject to the Takoma Park Rental Housing Law Notice requirements.**

**17. AGRICULTURAL ZONE DISCLOSURE NOTICE:** Sellers of Montgomery County properties that are located in, adjoin or confront an area that is zoned agricultural must make certain disclosures to potential Buyers. These disclosures are contained in **GCAAR Form #1361**, 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 Zone Disclosure requirement. Additional information can be obtained at [http://www.mcmaps.org/notification/agricultural\\_lands.aspx](http://www.mcmaps.org/notification/agricultural_lands.aspx). **This property is**  **is not**  **subject to the Agricultural Zone Disclosure Notice requirements.**

**18. NOTICE CONCERNING CONSERVATION EASEMENTS:** If the Property is encumbered by a Conservation Easement as defined in Section 10-705 of the Real Property Article, Annotated Code of Maryland, the contract must contain a notice concerning the easement, which is contained in an attached addendum. This Paragraph does not apply to the sale of property in an action to foreclose a mortgage or deed of trust. (If the Property is encumbered by a Conservation Easement: **See Conservation Easement Addendum GCAAR Form #1359**). **This property is**  **is not**  **subject to a Conservation Easement.**

**19. GROUND RENT:** If the Property is subject to ground rent and the ground rent is not timely paid, the ground lease holder (i.e., the person to whom the ground rent is payable) may bring an action under Section 8-402.3 of the Real Property Article, Annotated Code of Maryland. As a result of this action, a lien may be placed upon the property. If the Property is subject to ground rent, Sections 14-116 and 14-116.1 of the Real Property Article provide the purchaser, upon obtaining ownership of the Property, with certain rights and responsibilities relative to the ground rent. (If the Property is subject to ground rent: **See Property Subject to Ground Rent Addendum, GCAAR Form #1360**.) **This property is**  **is not**  **subject to Ground Rent.**

**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 4/1/07. Buyer should be aware of the fact that most properties in Montgomery County are within five (5) miles of an airport or heliport installation. Refer to the FAA website for a current list: [http://www.faa.gov/airports/airport\\_safety/airportdata\\_5010](http://www.faa.gov/airports/airport_safety/airportdata_5010).

**Montgomery County**

Bethesda Naval Medical Hospital Heliport, 8901 Rockville Pike, Bethesda, MD 20889  
Davis Airport, 7200 Hawkins Creamery Road, Laytonsville, MD 20879  
Dow Jones & Company, Inc., 11501 Columbia Pike, Silver Spring, MD 20904  
Federal Support Center Heliport, 5321 Riggs Road, Gaithersburg, MD 20882  
Flying M Farms, 24701 Old Hundred Road, Comus, MD 20842  
IBM Corporation Heliport, 18100 Frederick Avenue, Gaithersburg, MD 20879  
Maryland State Police Heliport, 16501 Norwood Road, Sandy Spring, MD 20860  
Montgomery County Airpark, 7940 Airpark Road, Gaithersburg, MD 20879  
Shady Grove Adventist Hospital, 9901 Medical Center Drive, Rockville, MD 20850  
Suburban Hospital, 8600 Old Georgetown Road, Bethesda, MD 20814  
Waredaca Farm, 4015 Damascus Road, Gaithersburg, MD 20760  
Washington Adventist Hospital, 7600 Carroll Avenue, Takoma Park, MD 20912

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**Prince George's County**

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

**Frederick County**

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

**Carroll County**

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

**District of Columbia**

Children's National Medical Center, 111 Michigan Avenue, NW, 20010  
Georgetown University Hospital, 3800 Reservoir Road, NW, 20007  
Metropolitan Police, Dist. 2, 3320 Idaho Avenue, NW, 20007  
Metropolitan Police, Dist. 3, 1620 V Street, NW, 20007  
Michael R. Nash, 50 Florida Avenue, NE 20002  
National Presbyterian Church, 4101 Nebraska Avenue, NW, 20016  
Ronald Reagan Washington National Airport, Arlington County 20001  
Sibley Memorial Hospital, 5255 Loughboro Road, NW, 20016  
Steuart Office Pad, Steuart Petroleum Co., 4640 40<sup>th</sup> Street, NW, 20016  
Walter Reed Hospital, 6825 16<sup>th</sup> Street, NW, 20012  
Washington Hospital Center, 110 Irving Street, NW, 20010  
Washington Post, 1150 15<sup>th</sup> Street, NW, 20017

**Virginia**

Leesburg Executive, 1001 Sycolin Road, Leesburg, 22075  
Loudoun Hospital Center, 224 Cornwall, NW, Leesburg, 22075  
Ronald Reagan Washington National Airport, Arlington County 20001

21. **ENERGY EFFICIENCY DISCLOSURE NOTICE:** Before signing a contract for the sale of a single-family home, Sellers of Montgomery County properties must provide Buyers with:

A. 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://gcaar.com/news\\_ektid5454.aspx](http://gcaar.com/news_ektid5454.aspx)
- [www.Energystar.gov/homeperformance](http://www.Energystar.gov/homeperformance)
- [www.Lighterfootstep.com](http://www.Lighterfootstep.com)
- [www.Goinggreenathome.org](http://www.Goinggreenathome.org)

B. Copies of electric, gas and home heating oil bills **OR** cost and usage history for the single-family home for the immediate prior 12 months, unless the single-family home was unoccupied for the entire prior 12 months.

Has the home been owner-occupied for the immediate prior 12 months?  Yes  No. If No, the seller must provide the buyer with the required information for that part of the prior 12 months, if any, that the seller occupied the single-family home. Sellers may use GCAAR Form #932 to disclose the utility costs and usage history.

Buyer acknowledges that they have been provided with the information as stated in A and B above. Buyer's acknowledgment \_\_\_\_\_ (initials)

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LEAD PAINT ADDENDUM

This Addendum made and entered into on this 6th day of 2011206, 2011 by and between, Domenica Cicala, Landlord, and , Tenant, is to verify that all information on lead-based paint and lead-based paint hazards are fully disclosed.

LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. Further, under Maryland's Lead Poisoning Prevention Program, owners/agents of property constructed prior to 1950 must provide you with a lead poisoning information packet and also comply with all federal disclosure rules. The owner's obligations under Maryland law include but are not limited to, testing, clean-up, inspection and certification with the Maryland Department of the Environment.

LESSOR'S DISCLOSURE ( ) Lessor Initial

- (a) Presence of lead-based paint or lead-based paint hazards (check one below):
[ ] Known Lead-based paint and/or lead-based paint hazards are present in housing. (Explain)
[ ] Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
(b) Records and reports available to Lessor (check one below):
[ ] Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and /or lead-based hazards in the housing (list documents below).
[ ] Lessor has no reports or records pertaining to lead-based paint hazards in housing.
(c) Knowledge of flaking, loose or peeling paint.
[ ] Lessor has no knowledge of chipping, flaking, peeling or deteriorating paint in the premises.
[ ] Lessor has knowledge of chipping, flaking, peeling or deteriorating paint in the premises.

LESSEE'S ACKNOWLEDGEMENT ( )

- (c) Lessee has received copies of all information listed above.
(d) Lessee has received the pamphlet Protect your Family from Lead in Your Home.

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\_\_\_\_ (e) Lessee has received Notice of Tenant's Rights, required by Md. Env., Art. 6-823.

AGENT'S ACKNOWLEDGMENT ( )

\_\_\_\_ (f) Agent has informed the Lessor of their obligation under 42 U.S.C. 4582(d),  
Lessor is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY ( )

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

12-6-2011

Date

Domenica Cicala

Lessor Domenica Cicala

12-6-2011

Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee