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

Property Address: 19707 Kildonan Dr, Gaithersburg, MD 20879

PART I. INCLUSIONS/EXCLUSIONS DISCLOSURE:

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, 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. If more than one of an item convey, the number of items is noted. **The items marked YES below are currently installed or offered.**

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

OTHER _____

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 Yves A. Borjas 16/Apr/13 Date

Seller Liliana, Rodriguez-Ortiz Date

PART II. INCLUSIONS/EXCLUSIONS ADDENDUM:

The Contract of Sale dated April 13, 2013 between Seller Yves A. Borjas , Liliana, Rodriguez-Ortiz and Buyer _____ is hereby amended by the incorporation of Part I and II herein, which shall supersede any provisions to the contrary in the Contract.

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

Seller Date Buyer Date

Seller Date Buyer Date

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Weichert REALTORS - Germantown/Upper Montgomery 20400 Observation Drive Germantown, MD 20876 Phone: 301-540-1330 136 Fax: 301-601-0250 Yves A. Borjas
Joaquin Cerritos

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Weichert Realtors

GCAAR GREATER CAPITAL AREA ASSOCIATION OF REALTORS®

REALTOR® EQUAL HOUSING OPPORTUNITY

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 19707 Kildonan Dr, Gaithersburg, MD 20879

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? Since 2007

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 _____

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Joaquin Cerritos

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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 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: _____

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Yves A. Borjas

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: HOA Covenants

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 4-16-13
Yves A. Borjas

Owner _____ Date _____
Liliana, Rodriguez-Ortiz

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 _____

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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 _____ Date _____
Yves A. Borjas

Owner _____ Date _____
Liliana, Rodriguez-Ortiz

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 _____

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

RE: 19707 Kildonan Dr, Gaithersburg, MD 20879
Property Address

LEAD WARNING STATEMENT

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

SELLER'S/LANDLORD'S DISCLOSURE (initial)

YB ____ (a) **Presence of lead-based paint and/or lead-based paint hazards (check one below):**

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

_____

_____

☑ Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

YB ____ (b) **Records and reports available to the seller/landlord (check one below):**

☐ Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

_____

_____

☑ Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER'S/TENANT'S ACKNOWLEDGMENT (initial)

____ (c) Purchaser/Tenant has read the Lead Warning Statement above

____ (d) Purchaser/Tenant has received copies of all information listed above. ☐ Yes ☐ No ☐ None listed

____ (e) Purchaser/Tenant has received the pamphlet Protect Your Family From Lead in Your Home. ☐ Yes ☐ No

____ (f) Purchaser has (check one below):

☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

☑ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT (initial)

____ (g) Agent has informed the seller/landlord of the seller's/landlord's obligations Under 42 U.S.C. 4582(d) and 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.

Seller/Landlord Yves A. Borjas	4-16-13 Date	Buyer/Tenant	Date
Seller/Landlord Liliana, Rodriguez-Ortiz	Date	Buyer/Tenant	Date
Agent Joaquin Cerritos	4-16-13 Date	Agent	Date

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Joaquin Cerritos
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Maryland Lead Poisoning Prevention Program Disclosure
THIS FORM IS A REVISION OF MAR LEAD PAINT FORM
(Use with contracts for the sale of property constructed prior to 1979)

Property Address 19707 Kildonan Dr Gaithersburg, MD 20879

1. Seller hereby discloses that the property ***(Seller to initial applicable lines)*** :

_____ / _____ was constructed prior to 1950; OR

_____ / _____ was constructed between 1950 and 1978; AND

If constructed in 1978 or earlier, _____ / _____ **is** or _____ / _____ **is not** registered in the Program.

2. If the Property was constructed prior to 1950 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer shall be required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer shall be responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants as well as the requirements of qualified offers.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) ***(Seller to initial applicable line)*** _____ / _____ has; or _____ / _____ has **not** occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

_____

_____

If such event has occurred, Seller (***Seller to initial applicable line***)_____ / _____ will; OR _____ / _____ will **not** perform the required treatment prior to transfer of title of the Property to Buyer.

Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. _____ / _____ **(BUYER)**

CERTIFICATION OF ACCURACY

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

Seller Yves A. Borjas	**Date** 4-16-13	**Buyer**	**Date**
Seller Liliana, Rodriguez Ortiz	**Date**	**Buyer**	**Date**
Seller's Agent Joaquin Cerritos	**Date** 4-16-13	**Buyer's Agent**	**Date**

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Phone: 301-540-1330 136 Fax: 301-601-0250 Joaquin Cerritos
Yves A. Borjas

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MARYLAND ASSOCIATION OF REALTORS®

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 April 13, 2013 ,
between Buyer _____
and Seller Yves A. Borjas , Liliana, Rodriguez-Ortiz for Property
known as 19707 Kildonan Dr, Gaithersburg, MD 20879 .

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

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

(A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:

(i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
(ii) Insulation;
(iii) Structural systems, including the roof, walls, floors, foundation and any basement;
(iv) Plumbing, electrical, heating, and air conditioning systems;
(v) Infestation of wood-destroying insects;
(vi) Land use matters;
(vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
(viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
(ix) Whether the 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 YB / _____

Seller YB / _____

REALTOR®

EQUAL HOUSING OPPORTUNITY

Weichert REALTORS - Germantown/Upper Montgomery 20400 Observation Drive Germantown, MD 20876
Phone: 301-540-1330 136 Fax: 301-601-0250 Joaquin Cerritos

Yves A. Borjas

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At the time the disclosure or disclaimer statement is delivered to you ("the buyer"), you are required to date and sign a written acknowledgement of receipt on the disclosure or disclaimer statement which shall be included in or attached to the contract of sale.

Section 10-702 further provides that a buyer who receives the disclosure or disclaimer statement on or before entering into a contract of sale does not have the right to rescind the contract based upon the information contained in the disclosure or disclaimer statement.

You are hereby notified that, in certain circumstances, you have the right to rescind your contract with the seller if the seller fails to deliver to you the written property condition disclosure or disclaimer statement. Section 10-702 provides that a buyer who does not receive the disclosure or disclaimer statement on or before entering into the contract has the unconditional right, upon written notice to the seller or seller's agent:

(i) To rescind the contract at any time before the receipt of the disclosure or disclaimer statement or within 5 days following receipt of the disclosure or disclaimer statement; and
(ii) To the immediate return of any deposits made on account of the contract.

Your right to rescind the contract under Section 10-702 terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application or within 5 days following receipt of a written disclosure from a lender who has received your application for a mortgage loan, if the lender's disclosure states that your right to rescind terminates at the end of that 5 day period.

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

(i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
(ii) Occupancy, in the event of a lease with option to purchase.

The information contained in the property condition disclosure statement is the representation of the seller and not the representation of the real estate broker or sales person, if any. A disclosure by the seller is not a substitute for an inspection by an independent professional home inspection company. You should consider obtaining such an inspection. The information contained in a disclosure statement by the seller is not a warranty by the seller as to the condition of the property of which condition the seller has no actual knowledge or other condition, including latent defects, of which the seller has no actual knowledge. The seller is not required to undertake or provide an independent investigation or inspection of the property in order to make the disclosures required by Section 10-702. The seller is not liable for an error, inaccuracy or omission in the disclosure statement if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the seller or was provided to the seller by a third party as specified in Section 10-702(i) or (j).

You may wish to obtain professional advice about the property or obtain an inspection of the property.

The undersigned buyer(s) and seller(s) acknowledge receipt of this notice on the date indicated below and acknowledge that the real estate licensee(s) named below have informed the buyer(s) and the seller(s) of the buyer(s)' rights and the seller(s)' obligations under Section 10-702.

Buyer's Signature	Date	Seller's Signature Yves A. Borjas	4-16-13 Date
Buyer's Signature	Date	Seller's Signature Liliana, Rodriguez-Ortiz	Date
Agent's Signature	Date	Agent's Signature Joaquin Cerritos	4-16-13 Date

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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 April 13, 2013, Address 19707 Kildonan Dr, City Gaithersburg, State MD Zip 20879 between Seller Yves A. Borjas , Liliana, Rodriguez-Ortiz 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
- **Maryland-National Capital Area Park and Planning Commission (M-NCPPC)**, 8787 Georgia Avenue, Silver Spring, MD, 20910. Main number: 301-495-4600. Web site: www.mc-mncppc.org
- **City of Rockville**, City Hall, 111 Maryland Ave, Rockville, MD 20850. Main telephone number: 240-314-5000. Web site: www.rockvillemd.gov

1. **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 . 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 or fax request to 240-777-7715.

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Weichert REALTORS - Germantown/Upper Montgomery 20400 Observation Drive Germantown, MD 20876
Phone: 301-540-1330 136 Fax: 301-601-0250 Joaquin Cerritos Yves A. Borjas

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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)**

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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** _____

Complete the following for all boxes checked above:

Name of Project/Subdivision: _____.
Management Company: _____. Telephone: _____.
Regular Periodic Fee: $ 63 per month. 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.shtm for an explanation of the "SPA" legislation and a map detailing protected areas. To determine if a particular property (which is located close to protected areas as designated on this map) is located within the boundaries of a "SPA" contact; spa@mncppc-mc.org, or call 301-495-4540.

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

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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 .**

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** . 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 . 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 .

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
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**

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

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 ___YB___/_____ **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

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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.

_____ / _____ _____ / _____
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: _____.

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

_____ _____
Buyer **Buyer**

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

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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 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 at 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 .
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.**

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20. AIRPORTS AND HELIPORTS: The following list of airports and heliports includes those in Montgomery County and the surrounding area that may be within a five-mile radius of the Property. This list was compiled from data provided by the Washington Airports District Office of the Federal Aviation Administration and was current as of 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 .

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

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 40th Street, NW, 20016
Walter Reed Hospital, 6825 16th Street, NW, 20012
Washington Hospital Center, 110 Irving Street, NW, 20010
Washington Post, 1150 15th 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

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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
www.Energystar.gov/homeperformance
www.Lighterfootstep.com
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)**

22. HEADINGS: 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.

Seller	Date (16 Apr 13)	Buyer	Date
Yves A. Borjas			
Seller	Date	Buyer	Date
Liliana, Rodriguez-Ortiz			

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Homeowners Association (HOA) Seller Disclosure/Resale Addendum for Maryland

(Recommended for the Listing Agreement and required for either the Regional Contract or the MAR Contract)

Address 19707 Kildonan Dr
City Gaithersburg , State MD Zip 20879 Lot: 109
Block/Square: A Unit: Section: Tax ID # 160102563438
Parking Space(s) # Storage Unit(s) # Subdivision/Project:

PART I - SELLER DISCLOSURE:

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

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

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

A. **HOA Fee:** Potential Buyers are hereby advised that the present HOA fee for the subject unit and parking space or storage unit, if applicable, is $ _____ per _____

B. **Special Assessments:** ☐ **No** ☐ **Yes** (If yes, complete 1-4 below.)
1) Reason for Assessment: _____
2) Payment Schedule: $ 63 per month
3) Number of payments remaining _____ as of _____ (Date)
4) **Total Special Assessment balance remaining:** $ _____

C. **Delinquency: Are there any delinquent Fees and/or Special Assessments?** ☐ **No** ☐ **Yes**

D. **Fee Includes:** The following are included in the HOA Fee:
☐ **None** ☐ **Trash** ☐ **Lawn Care** ☐ **Other** _____

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

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

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

☐ Parking Space #(s) _____ ☐ **is** ☐ **is not** Conveyed by Deed. If conveyed by Deed, Lot _____ Block _____ and Tax ID # _____ , Lot _____ Block _____ and Tax ID # _____

☐ Storage Unit #(s) _____ ☐ **is** ☐ **is not** Conveyed by Deed. If conveyed by Deed, Lot _____ Block _____ and Tax ID # _____ , Lot _____ Block _____ and Tax ID # _____

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Weichert REALTORS - Germantown/Upper Montgomery 20400 Observation Drive Germantown, MD 20876
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6. **MANAGEMENT AGENT OR AUTHORIZED PERSON:** The management agent or person authorized by the HOA to provide information to the public regarding the HOA and the Development is as follows:

Name: _____ Phone: _____

Address: _____

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

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

_____

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

_____

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

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

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

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

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

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

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

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

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

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

(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

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(5) A COPY OF:

(I) THE ARTICLES OF INCORPORATION, THE DECLARATION, AND ALL RECORDED COVENANTS AND RESTRICTIONS OF THE PRIMARY DEVELOPMENT, AND OF OTHER RELATED DEVELOPMENTS TO THE EXTENT REASONABLY AVAILABLE, TO WHICH THE PURCHASER SHALL BECOME OBLIGATED ON BECOMING AN OWNER OF THE LOT, INCLUDING A STATEMENT THAT THESE OBLIGATIONS ARE ENFORCEABLE AGAINST AN OWNER'S TENANTS, IF APPLICABLE; AND

(II) THE BYLAWS AND RULES OF THE PRIMARY DEVELOPMENT, AND OF OTHER RELATED DEVELOPMENTS TO THE EXTENT REASONABLY AVAILABLE, TO WHICH THE PURCHASER SHALL BECOME OBLIGATED ON BECOMING AN OWNER OF THE LOT, INCLUDING A STATEMENT THAT THESE OBLIGATIONS ARE ENFORCEABLE AGAINST AN OWNER AND THE OWNER'S TENANTS, IF APPLICABLE.

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

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

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

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

(1) ARCHITECTURAL CHANGES, DESIGN, COLOR, LANDSCAPING, OR APPEARANCE;

(2) OCCUPANCY DENSITY;

(3) KIND, NUMBER, OR USE OF VEHICLES;

(4) RENTING, LEASING, MORTGAGING, OR CONVEYING PROPERTY;

(5) COMMERCIAL ACTIVITY; OR

(6) OTHER MATTERS.

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

Seller _____ 1/6/13 Date

Seller _____ Date

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PART II - RESALE ADDENDUM:

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

1. **DEED AND TITLE/TITLE:** Paragraph is amended to include the agreement of the Buyer to take title subject to commonly acceptable easements, covenants, conditions and restrictions of record contained in HOA instruments, and the right of other owners in the Common Elements of the HOA and the operation of the HOA.

2. **PAYMENT OF FEES AND ASSESSMENTS:** Buyer agrees to pay such Fees and/or other Special Assessments as the Board of Directors or Association of the HOA may from time to time assess against the Unit, Parking Space and Storage Unit (as applicable) for the payment of operating and maintenance or other proper charges. Regarding any existing or levied but not yet collected Special Assessments: The ☐ **Seller** agrees to pay OR ☐ **Buyer** agrees to assume at the time of settlement any Special Assessments as disclosed in the Current Fees and Assessments Paragraph.

3. **ASSUMPTION OF HOA OBLIGATIONS:** Buyer hereby agrees to assume each and every obligation of, to be bound by and to comply with the covenants and conditions contained in the HOA instruments and with the Rules and Regulations and covenants and restrictions of the HOA, from and after the date of settlement hereunder.

4. **RIGHT TO CANCEL: Buyer shall have the right for a period of five (5) days following Buyer's receipt of the HOA documents and statements referred to in the HOA Documents Paragraph to cancel this Contract by giving Notice thereof to Seller. In the event that such HOA documents and statements are delivered to Buyer on or prior to the ratification of this Contract by Buyer, such five (5) day period shall commence upon ratification of this Contract. If the HOA documents and statements are not delivered to Buyer within the 20 day time period referred to in the HOA Documents Paragraph, Buyer shall have the option to cancel this Contract by giving Notice thereof to Seller prior to receipt by Buyer of such HOA documents and statements. Pursuant to the provisions of this paragraph, in no event may the Buyer have the right to cancel this Contract after Settlement.**

Seller	16 Apr 13 Date	Buyer	Date
Seller	Date	Buyer	Date

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