



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, 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 agent.



If either party does not agree to dual agency, the real estate company may 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 or tenant may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer or tenant may choose not to be represented by an agent from 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 or renting 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 agents should be in writing and should explain the duties and obligations of the agent. The agreement should explain how the agent will be paid and any fee-sharing agreements with other 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) 230-6200.

This notice is information required by law and is NOT A CONTRACT.

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

Long & Foster Real Estate, Inc. (Firm Name)

and Carole Levin (Salesperson) are working as:

- seller/landlord's agent
- cooperating agent
- buyer's agent
- dual agent (See Consent for Dual Agency form)

(you may check more than one box)

[Signature] 2/3/10 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.

Signature of agent Date

Name of individual to whom disclosure was made

Name of individual to whom disclosure was made



STATE OF MARYLAND
REAL ESTATE COMMISSION

Consent for Dual Agency

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

When Dual Agency May Occur

The possibility of dual agency arises when:

- The buyer is interested in a property listed by a real estate company; and
- The seller's agent and the buyer's agent work for that same real estate company.

Before the buyer and seller can proceed to be represented by a dual agent, they must both sign a Consent For Dual Agency. If they have previously signed a Consent For Dual Agency, they must affirm their consent for the sale of the particular property to a particular buyer.

Important Considerations Before Making a Decision About Dual Agency

- A dual agent does not exclusively represent either the seller or buyer and there may be a conflict of interest because the interests of the seller and buyer may be different or adverse.
- As a dual agent, the real estate company does not owe undivided loyalty to either the seller or buyer.

Your Choices Concerning Dual Agency

When a dual agency situation in fact arises, the buyer and seller have the following options:

1. **Consent in writing to dual agency.** If all parties consent in writing, the real estate company (the "dual agent") will assign one real estate agent from the company to represent the seller or landlord (the seller's "intra-company agent") and another agent from the company 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.
2. **Do not consent to dual agency.** If either the buyer or the seller, or landlord or tenant, refuses to consent in writing to the dual agency, the real estate company must terminate 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 or tenant may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer or tenant may choose not to be represented by an agent from 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.



Duties of a Dual Agent and Intra-Company Agent

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

- anything the client asks to be kept confidential*,
- that the seller would accept a lower price or other terms,
- that the buyer would accept a higher price or other terms,
- the reasons why a party wants to sell or buy, or
- that a party needs to sell or buy quickly.

* However, like all agents, a dual agent and intra-company agent must disclose any material facts about the property to the other party.

How Dual Agents are Paid

Only the dual agent receives compensation on the sale of a property listed by that company. If a financial bonus is offered to an agent who sells property that is listed with his company, this fact must be disclosed in writing to both the buyer and seller.

I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency, and that if I do not consent, there will not be a dual agency. I hereby voluntarily consent to have Long & Foster Real Estate, Inc. act as dual agent for me as the:
(Firm Name)

seller in the sale of the property at: 6600 Westmoreland Avenue Takoma Park MD 20912

buyer in the purchase of any property listed for sale with the above-referenced firm.

<u>[Signature]</u>	<u>2/13/10</u>	_____	_____
Signature	Date	Signature	Date

AFFIRMATION

The undersigned Seller(s) hereby affirms consent to Dual Agency:

_____	_____	_____	_____
Signature	Date	Signature	Date

The undersigned Buyer(s) hereby affirms consent to dual agency:

_____	_____	<u>6600 Westmoreland Avenue</u>
Signature	Date	<u>Takoma Park, MD 20912</u>
_____	_____	Property Location
Signature	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 6600 Westmoreland Avenue,
 City Takoma Park, State MD Zip 20912 between
 Seller Phillip Belke 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.



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 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 or 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: The Property is located in a Homeowners Association with mandatory fees (HOA), or Condominium Association or Cooperative or Not Applicable. Check as appropriate.

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Name of Project/Subdivision: _____
 Management Company: _____ Telephone: _____
 Regular Periodic Fee: \$ _____ per _____. Special Assessments: \$ _____. Are there any assessments or

Name of Project/Subdivision: _____
 Management Company: _____ Telephone: _____
 Regular Periodic Fee: \$ _____ per _____. Special Assessments: \$ _____. Are there any assessments or

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

4. SPECIAL PROTECTION AREAS (SPA):

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

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.

IN ACCORDANCE WITH MONTGOMERY COUNTY CODE SECTION 14-17, 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.

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

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 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.mc-mncppc.org/info/getmaps.shtml> or at 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 _____ 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.


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: _____

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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.mcparkandplanning.org/historic/index.shtml> 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 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
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. *N/A*

17. AGRICULTURAL 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 www.mcmmaps.org/notification/agricultural_lands.html. 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. www.gcr1.com/5010web/

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 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

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://gcaarocks.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 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.

Buyers acknowledgment _____ (initials)

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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 2/13/10

Buyer _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____

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

Property Address: 8600 Westmoreland Avenue Takoma Park, MD 20912

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 type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>		Furnace Humidifier	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2	Storage Shed
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2	Ceiling Fan	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Garage Opener	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Stove or Range
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Central Vacuum	<input type="checkbox"/>	<input checked="" type="checkbox"/>		w/ remote	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Trash Compactor
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	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"/>	1	Clothes Washer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Hot Tub, Equip, & Cover	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Water Treatment System
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Cooktop	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>		Window Treatments
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Electronic Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Refrigerator (INK) (NEW)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Wood Stove
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Fireplace Screen/Door	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	w/ ice maker				

OTHER BSMT REFRIGERATOR, NEPTUNE WASHER-DRYER DO NOT CONVEY. 2 WALL MOUNTED SPRINGERS IN FAMILY ROOM DO NOT CONVEY

AS IS ITEMS

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

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: Phillip L. Belke Date: 2/13/10

Seller: _____ Date: _____

PART II. Inclusions/Exclusions Addendum

The Contract of Sale dated _____ between Seller Phillip L. Belke 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: Phillip L. Belke Date: _____ Buyer: _____ Date: _____

Seller: _____ Date: _____ Buyer: _____ 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 Phillip Belke
 for Property known as 6600 Westmoreland Avenue Takoma Park, MD 20912

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; Plumbing, electrical, heating, and air conditioning systems;
 - (iv) Infestation of wood-destroying insects;
 - (v) Land use matters;
 - (vi) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
 - (vii) Any other material defects, including latent defects, of which the seller has actual knowledge; and
 - (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 mean 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.



LF110



10/07



MARYLAND PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 6600 Westmoreland Avenue Takoma Park, MD 20912
Legal Description: Lot P20 Block 14

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 Sections 10-702:

1. The initial sale of single family residential 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 Subsection 13-207 of the Tax-Property Article, except land installment contracts of sale under Subsection 13-207(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(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; or
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.
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 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? 3 YRS 2MO.

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

Water Supply	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Well	<input type="checkbox"/> Other _____
Sewage Disposal	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Septic System approved for _____	(# bedrooms)
Garbage Disposal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Dishwasher	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Heating	<input type="checkbox"/> Oil	<input checked="" type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump Age <u>3 yrs</u> <input type="checkbox"/> Other _____
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric <input type="checkbox"/> Heat Pump Age <u>3 yrs</u> <input type="checkbox"/> Other _____
Hot Water	<input type="checkbox"/> Oil	<input checked="" type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric Capacity <u>50</u> Age <u>3 yrs</u> <input type="checkbox"/> Other _____

Please indicate your actual knowledge with respect to the following:

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

COMMENTS: _____

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

COMMENTS: _____

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

Type of roof Asphalt/Flt Shingles Age: 3 YRS AND MODIFIED BURNTED ROOF (AT DRAINAGE) AGE 5 MO.

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 DOES NOT APPLY

COMMENTS: _____

Fire Sprinkler System: Yes No Unknown Does Not Apply

COMMENTS: _____

Are the systems in operating condition? Yes No Unknown N/A

COMMENTS: _____

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

Where? Basement walls (Crawl Space)

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: RADON REMEDIATION SYSTEM INSTALLED

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

COMMENTS: _____

16. Are there any zone violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?
 Yes No Unknown

If yes, specify below.
 COMMENTS: SUBDIVISION OF NEIGHBORHOOD DRIVE (2ND AVE) ENCROACHES ON BACKYARD

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District? Yes No Unknown If yes, specify below.
 COMMENTS: _____

18. Is the property subject to any restriction imposed by a Homeowners Association or any other type of community association? Yes No Unknown If yes, specify below.
 COMMENTS: _____

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 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 Section 10-702 of the Maryland Real Property Article.

Owner Phillip A. Beatty Date 2/13/10
 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 Section 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 representation and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects as 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 described above 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 Section 10-702 of the Maryland Real Property Article.

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

Owner _____ Date _____

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 Section 10-702 of the Maryland Real Property Article.

Purchaser _____ Date _____

Purchaser _____ Date _____





MARYLAND LEAD PAINT DISCLOSURE AND NOTICE STATEMENT

(Use with contracts for the sale of property constructed prior to 1979)

RE: 6600 Westmoreland Avenue Takoma Park, MD 20912
Property Address

DISCLOSURE

1. Seller represents that the above described Property may contain lead paint such that said Property may be subject to the Maryland Lead Poisoning Prevention Program Act contained in the Maryland Code, Environment Article, Sections - 6-801 et seq. (1996 Repl. Vol) (the "Maryland Lead Act").
2. If Seller has had the subject property inspected pursuant to the Maryland Lead Act, and such inspection revealed conditions which require remedial actions, (i.e., risk reduction obligations), Seller represents as follows:

Seller to check applicable statement(s) :

a) Seller has the following outstanding risk reduction obligations:

b) Seller will complete the outstanding risk reduction obligations prior to settlement.

c) Seller will not complete the outstanding risk reduction obligations prior to settlement.

In the event that none of the foregoing boxes have been checked, this shall constitute Seller's representation that either (1) the subject property has not been inspected pursuant to the Maryland Lead Act, or (2) if the subject property has been inspected pursuant to the Maryland Lead Act, either inspection did not result in the imposition of any risk reduction obligations or all risk reduction obligations have been completed.

All outstanding obligations not completed by Seller will become Buyer's responsibility after settlement if the property remains rental property or is converted to rental property.

NOTICE

1. In the event that Buyer intends to occupy the Property, but converts the Property to rental use in the future, Buyer is advised that Buyer must register the property with the Maryland Department of the Environment within 30 days following conversion of the Property to rental Property and will therefore be subject to all requirements of the Maryland Lead Act at the time of such conversion.
2. In the event the Property is currently rented and will continue to be rented, Buyer is advised that Buyer must register the Property with the Maryland Department of the Environment within 30 days of settlement and will be subject to all requirements of the Maryland Lead Act at the time of settlement.

[Signature] 2/13/10 _____
 Seller Date Seller Date

By signing below, Buyer acknowledges receipt of the within Disclosure and Notice Statement prior to ratification of a Contract for the purchase of the subject property.

 Buyer Date Buyer Date





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

For the sale of Property at: 6800 Westmoreland Avenue Takoma Park, MD 20912
Property Address

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

- Property (all portions) was constructed after January 1, 1978. (If initialed, complete section V only.) Year Constructed: 1928
- Property (any portion) was constructed before January 1, 1978. (If initialed, complete all sections.)
- Seller is unable to represent and warrant the age of the property. (If initialed, complete all sections.)

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

Lead Warning Statement

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

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

a. Presence of lead-based paint and/or lead-based paint hazards (initial and complete (i) or (ii) below):

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

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

b. Records and reports available to the Seller (initial and complete (i) or (ii) below):

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

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

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

- c. Purchaser has read the Lead Warning Statement above.
- d. Purchaser has received copies of all information listed above. (if none listed, check here.)
- e. Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- f. Purchaser has (each Purchaser initial (i) or (ii) below):

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

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

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

V. Certification of Accuracy

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

Seller [Signature] Date 2-13-10

Purchaser _____ Date _____

Seller [Signature] Date 2-13-10
Agent _____ Date _____

Purchaser _____ Date _____
Agent _____ Date _____





Executive Offices
11351 Random Hills Rd.
Fairfax, VA 22030
(703) 359-1500

Office: Bethesda Avenue
Address: 4733 Bethesda Avenue
Bethesda MD 20814
Phone: (240) 497-1700

Notice to Buyer Concerning the Intercounty Connector

Buyer is advised that properties in this area may or may not be located near the Intercounty Connector, a highway which will link central and eastern Montgomery County with northwest Prince George's County. Construction is set to begin in the Fall of 2007. Buyer has the right to examine, prior to signing this Contract, applicable plans including approved maps showing the proposed location of the highway. For information on the project schedule and planned routes Buyer may contact the Maryland Department of Transportation or go to www.iccproject.com.

Buyer _____ / _____
Date

Seller *Phillip L. Bellke* 2/13/10
Phillip L. Bellke Date

Buyer _____ / _____
Date

Seller _____ / _____
Date





COMMISSION, FEE SHARING AND BONUS DISCLOSURE

Real Property located

6600 Westmoreland Avenue

Takoma Park, MD 20912

Sales Associate

Carole Levin

1. Commissions to Long and Foster Real Estate, Inc. are paid as negotiated in listing agreements, buyer representation agreements, other written agreements or through MLS.

2. Seller(s) and/or Buyers(s) acknowledge that they have been informed that Long and Foster Real Estate, Inc. has a Company policy that provides for the payment of a monetary bonus in addition to the Company commission schedule to Long and Foster Real Estate, Inc. sales associates for the sale of property listed with Long and Foster Real Estate, Inc..

3. Fee-sharing arrangements with other agents:

Company

Sales Associate

Company

Sales Associate

4. Seller-paid Bonuses. The Seller has agreed to pay a bonus to the selling company to be disbursed according to company policy.

CHECK ONLY IF THERE IS A SELLER PAID BONUS.

Date:

Buyer(s)

Date:

2/13/10

Seller(s)



REAL PROPERTY CONSOLIDATED TAX BILL
LEVY YEAR 2009
ANNUAL BILL
TAX PERIOD 07/01/2009-06/30/2010

ACCOUNT NUMBER	BILL NO.	PROPERTY ADDRESS	MORTGAGE	OCCUPANCY
03170941	29282486	6600 WESTMORELAND AVE	WACHOVIA MORTGAGE	PRINCIPAL RESIDENCE
PROPERTY DESCRIPTION		BEILKE, PHILLIP L		
PINECREST		6600 WESTMORELAND AVE TAKOMA PARK, MD 20912-4739		

LOT	P20	TAX DESCRIPTION	ASSESSMENT RATE	TAX/CHARGE
BLOCK	14	STATE PROPERTY TAX	502,220 .112*	562.49
DISTRICT	13	COUNTY PROPERTY TAX	502,220 .913*	4,585.26
SUB	025	TAKOMA PARK PROPERTY TAX	502,220 .580*	2,912.88
CLASS	R074	SOLID WASTE CHARGE	24.45	24.45
REFUSE AREA	R40	TOTAL		8,085.08
REFUSE UNIT	1	CREDIT DESCRIPTION	ASSESSMENT RATE	AMOUNT
		COUNTY PROPERTY TAX CREDIT		-690.00
		TOTAL CREDITS		-690.00
PRIOR PAYMENTS ****				7395.08
INTEREST				
TOTAL AMOUNT				0
Amount Due by 2/28/2010				0

 Buyer Date

 Buyer Date

Montgomery County MD - Estimated Real Property Tax System

Page 1 of 1

Printed on: Tuesday, February 16, 2010



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

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

ACCOUNT NUMBER:		03170941		
PROPERTY:	OWNER NAME	BEILKE, PHILLIP L		
	ADDRESS	6600 WESTMORELAND AVE TAKOMA PARK, MD 20912-4739		
	TAX CLASS	74		
	REFUSE INFO	Refuse Area: R40 Refuse Unit: 1		
TAX INFORMATION:				
TAX DESCRIPTION	FY11 PHASE-IN VALUE₁	FY10 RATE₂	ESTIMATED FY11 TAX/CHARGE	
STATE PROPERTY TAX	443,500	.112	496.72	
COUNTY PROPERTY TAX ₃	443,500	.913	4,049.16	
TAKOMA PARK PROPERTY TAX	443,500	.580	2,572.30	
SOLID WASTE CHARGE ₄		24.45	24.45	
ESTIMATED TOTAL₆			7,142.63	

- 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.
- 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".
- County Property Tax is the sum of the General Fund tax and several special fund taxes.
- 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.
- 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.
- You must update the estimate for the property taxes and other non-tax charges
 - Every July 1, because the tax rates, phase-in values, and other non-tax charges will or may change; AND ALSO
 - 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.
- 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.
- The Proposed Estimated Total includes all actual and proposed taxes and non-tax charges relative to this property.

Buyer

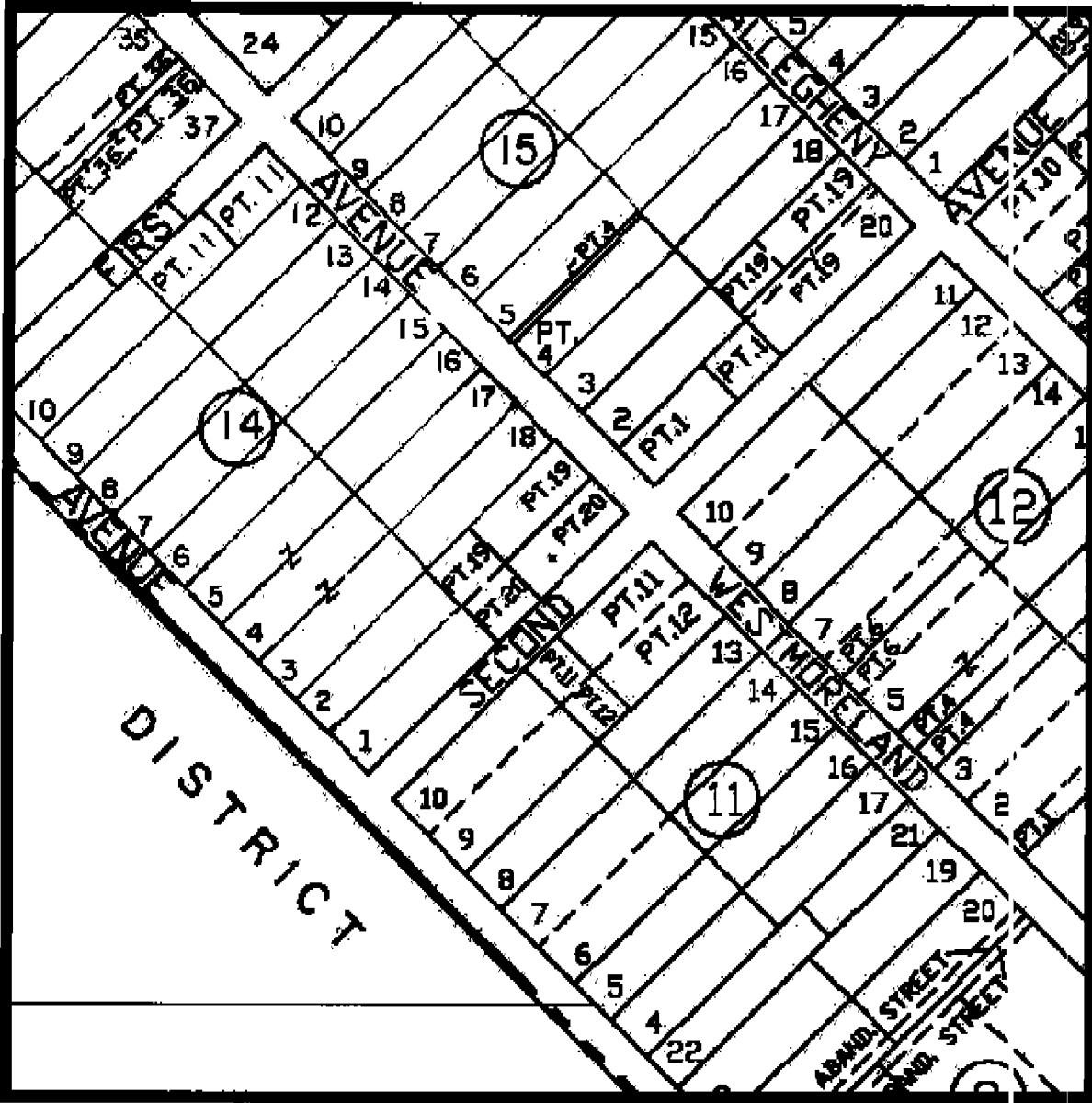
Date

Buyer

Date

 <p>Maryland Department of Assessments and Taxation MONTGOMERY COUNTY Real Property Data Search</p>	Go Back
	View Map
	New Search

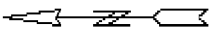
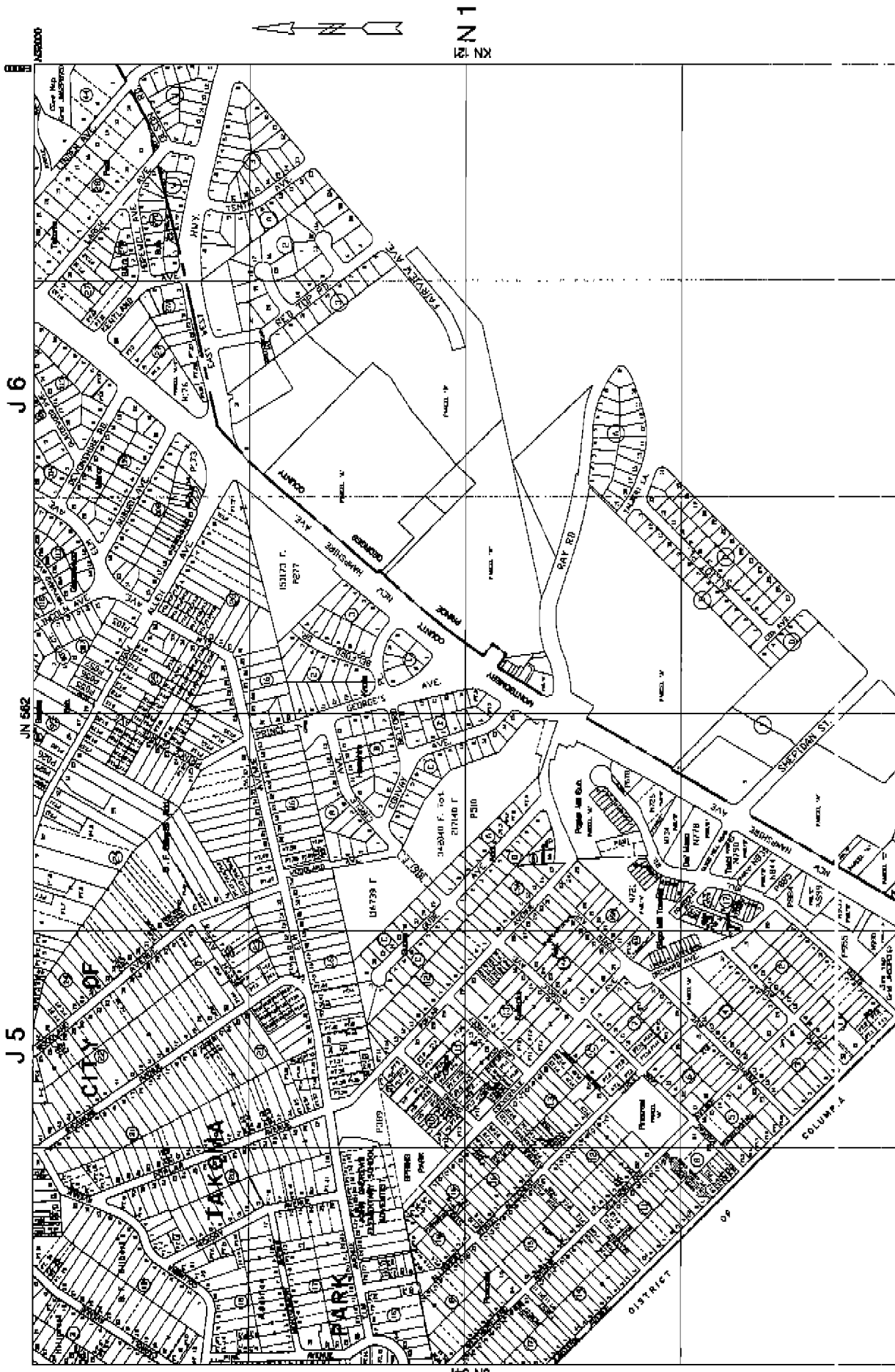
District - 13 Account Number - 03170941



The information shown on this map has been compiled from deed descriptions and plats and is not a property survey. The map should not be used for legal descriptions. Users noting errors are urged to notify the Maryland Department of Planning Mapping, 301 W. Preston Street, Baltimore MD 21201.

If a plat for a property is needed, contact the local Land Records office where the property is located. Plats are also available online through the Maryland State Archives at www.plats.net.

Property maps provided courtesy of the Maryland Department of Planning ©2003. For more information on electronic mapping applications, visit the Maryland Department of Planning web site at www.mdp.state.md.us/OurProducts/OurProducts.shtml



N
KN 121

J 6

J 5

JN 562

N
JN 341

J 6

J 5

JN 563

MAP JN 561
WSS.C. 208 NE 01
Locality: TAKOMA PARK

MONTGOMERY CO.,
MARYLAND



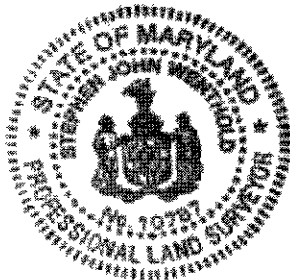
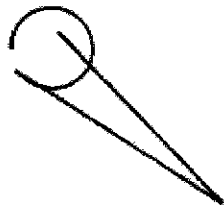
PROPERTY	OWNER	ADDRESS	APPLICANT	DATE	STATUS
10173 F	PE77	10173 F			
10174 F	PE77	10174 F			
10175 F	PE77	10175 F			
10176 F	PE77	10176 F			
10177 F	PE77	10177 F			
10178 F	PE77	10178 F			
10179 F	PE77	10179 F			
10180 F	PE77	10180 F			
10181 F	PE77	10181 F			
10182 F	PE77	10182 F			
10183 F	PE77	10183 F			
10184 F	PE77	10184 F			
10185 F	PE77	10185 F			
10186 F	PE77	10186 F			
10187 F	PE77	10187 F			
10188 F	PE77	10188 F			
10189 F	PE77	10189 F			
10190 F	PE77	10190 F			
10191 F	PE77	10191 F			
10192 F	PE77	10192 F			
10193 F	PE77	10193 F			
10194 F	PE77	10194 F			
10195 F	PE77	10195 F			
10196 F	PE77	10196 F			
10197 F	PE77	10197 F			
10198 F	PE77	10198 F			
10199 F	PE77	10199 F			
10200 F	PE77	10200 F			



SCALE IN FEET
0 200 400

THIS MAP WAS PREPARED BY COMPUTER THAT MAY NOT BE CORRECT
ON THE DATE OF PRINTING. THE USER SHALL BE RESPONSIBLE FOR
VERIFYING THE ACCURACY OF THE INFORMATION SHOWN ON THIS
MAP. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE
ACCURACY OF THE INFORMATION SHOWN ON THIS MAP.

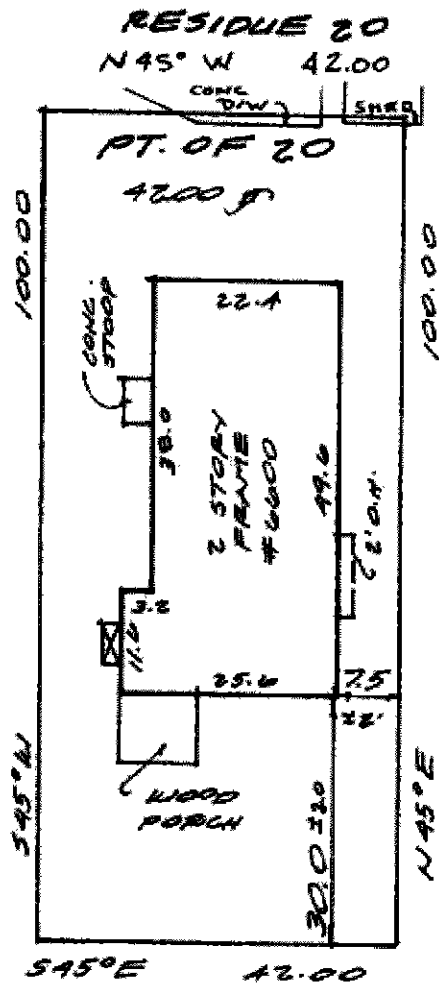
88



NOTE: NO EVIDENCE OF PROPERTY CORNERS WAS FOUND. APPARENT OCCUPATION IS SHOWN. ENCROACHMENTS/ENCUMBRANCES MAY EXIST WHICH CANNOT BE DETERMINED WITHOUT BENEFIT OF A BOUNDARY SURVEY.

Property predates modern day zoning.

2ND AVENUE



19

WESTMORELAND AVENUE

Date: 11-22-06 Scale: 1/2" = 20' Dm: B.D.
Plat Book: 2
Plat No.: 15 NO TITLE REPORT FURNISHED
Work Order: 06-5182
Address: 6600 WESTMORELAND AVENUE
District: 13
Jurisdiction: MONTGOMERY COUNTY, MD

Surveyor's Certification:

I hereby certify that the survey shown hereon is correct to the best of my knowledge and that, unless noted otherwise, it has been prepared utilizing description of record. This survey is not a boundary survey and the location or existence of property corners is neither guaranteed nor implied. Fence lines, if shown, are approximate in location. Building restriction lines shown are as per available information and are subject to the interpretation of the originator.

Stephen V. Birchard

LOCATION DRAWING
PART OF LOT 20
BLOCK 14
PINECREST
REV 1



Meridian Surveys, Inc.
811 Russell Avenue
Suite #303
Gaithersburg, MD 20879
(301) 721-9400

NOTE: This plat is of benefit to a consumer only insofar as it is required by a lender or a title insurance company or its agent in connection with contemplated transfer, financing or refinancing. This plat is not to be relied upon for the establishment or location of fences, garages, buildings, or other existing or future improvements. This plat does not provide for the accurate identification of property boundary lines, but such identification may not be required for the transfer of title or securing financing or refinancing.