



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 01/27/10
 between Buyer _____
 and Seller Michael Meyer, Michelle Meyer
 for Property known as 10012 Sterling Terrace Rockville, MD 20850

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;
 - (viii) 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.

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.

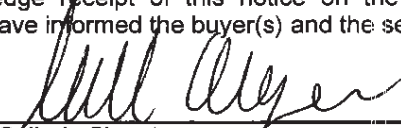
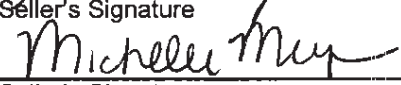

Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (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.

_____	_____		<u>1/27/10</u>
Buyer's Signature	Date	Seller's Signature	Date
_____	_____		<u>1/27/10</u>
Buyer's Signature	Date	Seller's Signature	Date
_____	_____		<u>1-27-10</u>
Agent's Signature	Date	Agent's Signature	Date

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MARYLAND PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 10012 Sterling Terrace Rockville, MD 20850
Legal Description: Lot 60, Block 1 - Discoverly Adventure

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?

9 years

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

Water Supply: [X] Public [] Well [] Other
Sewage Disposal: [X] Public [] Septic System approved for _____ (# bedrooms)
Garbage Disposal: [X] Yes [] No
Dishwasher: [X] Yes [] No
Heating: [] Oil [X] Natural Gas [] Electric [] Heat Pump Age _____ [] Other _____
Air Conditioning: [] Oil [] Natural Gas [X] Electric [] Heat Pump Age _____ [] Other _____
Hot Water: [] Oil [X] Natural Gas [] Electric Capacity _____ Age _____ [] Other _____

Please indicate your actual knowledge with respect to the following:

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

COMMENTS:

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

COMMENTS:

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

Type of roof original Age: _____

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

COMMENTS:

4. Other Structural Systems, including Exterior Walls and Floors:

COMMENTS: Basement ceiling was repaired due to an old kitchen leak.

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:

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

COMMENTS: _____

Any treatments or repairs?
Any warranties?

Yes No Unknown
 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 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: _____

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: Decorative

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 [Signature] Date 1/27/10
Owner Michelle May Date 1/27/10

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 _____



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

Property Address: 10012 Sterling Terrace

Rockville, MD 20850

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 type="checkbox"/>	<input checked="" type="checkbox"/>		Satellite Dish
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Built-in Microwave	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Furnace Humidifier	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Storage Shed
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2	Ceiling Fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Garage Opener	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Stove or Range
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Central Vacuum	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	w/ remote	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Trash Compactor
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Clothes Dryer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Gas Log	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Wall Oven
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Clothes Washer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Hot Tub, Equip, & Cover	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Water Treatment System
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Cooktop	<input 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	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Wood Stove
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Fireplace Screen/Door	<input checked="" type="checkbox"/>	<input type="checkbox"/>		w/ ice maker <i>(asis)</i>				

OTHER

AS IS ITEMS

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

ice maker

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.

Michael Meyer 1/29/10
Seller **Michael Meyer** Date

Michelle Meyer 1/27/10
Seller **Michelle Meyer** Date

PART II. Inclusions/Exclusions Addendum

The Contract of Sale dated _____ between Seller **Michelle Meyer** and Buyer **Michael Meyer** 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 **Michael Meyer** Date

Buyer Date

Seller **Michelle Meyer** Date

Buyer Date





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

For the sale of Property at: 10012 Sterling Terrace Rockville, MD 20850
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):

- mm mm Property (all portions) was constructed **after January 1, 1978**. (If initialed, complete section V only.) Year Constructed: 1990
- _____ 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)
 - (ii) _____ 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)
 - (ii) _____ 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.

[Signature] 1/27/10
Seller Date

[Signature] 1/27/10
Seller Date

[Signature] 1-27-10
Agent Date

Purchaser Date

Purchaser Date

Agent Date





MARYLAND LEAD PAINT DISCLOSURE AND NOTICE STATEMENT

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

RE: 10012 Sterling Terrace, Rockville, MD 20850

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] 1/27/10
Seller Date

[Signature] 1/27/10
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





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 10012 Sterling Terrace,
City Rockville, State MD Zip 20850 between
Seller Michael Meyer 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 and accurate to the best of his knowledge as of the date signed. 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.



LF312

GCAAR # 900 - REA Disclosure
(Previously form # 1302)

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1/2009 (Edited 1/26/09)

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.

Name of Project/Subdivision: Decordova I HOA
 Management Company: Management Group, Telephone: 301-448-6666
 Regular Periodic Fee: \$ 103 per month. 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 www.mc-mncppc.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.

NOTICE OF SPECIAL TAX OR ASSESSMENT: 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. **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 acknowledgement of receipt of both tax disclosures _____ (initials)

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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 _____.

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

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.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.

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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 MM MM 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.

MM MM
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.mcparkandplanning.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 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. 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 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.mcmaps.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**.

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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

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

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

Address 10012 Sterling Terrace Rockville, MD 20850

Month	Year		Electric	Gas	Heating Oil
JAN	09	Total Cost:	\$ 253.51	185.36	
		Total Usage:	1610	161	
Feb	09	Total Cost:	\$ 225.26	\$ 233.37	
		Total Usage:	1410	198	
MARCH	09	Total Cost:	\$ 243.39	\$ 177.23	
		Total Usage:	1510	152	
April	09	Total Cost:	\$ 166.30	\$ 123.95	
		Total Usage:	1150	78	
May	09	Total Cost:	\$ 183.86	\$ 53.47	
		Total Usage:	1250	35	
June	09	Total Cost:	\$ 205.32	\$ 40.60	
		Total Usage:	1250	25	
July	09	Total Cost:	\$ 273.25	\$ 33.18	
		Total Usage:	1600	19	
AUG	09	Total Cost:	\$ 249.72	\$ 33.18	
		Total Usage:	1680	19	
Sept	09	Total Cost:	\$ 270.30	\$ 35.46	
		Total Usage:	1520	21	
Oct	09	Total Cost:	\$ 175.97	\$ 37.05	
		Total Usage:	1010	23	
Nov	09	Total Cost:	\$ 166.25	\$ 96.15	
		Total Usage:	1090	67	
Dec	09	Total Cost:	\$ 201.30	\$ 130.70	
		Total Usage:	1340	109	
Jan	10	Total Cost:	\$ 262.43	\$ 229	
		Total Usage:	1770	187	
		Total Cost:			
		Total Usage:			
		Total Cost:			
		Total Usage:			

Seller/Owner *Michael Meyer* Date 1/27/10
 (Indicate if sole owner) Michael Meyer
 Seller/Owner *Michelle Meyer* Date 1/27/10
 Michelle Meyer

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Buyers Initials



Maryland Department of Assessments and Taxation
 MONTGOMERY COUNTY
 Real Property Data Search (2007 vw4.3d)

Go Back
 View Map
 New Search

Account Identifier: District - 09 Account Number - 02792857

Owner Information

Owner Name: MEYER, MICHAEL & MICHELLE I **Use:** RESIDENTIAL
Mailing Address: 10012 STERLING TER **Principal Residence:** YES
 ROCKVILLE MD 20850-4621 **Deed Reference:** 1) /19369/ 147
 2)

Location & Structure Information

Premises Address **Legal Description**
 10012 STERLING TER DECOVERLY ADVENTURE
 ROCKVILLE 20850-4621

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plat No:	17028
FS41				72		1	60	3	Plat Ref:	

Special Tax Areas **Town**
Ad Valorem
Tax Class 53

Primary Structure Built	Enclosed Area	Property Land Area	County Use
1990	1,898 SF	3,230.00 SF	116
Stories	Basement	Type	Exterior
2	YES	END UNIT	BRICK

Value Information

	Base Value	Value Phase-in Assessments		
		As Of 01/01/2009	As Of 07/01/2009	As Of 07/01/2010
Land	250,000	200,000		
Improvements:	283,240	256,800		
Total:	533,240	456,800	456,800	456,800
Preferential Land:	0	0	0	0

Transfer Information

Seller: WALKER, STEPHEN P & P B ET AL **Date:** 06/29/2001 **Price:** \$315,000
Type: IMPROVED ARMS-LENGTH **Deed1:** /19369/ 147 **Deed2:**
Seller: STEPHEN P & P B WALKER **Date:** 10/31/1996 **Price:** \$120,000
Type: NOT ARMS-LENGTH **Deed1:** /14471/ 557 **Deed2:**
Seller: **Date:** 11/06/1991 **Price:** \$235,000
Type: IMPROVED ARMS-LENGTH **Deed1:** /10014/ 248 **Deed2:**

Exemption Information

Partial Exempt Assessments	Class	07/01/2009	07/01/2010
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO **Special Tax Recapture:**
Exempt Class: * NONE *

Buyers Initials

Montgomery County MD - Estimated Real Property Tax System

Printed on: Friday, January 29, 2010



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

ACCOUNT NUMBER: 02792857
PROPERTY: OWNER NAME MEYER, MICHAEL & MICHELLE I
ADDRESS 10012 STERLING TER ROCKVILLE, MD 20850-4621
TAX CLASS 53
REFUSE INFO Refuse Area: R17 Refuse Unit: 1

TAX INFORMATION:

Table with 4 columns: TAX DESCRIPTION, FY11 PHASE-IN VALUE, FY10 RATE, ESTIMATED FY11 TAX/CHARGE. Rows include STATE PROPERTY TAX, COUNTY PROPERTY TAX, SOLID WASTE CHARGE, WATER QUAL PROTECT CHG, WSSC CONNECTION FEE CHG, WSSC FRONT FOOT BENEFIT CHG, and ESTIMATED TOTAL.

- 1. Phase in value comes from the data base at the Maryland Department of Assessments and Taxation
2. Tax rates come from the current property tax bill, which also may include several non-tax charges, at the web page of the County Government's Department of Finance
3. County Property Tax is the sum of the General Fund tax and several special fund taxes.
4. All non-tax charges (for example Solid Waste, Water Quality Protection, Bay Restoration Fund, WSSC) are the charges in the current fiscal year.
5. This property is located in an existing development district.
6. You must update the estimate for the property taxes and other non-tax charges
7. This property is located in a proposed development district.
8. The Proposed Estimated Total includes all actual and proposed taxes and non-tax charges relative to this property.

Buyers Initials



REAL PROPERTY CONSOLIDATED TAX BILL

ANNUAL BILL
TAX PERIOD 07/01/2009-06/30/2010
FULL LEVY YEAR
LEVY YEAR 2009

Department of Finance
Division of Treasury
255 Rockville Pike, L-15
(Monroe Street Entrance)
Rockville, MD 20850

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

MEYER, MICHAEL & MICHELLE I
10012 STERLING TER
ROCKVILLE, MD 20850-4621

PRINCIPAL RESIDENCE

Table with columns: BILL DATE (01/29/2010), PROPERTY DESCRIPTION (DECOVERLY ADVENTURE), BILL # (29249463), ACCOUNT # (02792857), REFUSE AREA (R17), REFUSE UNITS (1)

Main tax assessment table with columns: LOT, BLOCK, DISTRICT, SUB, TAX CLASS, TAX DESCRIPTION, ASSESSMENT, RATE, TAX/CHARGE. Includes sub-tables for MORTGAGE INFORMATION and CREDIT DESCRIPTION.

Summary boxes: CURRENT YEAR FULL CASH VALUE TAXABLE ASSESSMENT (456,800) and CONSTANT YIELD RATE INFORMATION (COUNTY RATE OF 0.683 IS MORE THAN THE CONSTANT YIELD RATE OF 0.628 BY 0.055)

YOU CAN VIEW AND PAY YOUR BILL ON THE INTERNET AT www.montgomerycountymd.gov/finance

PLEASE RETAIN THE TOP PORTION FOR YOUR RECORDS.



RETURN THIS PORTION WITH PAYMENT
REAL PROPERTY CONSOLIDATED TAX BILL
TAX PERIOD 07/01/2009 - 06/30/2010
FULL LEVY YEAR

Table with columns: BILL # (29249463)

Make Check Payable to:
Montgomery County, MD

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

Table with columns: ACCOUNT # (02792857), LEVY YEAR (2009), AMOUNT DUE (-0.07)

Buyer's Initials
MEYER, MICHAEL & MICHELLE I
10012 STERLING TER
ROCKVILLE, MD 20850-4621

DUE JAN 31 2010
PLEASE INDICATE AMOUNT BEING PAID

Table with column: AMOUNT PAID

20820099292494630000000000000000000000

OWNER'S DEDICATION

We, the undersigned, owners of the property described hereon, hereby adopt this plan of subdivisions, dedicate the streets to public use, establish the minimum building restriction lines and grant to Montgomery County, MD, slope easements 10 feet wide across all lots adjacent, contiguous and parallel to all streets, right of way lines as required by Montgomery County Ordinance No. 4-115. Said slope easements shall be extinguished at such time as the public improvements on the abutting rights-of-way have been completed and accepted for maintenance by Montgomery County, MD.

Further, we grant to Washington Suburban Sanitary Commission, their successors, agents and assigns, easement designated hereon as "W.S.S.C. Eas't" for the construction, reconstruction, maintenance and operation of water mains, and sanitary sewers and/or appurtenances.

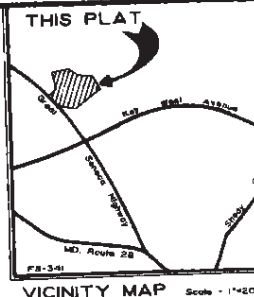
Further, we grant to Potomac Electric Power Company and to Chesapeake and Potomac Telephone Co. of MD, and to their respective successors as Public Utility Easement, designated hereon as "P.U.E.", with said terms and provisions of such Easement, designated hereon as "P.U.E.", with said terms and provisions of such Easement, designated hereon as "P.U.E." and recorded among the Land Records and Provisions for Public Utility Easements and recorded among the Land Records of Montgomery County, MD, in Liber 3834 at Folio 437. Said terms and provisions being incorporated herein by this reference.

Further, we grant to the Home Owners Association, easements designated hereon as "S.D. Eas't", for the construction, reconstruction, maintenance and operation of storm drains and/or appurtenances.

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

NEW ADVENTURE PARTNERSHIP
 Date: 4/18/88
 Marie C. Jones
 John N. Smith, President General Ltd., General Partner

We hereby assent to this plan of subdivision.
 H. H. Anthony, Jr.
 H. H. Anthony, Jr.



SURVEYOR'S and ENGINEER'S CERTIFICATE

I hereby certify that the information shown hereon is to the best of my knowledge and belief, that it is a subdivision of part of the land conveyed to New Adventure Partnership by the following deeds:

- conveyance from Smorl Ltd., a Maryland corporation by deed dated June 8, 1987 and recorded in Liber 7741 of Folio 421, and
- conveyance from Otis D. Costin, Jr., et al, a Delaware corporation by deed dated June 8, 1987 and recorded in Liber 7741 of Folio 395, both of the aforementioned deeds being among the Land Records of Montgomery County, MD, and also being part of the abandonment of Woodway Lane, Discovery Hill Road and Wickford Drive by Circuit Court of Maryland Equity Case # 39382.

The total STREET DEDICATION by this plat is 1.79039 Acres and the TOTAL AREA of this plat which includes 95 LOTS is 13.56794 ACRES.

As to the easement designated property lines only
 May 9, 1988 Donald F. Reamers
 Date: Donald F. Reamers, Property Line Surveyor MD. No. 302

As to the design of roadways and drainage systems
 May 4, 1988 Gregory E. Mand
 Date: Gregory E. Mand, Professional Engineer MD. No. 10979

CURVE DATA						
NO.	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD BEING
1	375.00	717.30	71°28'43"	413.39	671.45	S80°25'08"E
2	375.00	695.00	72°29'53"	465.69	786.69	N60°25'08"W
3	3761.71	298.75	04°33'01"	148.45	298.67	N83°42'09"W

CURVES ARE DESIGNATED BY A NUMBER WITHIN A CIRCLE. Example: (1)

AREA TABULATION		
L. 7741 F. 395	0.20046	Ac.
L. 7741 F. 421	13.36248	Ac.
TOTAL AREA	13.56794	ACRES

LOT AREA					
LOT NO.	AREA sq. ft.	LOT NO.	AREA sq. ft.	LOT NO.	AREA sq. ft.
48	3230	78	3230	109	3230
49	3230	79	3230	110	3230
50	3230	80	3230	111	3230
51	3230	81	3230	112	3230
52	3230	82	3230	113	3230
53	3230	83	3230	114	3230
54	3230	84	3230	115	3230
55	3230	85	3230	116	3230
56	3230	86	3230	117	3230
57	3230	87	3230	118	3230
58	3230	88	3230	119	3230
59	3230	89	3230	120	3230
60	3230	90	3230	121	3230
61	3230	91	3230	122	3230
62	3230	92	3230	123	3230
63	3230	93	3230	124	3230
64	3230	94	3230	125	3230
65	3230	95	3230	126	3230
66	3230	96	3230	127	3230
67	3230	97	3230	128	3230
68	3230	98	3230	129	3230
69	3230	99	3230	130	3230
70	3230	100	3230	131	3230
71	3230	101	3230	132	3230
72	3230	102	3230	133	3230
73	3230	103	3230	134	3230
74	3230	104	3230	135	3230
75	3230	105	3230	136	3230
76	3230	106	3230	137	3230
77	3230	107	3230	138	3230
78	3230	108	3230	139	3230
79	3230	109	3230	140	3230
80	3230	110	3230	141	3230
81	3230	111	3230	142	3230
82	3230	112	3230	143	3230
83	3230	113	3230	144	3230
84	3230	114	3230	145	3230
85	3230	115	3230	146	3230
86	3230	116	3230	147	3230
87	3230	117	3230	148	3230
88	3230	118	3230	149	3230
89	3230	119	3230	150	3230
90	3230	120	3230	151	3230
91	3230	121	3230	152	3230
92	3230	122	3230	153	3230
93	3230	123	3230	154	3230
94	3230	124	3230	155	3230
95	3230	125	3230	156	3230
96	3230	126	3230	157	3230
97	3230	127	3230	158	3230
98	3230	128	3230	159	3230
99	3230	129	3230	160	3230
100	3230	130	3230	161	3230
101	3230	131	3230	162	3230
102	3230	132	3230	163	3230
103	3230	133	3230	164	3230
104	3230	134	3230	165	3230
105	3230	135	3230	166	3230
106	3230	136	3230	167	3230
107	3230	137	3230	168	3230
108	3230	138	3230	169	3230
109	3230	139	3230	170	3230
110	3230	140	3230	171	3230
111	3230	141	3230	172	3230
112	3230	142	3230	173	3230
113	3230	143	3230	174	3230
114	3230	144	3230	175	3230
115	3230	145	3230	176	3230
116	3230	146	3230	177	3230
117	3230	147	3230	178	3230
118	3230	148	3230	179	3230
119	3230	149	3230	180	3230
120	3230	150	3230	181	3230
121	3230	151	3230	182	3230
122	3230	152	3230	183	3230
123	3230	153	3230	184	3230
124	3230	154	3230	185	3230
125	3230	155	3230	186	3230
126	3230	156	3230	187	3230
127	3230	157	3230	188	3230
128	3230	158	3230	189	3230
129	3230	159	3230	190	3230
130	3230	160	3230	191	3230
131	3230	161	3230	192	3230
132	3230	162	3230	193	3230
133	3230	163	3230	194	3230
134	3230	164	3230	195	3230
135	3230	165	3230	196	3230
136	3230	166	3230	197	3230
137	3230	167	3230	198	3230
138	3230	168	3230	199	3230
139	3230	169	3230	200	3230
140	3230	170	3230	201	3230
141	3230	171	3230	202	3230
142	3230	172	3230	203	3230
143	3230	173	3230	204	3230
144	3230	174	3230	205	3230
145	3230	175	3230	206	3230
146	3230	176	3230	207	3230
147	3230	177	3230	208	3230
148	3230	178	3230	209	3230
149	3230	179	3230	210	3230
150	3230	180	3230	211	3230
151	3230	181	3230	212	3230
152	3230	182	3230	213	3230
153	3230	183	3230	214	3230
154	3230	184	3230	215	3230
155	3230	185	3230	216	3230
156	3230	186	3230	217	3230
157	3230	187	3230	218	3230
158	3230	188	3230	219	3230
159	3230	189	3230	220	3230
160	3230	190	3230	221	3230
161	3230	191	3230	222	3230
162	3230	192	3230	223	3230
163	3230	193	3230	224	3230
164	3230	194	3230	225	3230
165	3230	195	3230	226	3230
166	3230	196	3230	227	3230
167	3230	197	3230	228	3230
168	3230	198	3230	229	3230
169	3230	199	3230	230	3230
170	3230	200	3230	231	3230
171	3230	201	3230	232	3230
172	3230	202	3230	233	3230
173	3230	203	3230	234	3230
174	3230	204	3230	235	3230
175	3230	205	3230	236	3230
176	3230	206	3230	237	3230
177	3230	207	3230	238	3230
178	3230	208	3230	239	3230
179	3230	209	3230	240	3230
180	3230	210	3230	241	3230
181	3230	211	3230	242	3230
182	3230	212	3230	243	3230
183	3230	213	3230	244	3230
184	3230	214	3230	245	3230
185	3230	215	3230	246	3230
186	3230	216	3230	247	3230
187	3230	217	3230	248	3230
188	3230	218	3230	249	3230
189	3230	219	3230	250	3230
190	3230	220	3230	251	3230
191	3230	221	3230	252	3230
192	3230	222	3230	253	3230
193	3230	223	3230	254	3230
194	3230	224	3230	255	3230
195	3230	225	3230	256	3230
196	3230	226	3230	257	3230
197	3230	227	3230	258	3230
198	3230	228	3230	259	3230
199	3230	229	3230	260	3230
200	3230	230	3230	261	3230
201	3230	231	3230	262	3230
202	3230	232	3230	263	3230
203	3230	233	3230	264	3230
204	3230	234	3230	265	3230
205	3230	235	3230	266	3230
206	3230	236	3230	267	3230
207	3230	237	3230	268	3230
208	3230	238	3230	269	3230
209	3230	239	3230	270	3230
210	3230	240	3230	271	3230
211	3230	241	3230	272	3230
212	3230	242	3230	273	3230
213	3230	243	3230	274	3230
214	3230	244	3230	275	3230
215	3230	245	3230	276	3230
216	3230	246	3230	277	3230
217	3230	247	3230	278	3230
218	3230	248	3230	279	3230
219	3230	249	3230	280	3230
220	3230	250	3230	281	3230
221	3230	251	3230	282	3230
222	3230	252	3230	283	3230
223	3230	253	3230	284	3230
224	3230	254	3230	285	3230
225	3230	255	3230	286	3230
226	3230	256	3230	287	3230
227	3230	257	3230	288	3230
228	3230	258	3230	289	3230