



## Condominium Seller Disclosure/Resale Addendum for Maryland

*(Required for the Listing Agreement and for either the GCAAR Contract  
or the Maryland REALTORS® Contract)*

Address 501 Hungerford Dr, #P82  
 City Rockville, State MD Zip 20850-1761 Parking Space(s) # PS-2, PS-93  
 Storage Unit(s) # \_\_\_\_\_ Subdivision/Project: The Fitz

**PART I - SELLER DISCLOSURE:**

1. **CURRENT FEES AND ASSESSMENTS:** Fees and assessments as of the date hereof amount respectively to:
  - A. **HOA Fee:** Potential Buyers are hereby advised that the present condominium fee for the subject unit and parking space or storage unit, if applicable, is \$ 487.46 per month.
  - B. **Special Assessments:**  No  Yes (If yes, complete 1-4 below.)
    - 1) Reason for Assessment: \_\_\_\_\_
    - 2) Payment Schedule: \$ \_\_\_\_\_ per \_\_\_\_\_
    - 3) Number of payments remaining \_\_\_\_\_ as of \_\_\_\_\_ (Date)
    - 4) **Total Special Assessment balance remaining:** \$ \_\_\_\_\_
  - C. **Fee Includes:** The following are included in the Condominium Fee:  
 None  Water  Sewer  Heat  Electricity  Gas  Other **Basic TV & Internet Service**
2. **PARKING AND STORAGE:** Parking Space(s) and Storage Unit(s) may be designated by the Association Documents as: 1) General Common Elements for general use (possibly subject to a lease or license agreement), 2) Limited Common Elements assigned for the exclusive use of a particular Condominium Unit, or 3) Conveyed by Deed and separately taxed. The following Parking and/or Storage Units convey with this property:
 

Parking Space #(s) PS-2, PS-93  is  is not separately taxed. If separately taxed, Lot \_\_\_\_\_ Block \_\_\_\_\_ and Tax ID # 03488618, Lot \_\_\_\_\_ Block \_\_\_\_\_ and Tax ID # 03489522

Storage Units #(s) \_\_\_\_\_  is  is not separately taxed. If separately taxed, Lot \_\_\_\_\_ Block \_\_\_\_\_ and Tax ID # \_\_\_\_\_, Lot \_\_\_\_\_ Block \_\_\_\_\_ and Tax ID # \_\_\_\_\_
3. **MANAGEMENT AGENT OR AUTHORIZED PERSON:** The management agent or person authorized by the Condominium to provide information to the public regarding the Condominium and the Development is as follows:  
 Name: MBB Affiliates, LLC Phone: (800)431-5012  
 Address: 1220 L St., NW, Ste 100-343, Washington, DC
4. **UNIT OWNER'S STATEMENT:**  
 For a condominium containing seven (7) or more units:  
 Pursuant to Section 11-135(a) of the Maryland Condominium Act, the undersigned unit owner(s)/Seller(s) make(s) the following statements:
  - A. I/We have no knowledge that any alteration to the described unit or to the limited common elements, if any, assigned to the unit violates any provision of the Declaration, Bylaws, or Rules and/or Regulations of the condominium except as follows: none
  - B. I/We have no knowledge of any violation of the health or building codes with respect to the unit or the limited common elements assigned to the unit except as follows: none
  - C. I/We have no knowledge that the unit is subject to an extended lease under Section 11-137 of the Maryland Condominium Act under local law except as follows: none  
 (An extended lease under Section 11-137 is a lease for up to three (3) years which was entered into with a qualified household containing either a senior citizen or a handicapped citizen when the rental property was converted to a condominium.)

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**-OR -**

**For a condominium containing fewer than seven (7) units:**

Pursuant to Section 11-135(b) of the Maryland Condominium Act, the undersigned unit owner(s)/Seller(s) make(s) the following statements:

I/We have incurred \$ \_\_\_\_\_ as my/our expenses during the preceding twelve (12) months relating to the common elements. (Total payments made to or on behalf of Condominium Association.)

**5. NOTICE (APPLIES ONLY TO A CONDOMINIUM WITH 7 OR MORE UNITS) (CONDO DOCUMENTS):**

**The following notice is applicable only to the resale by a unit owner, other than a developer, of a residential unit in a condominium containing 7 or more units.**

THE SELLER IS REQUIRED BY LAW TO FURNISH TO THE BUYER NOT LATER THAN FIFTEEN (15) DAYS PRIOR TO CLOSING THE CERTAIN INFORMATION CONCERNING THE CONDOMINIUM WHICH IS DESCRIBED IN §11-135 OF THE MARYLAND CONDOMINIUM ACT. THIS INFORMATION MUST INCLUDE AT LEAST THE FOLLOWING:

- (I) A COPY OF THE DECLARATION (OTHER THAN THE PLATS);**
- (II) A COPY OF THE BY-LAWS;**
- (III) A COPY OF THE RULES AND REGULATIONS OF THE CONDOMINIUM;**
- (IV) A CERTIFICATE CONTAINING;**
  1. A STATEMENT DISCLOSING THE EFFECT ON THE PROPOSED CONVEYANCE OF ANY RIGHT OF FIRST REFUSAL OR OTHER RESTRAINT ON THE FREE ALIENABILITY OF THE UNIT, OTHER THAN ANY RESTRAINT CREATED BY THE UNIT OWNER;
  2. A STATEMENT OF THE AMOUNT OF THE MONTHLY COMMON EXPENSE ASSESSMENT AND ANY UNPAID COMMON EXPENSE OR SPECIAL ASSESSMENT CURRENTLY DUE AND PAYABLE FROM THE SELLING UNIT OWNER;
  3. A STATEMENT OF ANY OTHER FEES PAYABLE BY THE UNIT OWNER TO THE COUNCIL OF UNIT OWNERS;
  4. A STATEMENT OF ANY CAPITAL EXPENDITURES APPROVED BY THE COUNCIL OF UNIT OWNERS OR ITS AUTHORIZED DESIGNEE PLANNED AT THE TIME OF CONVEYANCE WHICH ARE NOT REFLECTED IN THE CURRENT OPERATING BUDGET INCLUDED IN THE CERTIFICATE;
  5. THE MOST RECENTLY PREPARED BALANCE SHEET AND INCOME AND EXPENSE STATEMENT, IF ANY, OF THE CONDOMINIUM;
  6. THE CURRENT OPERATING BUDGET OF THE CONDOMINIUM, INCLUDING DETAILS CONCERNING THE AMOUNT OF THE RESERVE FUND FOR REPAIR AND REPLACEMENT AND ITS INTENDED USE, OR A STATEMENT THAT THERE IS NO RESERVE FUND;
  7. A STATEMENT OF ANY JUDGMENTS AGAINST THE CONDOMINIUM AND THE EXISTENCE OF ANY PENDING SUITS TO WHICH THE COUNCIL OF UNIT OWNERS IS A PARTY;
  8. A STATEMENT GENERALLY DESCRIBING INSURANCE POLICIES PROVIDED FOR THE BENEFIT OF THE UNIT OWNERS; A NOTICE THAT THE POLICIES ARE AVAILABLE FOR INSPECTION STATING THE LOCATION AT WHICH THEY ARE AVAILABLE, AND A NOTICE THAT THE TERMS OF THE POLICY PREVAIL OVER THE GENERAL DESCRIPTION;
  9. A STATEMENT AS TO WHETHER THE COUNCIL OF UNIT OWNERS HAS KNOWLEDGE THAT ANY ALTERATION OR IMPROVEMENT TO THE UNIT OR TO THE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT VIOLATES ANY PROVISION OF THE DECLARATION, BY-LAWS, OR RULES OR REGULATIONS;
  10. A STATEMENT AS TO WHETHER THE COUNCIL OF UNIT OWNERS HAS KNOWLEDGE OF ANY VIOLATION OF THE HEALTH OR BUILDING CODES WITH RESPECT TO THE UNIT, THE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT, OR ANY OTHER PORTION OF THE CONDOMINIUM;
  11. A STATEMENT OF THE REMAINING TERM OF ANY LEASEHOLD ESTATE AFFECTING THE CONDOMINIUM AND THE PROVISIONS GOVERNING ANY EXTENSION OR RENEWAL OF IT; AND
  12. A DESCRIPTION OF ANY RECREATIONAL OR OTHER FACILITIES WHICH ARE TO BE USED BY THE UNIT OWNERS OR MAINTAINED BY THEM OR THE COUNCIL OF UNIT OWNERS, AND A STATEMENT AS TO WHETHER OR NOT THEY ARE TO BE A PART OF THE COMMON ELEMENTS; AND

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- (V) **STATEMENT BY THE UNIT OWNER AS TO WHETHER THE UNIT OWNER HAS KNOWLEDGE:**
  1. THAT ANY ALTERATION TO THE UNIT OR TO THE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT VIOLATES ANY PROVISION OF THE DECLARATION, BY-LAWS, OR RULES AND REGULATIONS;
  2. OF ANY VIOLATION OF THE HEALTH OR BUILDING CODES WITH RESPECT TO THE UNIT OR THE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT;
  3. THAT THE UNIT IS SUBJECT TO AN EXTENDED LEASE UNDER § 11-137 OF THIS TITLE OR UNDER LOCAL LAW, AND IF SO, A COPY OF THE LEASE MUST BE PROVIDED.

(VI) **A WRITTEN NOTICE OF THE UNIT OWNER'S RESPONSIBILITY FOR THE COUNCIL OF UNIT OWNERS' PROPERTY INSURANCE DEDUCTIBLE AND THE AMOUNT OF THE DEDUCTIBLE.**

6. **NOTICE (APPLIES ONLY TO A CONDOMINIUM WITH FEWER THAN 7 UNITS) (CONDO DOCUMENTS):**  
 The following notice is applicable only to the resale by a unit owner, other than a developer, of a residential unit in a condominium containing less than 7 units.

THE SELLER IS REQUIRED BY LAW TO FURNISH TO THE BUYER NOT LATER THAN FIFTEEN (15) DAYS PRIOR TO CLOSING CERTAIN INFORMATION CONCERNING THE CONDOMINIUM WHICH IS DESCRIBED IN §11-135 OF THE MARYLAND CONDOMINIUM ACT. THIS INFORMATION MUST INCLUDE ATLEAST THE FOLLOWING:

- (1) A COPY OF THE DECLARATION (OTHER THAN THE PLATS );
- (2) A COPY OF THE BY-LAWS;
- (3) A COPY OF THE RULES AND REGULATIONS OF THE CONDOMINIUM; AND
- (4) A STATEMENT BY THE SELLER OF HIS EXPENSES RELATING TO THE COMMON ELEMENTS DURING THE PRECEDING 12 MONTHS;
- (5) A WRITTEN NOTICE OF THE UNIT OWNER'S RESPONSIBILITY FOR THE COUNCIL OF UNIT OWNERS' PROPERTY INSURANCE DEDUCTIBLE AND THE AMOUNT OF THE DEDUCTIBLE.

Authentisign  
 Shahpar Modarresi 11/07/2020  
 Seller Date Seller Date

**PART II - RESALE ADDENDUM**

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

- 1. **DEED AND TITLE/TITLE:** Paragraph is amended to include the agreement of the Buyer to take title subject to commonly acceptable easements, covenants, conditions and restrictions of record contained in Condominium instruments, and the right of other Unit owners in the Common Elements and the operation of the Condominium.
- 2. **PAYMENT OF FEES AND ASSESSMENTS:** Buyer agrees to pay such Monthly Fees and/or other Special Assessments as the Board of Directors or Association of the Condominium may from time to time assess against the Unit, Parking Space and Storage Unit (as applicable) for the payment of operating and maintenance or other proper charges. Regarding any existing or levied but not yet collected Special Assessments, Seller agrees to pay, at the time of Settlement, any Special Assessments as disclosed in the Current Fees and Assessments Paragraph unless otherwise agreed herein: \_\_\_\_\_
- 3. **ASSUMPTION OF CONDOMINIUM OBLIGATIONS:** Buyer hereby agrees to assume each and every obligation of, to be bound by and to comply with the covenants and conditions contained in the Condominium instruments including the Condominium Bylaws and with the Rules and Regulations of the Condominium, from and after the date of settlement hereunder.

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4. **RIGHT TO CANCEL:** Buyer shall have the right for a period of seven (7) days following Buyer's receipt of the condominium documents and statements referred to in the Condo Docs Paragraph to cancel this Contract by giving Notice thereof to Seller. In the event that such condominium documents and statements are delivered to Buyer on or prior to the ratification of this Contract by Buyer, such seven (7) days period shall commence upon ratification of this Contract. If the condominium documents and statements are not furnished to Buyer more than 15 days prior to closing, as referred to in the Condo Documents paragraph, Buyer shall have the option to cancel this Contract by giving Notice thereof to Seller prior to receipt by Buyer of such condominium documents and statements. Pursuant to the provisions of this paragraph, in no event may the Buyer have the right to cancel this Contract after Settlement.

_____	_____	_____	_____
Seller ( <i>sign only after Buyer</i> )	Date	Buyer	Date
_____	_____	_____	_____
Seller ( <i>sign only after Buyer</i> )	Date	Buyer	Date

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## Inclusions/Exclusions Disclosure and Addendum

(Required for use with GCAAR Listing Agreement & Sales Contract)

**PROPERTY ADDRESS: 501 Hungerford Dr, #P82, Rockville, MD 20850-1761**

**PERSONAL PROPERTY AND FIXTURES:** The Property includes the following personal property and fixtures, if existing: built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, central vacuum system (with all hoses and attachments); shutters; window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke, carbon monoxide, and heat detectors; TV antennas; exterior trees and shrubs; and awnings. Unless otherwise agreed to herein, all surface or wall mounted electronic components/devices **DO NOT CONVEY**. The items checked below convey. If more than one of an item conveys, the number of items is noted in the blank.

**KITCHEN APPLIANCES**

- Stove/Range
- Cooktop
- Wall Oven
- Microwave
- Refrigerator
- w/ Ice Maker
- Wine Refrigerator
- Dishwasher
- Disposer
- Separate Ice Maker
- Separate Freezer
- Trash Compactor

**ELECTRONICS**

- Security Cameras
- Alarm System
- Intercom
- Satellite Dishes
- Video Doorbell

**RECREATION**

- Hot Tub/Spa, Equipment, & Cover
- Pool Equipment & Cover
- Sauna
- Playground Equipment

**LIVING AREAS**

- Fireplace Screen/Door
- Gas Log
- Ceiling Fans
- Window Fans
- Window Treatments

**OTHER**

- Storage Shed
- Garage Door Opener
- Garage Door Remote/Fob
- Back-up Generator
- Radon Remediation System
- Solar Panels (must include Solar Panel Seller Disclosure/Resale Addendum)

**LAUNDRY**

- Washer
- Dryer

**WATER/HVAC**

- Water Softener/Conditioner
- Electronic Air Filter
- Furnace Humidifier
- Window A/C Units

**THE FOLLOWING ITEMS WILL BE REMOVED AND NOT REPLACED:** \_\_\_\_\_

**LEASED ITEMS, LEASED SYSTEMS & SERVICE CONTRACTS:** Leased items/systems or service contracts, including but not limited to: appliances, fuel tanks, water treatment systems, lawn contracts, pest control contracts, security system and/or monitoring, and satellite contracts **DO NOT CONVEY** unless disclosed here: \_\_\_\_\_

**CERTIFICATION:** Seller certifies that Seller has completed this checklist disclosing what conveys with the Property.

Shahpar Modarresi 11/07/2020  
 Seller Shahpar Modarresi Date Seller \_\_\_\_\_ Date

**ACKNOWLEDGEMENT AND INCORPORATION INTO CONTRACT:** (Completed only after presentation to the Buyer)

The Contract of Sale dated \_\_\_\_\_ between Seller Shahpar Modarresi and Buyer \_\_\_\_\_ for the Property referenced above is hereby amended by the incorporation of this Addendum.

Seller (sign only after Buyer) \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller (sign only after Buyer) \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_



**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 between  
Buyer \_\_\_\_\_  
and Seller Shahpar Modarresi for the Property  
known as 501 Hungerford Dr, #P82, Rockville, MD 20850-1761.

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

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

- (A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:
- (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
  - (ii) Insulation;
  - (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
  - (iv) Plumbing, electrical, heating, and air conditioning systems;
  - (v) Infestation of wood-destroying insects;
  - (vi) Land use matters;
  - (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
  - (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
  - (ix) Whether the smoke alarms:
    - 1. will provide an alarm in the event of a power outage;
    - 2. are over 10 years old; and
    - 3. if battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; and
  - (x) If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.

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

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

**OR**

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

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

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

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

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

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

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

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

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

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

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

<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Authentisign</div> <div style="display: flex; justify-content: space-between;"> <span style="font-family: cursive; font-size: 1.2em;"><i>Shahpar Modarresi</i></span> <span style="color: blue;">11/07/2020</span> </div> <hr/> <div style="display: flex; justify-content: space-between;"> <span>Seller's Signature</span> <span>Date</span> </div> <p><b>Shahpar Modarresi</b></p>	<hr/> <div style="display: flex; justify-content: space-between;"> <span>Buyer's Signature</span> <span>Date</span> </div>
<hr/> <div style="display: flex; justify-content: space-between;"> <span>Seller's Signature</span> <span>Date</span> </div>	<hr/> <div style="display: flex; justify-content: space-between;"> <span>Buyer's Signature</span> <span>Date</span> </div>
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Authentisign</div> <div style="display: flex; justify-content: space-between;"> <span style="font-family: cursive; font-size: 1.2em;"><i>Robert Jenets</i></span> <span style="color: blue;">11/07/2020</span> </div> <hr/> <div style="display: flex; justify-content: space-between;"> <span>Agent's Signature</span> <span>Date</span> </div> <p><b>Robert Jenets</b></p>	<hr/> <div style="display: flex; justify-content: space-between;"> <span>Agent's Signature</span> <span>Date</span> </div>



**MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT**

Property Address: 501 Hungerford Dr, #P82, Rockville, MD 20850-1761

Legal Description: UN P82 THE FITZ AT ROCKVILLE TOWN CTR CODM

**NOTICE TO SELLER AND PURCHASER**

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

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

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

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

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

**MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT**

NOTICE TO SELLERS: Complete and sign this statement only if you elect to disclose defects, including latent defects, or other information about the condition of the property actually known by you; otherwise, sign the Residential Property Disclaimer Statement. You may wish to obtain professional advice or inspections of the property; however, you are not required to undertake or provide any independent investigation or inspection of the property in order to make the disclosure set forth below. The disclosure is based on your personal knowledge of the condition of the property at the time of the signing of this statement.

NOTICE TO PURCHASERS: The information provided is the representation of the Sellers and is based upon the actual knowledge of Sellers as of the date noted. Disclosure by the Sellers is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Sellers as to the condition of the property of which the Sellers have no knowledge or other conditions of which the Sellers have no actual knowledge.

How long have you owned the property? \_\_\_\_\_

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

Water Supply         Public                     Well                     Other \_\_\_\_\_

Sewage Disposal    Public                     Septic System approved for \_\_\_\_\_ (# bedrooms) **Other Type** \_\_\_\_\_

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Garbage Disposal [ ] Yes [ ] No  
 Dishwasher [ ] Yes [ ] No  
 Heating [ ] Oil [ ] Natural Gas [ ] Electric [ ] Heat Pump Age \_\_\_\_\_ [ ] Other \_\_\_\_\_  
 Air Conditioning [ ] Oil [ ] Natural Gas [ ] Electric [ ] Heat Pump Age \_\_\_\_\_ [ ] Other \_\_\_\_\_  
 Hot Water [ ] Oil [ ] Natural Gas [ ] Electric Capacity \_\_\_\_\_ Age \_\_\_\_\_ [ ] Other \_\_\_\_\_

**Please indicate your actual knowledge with respect to the following:**

1. Foundation: Any settlement or other problems? [ ] Yes [ ] No [ ] Unknown  
 Comments: \_\_\_\_\_

2. Basement: Any leaks or evidence of moisture? [ ] Yes [ ] No [ ] Unknown [ ] Does Not Apply  
 Comments: \_\_\_\_\_

3. Roof: Any leaks or evidence of moisture? [ ] Yes [ ] No [ ] Unknown  
 Type of Roof: \_\_\_\_\_ Age \_\_\_\_\_  
 Comments: \_\_\_\_\_

Is there any existing fire retardant treated plywood? [ ] Yes [ ] No [ ] Unknown  
 Comments: \_\_\_\_\_

4. Other Structural Systems, including exterior walls and floors:  
 Comments: \_\_\_\_\_

Any defects (structural or otherwise)? [ ] Yes [ ] No [ ] Unknown  
 Comments: \_\_\_\_\_

5. Plumbing System: Is the system in operating condition? [ ] Yes [ ] No [ ] Unknown  
 Comments: \_\_\_\_\_

6. Heating Systems: Is heat supplied to all finished rooms? [ ] Yes [ ] No [ ] Unknown  
 Comments: \_\_\_\_\_

Is the system in operating condition? [ ] Yes [ ] No [ ] Unknown  
 Comments: \_\_\_\_\_

7. Air Conditioning System: Is cooling supplied to all finished rooms? [ ] Yes [ ] No [ ] Unknown [ ] Does Not Apply  
 Comments: \_\_\_\_\_

Is the system in operating condition? [ ] Yes [ ] No [ ] Unknown [ ] Does Not Apply  
 Comments: \_\_\_\_\_

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?  
 [ ] Yes [ ] No [ ] Unknown  
 Comments: \_\_\_\_\_

**8A. Will the smoke alarms provide an alarm in the event of a power outage? [ ] Yes [ ] No**  
**Are the smoke alarms over 10 years old? [ ] Yes [ ] No**  
**If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018? [ ] Yes [ ] No**  
**Comments:** \_\_\_\_\_

9. Septic Systems: Is the septic system functioning properly? [ ] Yes [ ] No [ ] Unknown [ ] Does Not Apply  
 When was the system last pumped? Date \_\_\_\_\_ [ ] Unknown  
 Comments: \_\_\_\_\_

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? [ ] Yes [ ] No [ ] Unknown

Any warranties? [ ] Yes [ ] No [ ] Unknown

Comments: \_\_\_\_\_

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

If yes, specify below

Comments: \_\_\_\_\_

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?

[ ] Yes [ ] No [ ] Unknown

Comments: \_\_\_\_\_

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

If yes, specify below

Comments: \_\_\_\_\_

16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office? [ ] Yes [ ] No [ ] Does Not Apply [ ] Unknown

Comments: \_\_\_\_\_

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

Comments: \_\_\_\_\_

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?

[ ] Yes [ ] No [ ] Unknown If yes, specify below

Comments: \_\_\_\_\_

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

[ ] Yes [ ] No [ ] Unknown

Comments: \_\_\_\_\_

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

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

Seller(s) \_\_\_\_\_ Date \_\_\_\_\_

Shahpar Modarresi

Seller(s) \_\_\_\_\_ Date \_\_\_\_\_

The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

**MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT**

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

Except for the latent defects listed below, the undersigned seller(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The seller(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Section 1-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

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

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

\_\_\_\_\_

\_\_\_\_\_


\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Seller  Shahpar Modarresi Date 11/07/2020

11/7/2020 4:40:32 PM EST

Seller \_\_\_\_\_ Date \_\_\_\_\_

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_



## Regulations, Easements and Assessments (REA) Disclosure and Addendum

*(Required for all Listing Agreements and Sales Contracts in Montgomery County)*

The Contract of Sale dated \_\_\_\_\_, Address 501 Hungerford Dr, #P82  
 City Rockville, State MD Zip 20850-1761 between  
 Seller Shahpar Modarresi 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 and Buyer: This Disclosure/Addendum to be completed by the Seller shall be available to prospective buyers prior to making a purchase offer and will become a part of the sales contract for the sale of the Property. The information contained herein is the representation of the Seller. The content in this form is not all-inclusive, and the Paragraph headings of this Agreement are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties. Please be advised that web site addresses, personnel and telephone numbers do change and GCAAR cannot confirm the accuracy of the information contained in this form. When in doubt regarding the provisions or applicability of a regulation, easement or assessment, information should be verified with the appropriate government agency. Further information may be obtained by contacting staff and websites of appropriate authorities:

- Montgomery County Government, 101 Monroe Street, Rockville, MD, 20850.
- Main Telephone Number: 311 or 240-777-0311 (TTY 240-251-4850). Web site: [www.MC311.com](http://www.MC311.com)
- Maryland-National Capital Area Park and Planning Commission (M-NCPPC), 8787 Georgia Avenue, Silver Spring, MD, 20910. Main number: 301-495-4600. Web site: [www.mc-mncppc.org](http://www.mc-mncppc.org)
- City of Rockville, City Hall, 111 Maryland Ave, Rockville, MD 20850. Main telephone number: 240-314-5000. Web site: [www.rockvillemd.gov](http://www.rockvillemd.gov)

1. **DISCLOSURE/DISCLAIMER STATEMENT:** A property owner may be exempt from Maryland Residential Property Disclosure Act as defined in the Maryland Residential Property Disclosure and Disclaimer Statement. Is Seller exempt from the Maryland Residential Property Disclosure Act?  Yes  No . If no, see attached Maryland Residential Disclosure and Disclaimer Statement. If yes, reason for exemption: \_\_\_\_\_
  
2. **SMOKE DETECTORS:** Maryland law requires that ALL smoke alarms be less than 10 years from date of manufacture. Also, BATTERY-ONLY operated smoke alarms must be sealed units incorporating a silence/hush button and long-life batteries. Pursuant to Montgomery County Code, the Seller is required to have working smoke alarms. Requirements for the location of the alarms vary according to the year the Property was constructed. For a matrix of the requirements see: [www.montgomerycountymd.gov/mcfrs-info/resources/files/laws/smokealarmmatrix\\_2013.pdf](http://www.montgomerycountymd.gov/mcfrs-info/resources/files/laws/smokealarmmatrix_2013.pdf). In addition, Maryland law requires the following disclosure: This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will NOT provide an alarm. Therefore, the Buyer should obtain a dual-powered smoke detector or a battery-powered smoke detector.
  
3. **MODERATELY-PRICED DWELLING UNIT:** Is the Property part of the Moderately-Priced Dwelling Unit Program in Montgomery County, the City of Rockville, or the City of Gaithersburg?  Yes  No. If yes, Seller shall indicate month and year of initial offering: \_\_\_\_\_. If initial offering is after March 20, 1989, the prospective Buyer and Seller should contact the appropriate jurisdictional agency to ascertain the legal buying and selling restrictions on the Property.
  
4. **RADON DISCLOSURE:** A radon test must be performed on or before the Settlement Date of a "Single Family Home" in accordance with Montgomery County Code Section 40-13C (see <http://www.montgomerycountymd.gov/green/air/radon.html> for details) A **Single Family Home** means a single family detached or attached residential building. Single Family home does not include a residential unit that is part of a condominium regime or a cooperative housing corporation. The Seller of a Single Family Home (unless otherwise exempt below) is required to provide the Buyer, on or before Settlement Date, a copy of radon test results performed less than one year before Settlement Date, or to permit the Buyer to perform a radon test, but regardless, a radon test MUST be performed and both Seller and Buyer MUST receive a copy of the radon test results. **If Buyer elects not to or fails to perform a radon test, the Seller is mandated to perform the test and provide the results to the Buyer on or before Settlement Date.**

Is Seller exempt from the Radon Test disclosure?  Yes  No. If yes, reason for exemption: \_\_\_\_\_

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**Exemptions:**

- A. Property is NOT a "Single Family Home"
- B. Transfer is an intra-family transfer under MD Tax Property Code Section 13-207
- C. Sale is by a lender or an affiliate or subsidiary of a lender that acquired the home by foreclosure or deed in lieu of foreclosure
- D. Sale is a sheriff's sale, tax sale or sale by foreclosure, partition or by a court appointed trustee
- E. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust.
- F. A transfer of a home to be converted by the buyer into a use other than residential or to be demolished.
- G. Property is located in the Town of Barnesville, Town of Kensington, Town of Poolesville, or City of Rockville.

If not exempt above, a copy of the radon test result is attached  Yes  No. If no, Seller will provide the results of a radon test in accordance with Montgomery County Code Section 40-13C unless the Contract includes a radon contingency.

**NOTE: In order to request Seller to remediate, a radon contingency must be included as part of the Contract.**

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

- A. **Existing Water and Sewer Service:** Refer to the Seller's Water Bills or contact WSSC at 301-206-4001 or City of Rockville at 240-314-8420.
- B. **Well and Septic Locations:** Contact the **Department of Permitting Services "DPS", Well and Septic**, or visit <http://permittingservices.montgomerycountymd.gov/DPS/general/Home.aspx>. For well and/or septic field locations, visit <http://permittingservices.montgomerycountymd.gov/DPS/online/eInformationRequest.aspx>, or for homes built before 1978, request an "as built" drawing in person using DPS's "Septic System Location Application" form. Homes built prior to 1960 maybe filed on microfiche, and, if outside a subdivision, the name of the original owner may be required. An original owner's name can be found among the Land Records at the County Courthouse. Allow two weeks for the "as built" drawing.
- C. **Categories:** To confirm service area category, contact the **Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division** or visit [waterworks@montgomerycountymd.gov](mailto:waterworks@montgomerycountymd.gov).

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

B. **Sewer: Is the Property connected to public sewer system?**  Yes  No  
 If no, answer the following questions:  
 1 Has it been approved for connection to public sewer?  Yes  No  Do not know  
 2. Has 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

6. **CITY OF TAKOMA PARK:** If this property is located in Takoma Park, the Takoma Park Sales Disclosure must be attached. See GCAAR Takoma Park Sales Disclosure - Notice of Tree Preservation Requirements and Rental Housing Laws.

7. **HOMEOWNER'S, CONDOMINIUM OR COOPERATIVE ASSOCIATION ASSESSMENTS:** The Property is located in a  Homeowners Association with mandatory fees (HOA) (refer to GCAAR HOA Seller Disclosure / Resale Addendum for MD, attached), and/or  Condominium Association (refer to GCAAR Condominium Seller Disclosure / Resale Addendum for MD, attached) and/or  Cooperative (refer to GCAAR Co-operative Seller Disclosure / Resale Addendum for MD & DC, attached) and/or  Other (ie: Homeowners Association/Civic Association WITHOUT dues):

8. **UNDERGROUND STORAGE TANK:** For information regarding Underground Storage Tanks and the procedures for their removal or abandonment, contact the Maryland Department of the Environment or visit [www.mde.state.md.us](http://www.mde.state.md.us) Does the Property contain an UNUSED underground storage tank?  Yes  No  Unknown. If yes, explain when, where and how it was abandoned:

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

A. **Washington Suburban Sanitary Commission (WSSC) or Local Jurisdiction:**

Are there any potential Front Foot Benefit Charges (FFBC) or deferred water and sewer charged for which the buyer may become liable which do not appear on the attached property tax bills?  Yes  No

If yes, EITHER  the Buyer agrees to assume the future obligations and pay future annual assessments in the amount of \$ \_\_\_\_\_, OR  Buyer is hereby advised that a schedule of charges has not yet been established by the water and sewer authority, OR  a local jurisdiction has adopted a plan to benefit the property in the future.

B. **Private Utility Company:**

Are there any deferred water and sewer charges paid to a Private Utility Company which do NOT appear on the attached property tax bills?  Yes  No. If yes, complete the following:

**EFFECTIVE OCTOBER 1, 2016: NOTICE REQUIRED BY MARYLAND LAW REGARDING DEFERRED WATER AND SEWER CHARGES**

This Property is subject to a fee or assessment that purports to cover or defray the cost of installing or maintaining during construction all or part of the public water or wastewater facilities constructed by the developer. This fee or assessment is \$ \_\_\_\_\_ payable annually in \_\_\_\_\_ (month) until \_\_\_\_\_ (date) to \_\_\_\_\_ (name and address) (hereafter called "lienholder"). There may be a right of prepayment or a discount for early prepayment, which may be ascertained by contacting the lienholder. This fee or assessment is a contractual obligation between the lienholder and each owner of this Property, and is not in any way a fee or assessment imposed by the county in which the Property is located.

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

(1) Prior to Settlement, the Buyer shall have the right to rescind the contract and to receive a full refund of all deposits paid on account of the contract, but the right of rescission shall terminate 5 days after the Seller provides the Buyer with the notice in compliance with this section

(2) Following Settlement, the Seller shall be liable to the Buyer for the full amount of any open lien or assessment.

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

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

Is this Property located in an area designated as a Special Protection Area?  Yes  No.

If yes, special water quality measures and certain restrictions on land uses and impervious surfaces may apply.

Under Montgomery County law, Special Protection Area (SPA) means a geographic area where:

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

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

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

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

A. **Current Tax Bill:** IN ACCORDANCE WITH MONTGOMERY COUNTY CODE SECTION 40-12C, THE SELLER(S) MUST ATTACH HERETO A COPY OF THE CURRENT REAL PROPERTY TAX BILL FOR THIS PROPERTY. A copy of the tax bill for this Property can be obtained at [www.montgomerycountymd.gov/apps/tax](http://www.montgomerycountymd.gov/apps/tax).

B. **Estimated Property Tax & Non-Tax Charges:** IN ADDITION, SELLER(S) ARE REQUIRED TO PROVIDE POTENTIAL BUYERS WITH THE ESTIMATED PROPERTY TAX AND NON-TAX CHARGES FOR THE FIRST FULL FISCAL YEAR OF OWNERSHIP. Information relative to this estimate, including how it was calculated and its significance to Buyers can be obtained at [www.montgomerycountymd.gov/estimatedtax](http://www.montgomerycountymd.gov/estimatedtax).

\_\_\_\_\_/\_\_\_\_\_  
*Buyer's Initials*                      Buyer acknowledges receipt of both tax disclosures.

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

A Development District is a special taxing district in which owners of properties pay an additional tax or assessment in order to pay for public improvements within the District. Typically, the Development District Special Tax will increase approximately 2% each July 1. For more information, please contact the Montgomery County Department of Finance. FAQ's regarding Development Districts can be viewed at <https://www2.montgomerycountymd.gov/estimatedtax/FAQ.aspx#3607> . Seller shall choose one of the following:

**The Property is located in an EXISTING Development District:** Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. As of the date of execution of this disclosure, the special assessment or special tax on this Property is \$ \_\_\_\_\_ each year. A map reflecting Existing Development Districts can be obtained at [https://www2.montgomerycountymd.gov/estimatedtax/map/Existing\\_DevDistricts.pdf/](https://www2.montgomerycountymd.gov/estimatedtax/map/Existing_DevDistricts.pdf/).

OR

**The Property is located in a PROPOSED Development District:** Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. The estimated maximum special assessment or special tax is \$ \_\_\_\_\_ each year. A map reflecting Proposed Development Districts can be obtained at [https://www2.montgomerycountymd.gov/estimatedtax/map/dev\\_districts.pdf](https://www2.montgomerycountymd.gov/estimatedtax/map/dev_districts.pdf/).

OR

**The Property is not located in an existing or proposed Development District.**

**13. TAX BENEFIT PROGRAMS:**

The Property may currently be under a tax benefit program that has deferred taxes due on transfer or may require a legally binding commitment from Buyer to remain in the program, such as, but not limited to:

- A. **Forest Conservation and Management Program (FC&MP):** Buyer is hereby notified that a property under a Maryland Forest Conservation Management Agreement (FCMA) could be subject to recapture/deferred taxes upon transfer. Is the Property under FCMA?  Yes  No. If yes, taxes assessed shall be paid by  the Buyer OR  the Seller.
- B. **Agricultural Program:** Is the Property subject to agricultural transfer taxes?  Yes  No. If yes, taxes assessed as a result of the transfer shall be paid by  the Buyer OR  the Seller. Confirm if applicable to this Property at [www.dat.state.md.us/sdatweb/agtransf.html](http://www.dat.state.md.us/sdatweb/agtransf.html).
- C. **Other Tax Benefit Programs:** Does the Seller have reduced property taxes from any government program?  Yes  No. If yes, explain: \_\_\_\_\_.

**14. RECORDED SUBDIVISION PLAT:**

Plats are available at the MNCPPC or at the Judicial Center, Room 218, 50 Maryland Avenue, Rockville, MD or at 240-777-9477. In order to obtain a plat you will be required to supply the Lot, Block, Section and Subdivision, as applicable, for the property. Plats are also available online at [http://www.montgomeryplanning.org/info/plat\\_maps.shtm](http://www.montgomeryplanning.org/info/plat_maps.shtm) or at [www.plats.net](http://www.plats.net). Buyers shall check ONE of the following:

\_\_\_\_\_/\_\_\_\_\_  
Buyer's Initials

<input type="checkbox"/>	<b>A. Unimproved Lot and New Construction:</b> 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. <b>Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.</b>
<b>OR</b>	
<input type="checkbox"/>	<b>B. Resale/Acknowledged Receipt:</b> 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. <b>Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.</b>
<b>OR</b>	
<input checked="" type="checkbox"/>	<b>C. Resale/Waived Receipt:</b> For Resale properties only, 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.

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15. **AGRICULTURAL RESERVE DISCLOSURE NOTICE:**

This Property  is  is not subject to the Agricultural RESERVE Disclosure Notice requirements. These disclosures are contained in GCAAR Agricultural Zone Disclosure Notice, which must be provided to potential buyers prior to entering into a contract for the purchase and sale of a property that is subject to this Agricultural Reserve Disclosure requirement. Additional information can be obtained at [http://www.mcmmaps.org/notification/agricultural\\_lands.aspx](http://www.mcmmaps.org/notification/agricultural_lands.aspx).

16. **NOTICE CONCERNING CONSERVATION EASEMENTS:** This Property  is  is not subject to a Conservation Easement. **If applicable, GCAAR Conservation Easements Addendum is hereby provided.** See [www.montgomeryplanning.org/environment/forest/easements/easement\\_tool.shtm](http://www.montgomeryplanning.org/environment/forest/easements/easement_tool.shtm) for easement locator map.

17. **GROUND RENT:**

This Property  is  is not subject to Ground Rent. **See Property Subject to Ground Rent Addendum.**

18. **HISTORIC PRESERVATION:**

Check questionable properties' status with the **Montgomery County Historic Preservation Commission** (301-563-3400) or go to <http://www.montgomeryplanning.org/historic/index.shtm>, to check applicability. Buyers of property located in the City of Rockville should be advised that structures that are 50 years old or older, or which may be otherwise significant according to criteria established by the Rockville Historic District Commission, should be notified prior to purchase that demolition and building permit applications for substantial alteration will trigger an evaluation and approval process. This process may result in the property being designated a historic site, and if so, any exterior alterations must be reviewed and approved.

- A. **City of Rockville:** Montgomery County Code §40-12A has been adopted by the City of Rockville.
- B. **City of Gaithersburg:** Montgomery County Code §40-12A has been adopted by the City of Gaithersburg at City Code §2-6.
- C. **Other:** Contact the local municipality to verify whether the Property is subject to any additional local ordinance

Has the Property been designated as an historic site in the master plan for historic preservation?  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

19. **MARYLAND FOREST CONSERVATION LAWS:**

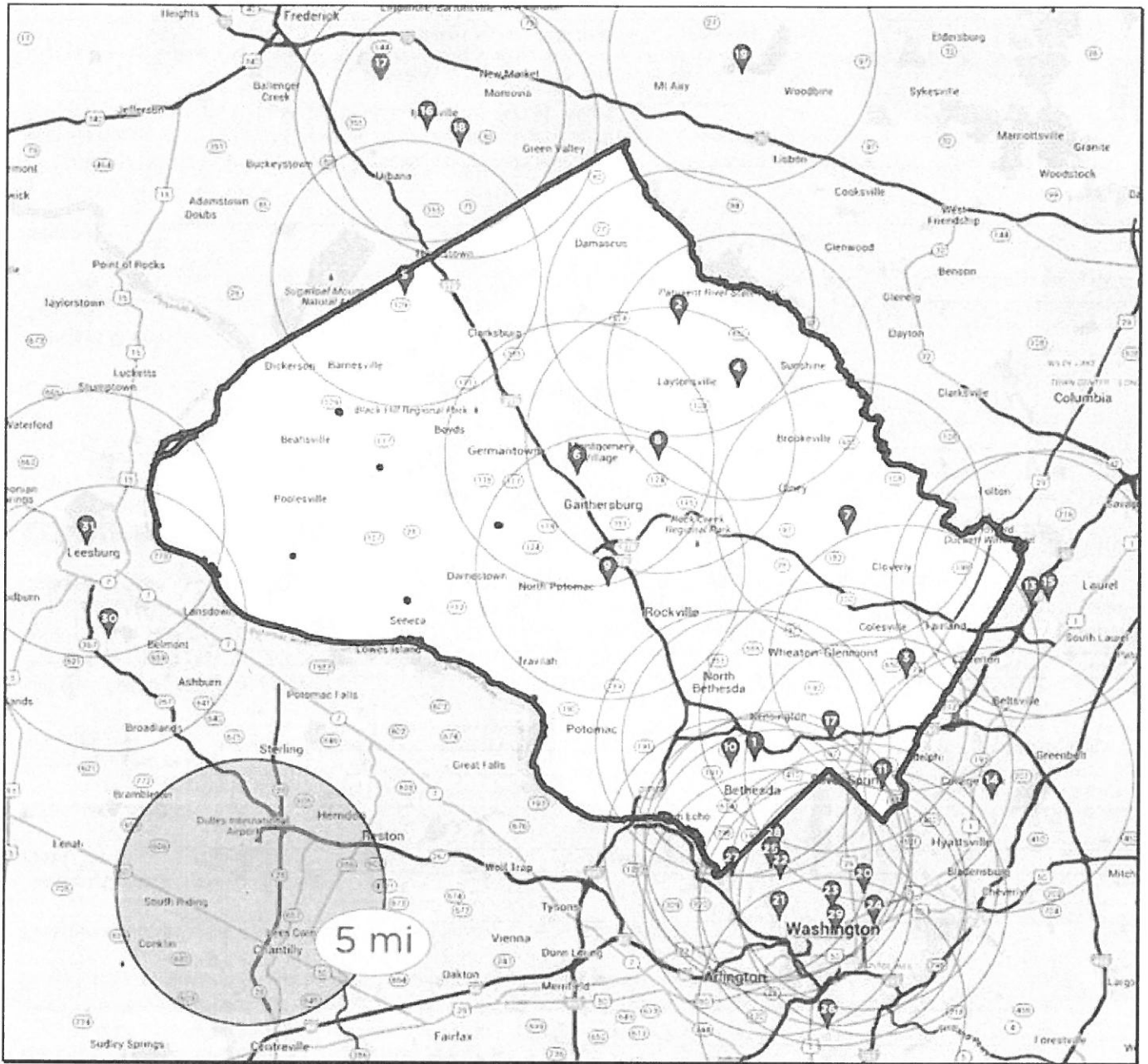
- A. **Forest Conservation Law:** The Buyer is notified that the cutting, clearing, and grading of more than 5,000 square feet of forest or any champion tree on the Property is subject to the requirements of the **Forest Conservation Law**. The Buyer is required to comply with the Forest Conservation Law, Chapter 22A of the Montgomery County Code. In order to assure compliance with the law, the Buyer is notified of the need to contact the **Countywide Environmental Planning Division** of the Maryland-National Capital Park and Planning Commission (**M-NCPPC**), whether it means obtaining a written exemption from the Forest Conservation Laws from **M-NCPPC** or obtaining approval of a Natural Resource Inventory/Forest Stand Delineation Plan, Forest Conservation Plan, or Tree Save Plan prior to cutting, clearing, and grading of more than 5,000 square feet of forest, obtaining a grading or sediment control permit, or developing the Property. Further, Seller represents and warrants that no activities have been undertaken on the Property in violation of the Forest Conservation Law and that if such activities have occurred in violation of the applicable law, that Seller has paid all of the penalties imposed and taken all of the corrective measures requested by **M-NCPPC**.
- B. **Forest Conservation Easements:** Seller represents and warrants that the Property  is  is not currently subject to a recorded Category I or Category II Forest Conservation Easement, Management Agreement or an approved Forest Conservation Plan, Tree Save Plan, or any other plan requiring the protection of natural areas, or any other pending obligation binding the owner of the Property under Forest Conservation Law requirements. If the Property is encumbered by any such easement or plan, attach a copy of the plat or recorded document (if available).

20. **AIRPORTS AND HELIPORTS:** The following list of airports and heliports includes those in Montgomery County and the surrounding area that may be within a five-mile radius of the Property. This list was compiled from data provided by the Washington Airports District Office of the Federal Aviation Administration and was current as of 8/1/2018. Buyer should be aware of the fact that most properties in Montgomery County are within five (5) miles of an airport or heliport installation. Refer to the FAA website for a current list: [http://www.faa.gov/airports/airport\\_safety/airportdata\\_5010](http://www.faa.gov/airports/airport_safety/airportdata_5010).

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Previous editions of this Form should be destroyed.



**MONTGOMERY COUNTY**

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. <b>Walter Reed National Medical Center Heliport</b>, 8901 Rockville Pike, Bethesda, MD 20889</li> <li>2. <b>Davis Airport</b>, 7200 Hawkins Creamery Road, Laytonsville, MD 20879</li> <li>3. <b>Dow Jones &amp; Company, Inc.</b>, 11501 Columbia Pike, Silver Spring, MD 20904</li> <li>4. <b>Federal Support Center Heliport</b>, 5321 Riggs Road, Gaithersburg, MD 20882</li> <li>5. <b>Flying M Farms</b>, 24701 Old Hundred Road, Comus, MD 20842</li> <li>6. <b>IBM Corporation Heliport</b>, 18100 Frederick Avenue, Gaithersburg, MD 20879</li> </ol> | <ol style="list-style-type: none"> <li>7. <b>Maryland State Police Heliport</b>, 7915 Montrose Road, Rockville, MD 20854</li> <li>8. <b>Montgomery County Airpark</b>, 7940 Airpark Road, Gaithersburg, MD 20879</li> <li>9. <b>Shady Grove Adventist Hospital</b>, 9901 Medical Center Drive, Rockville, MD 20850</li> <li>10. <b>Suburban Hospital</b>, 8600 Old Georgetown Road, Bethesda, MD 20814</li> <li>11. <b>Washington Adventist Hospital</b>, 7600 Carroll Avenue, Takoma Park, MD 20912</li> <li>12. <b>Holy Cross Hospital</b>, 1500 Forest Glen Road, Silver Spring, MD, 20910</li> <li>13. <b>Holy Cross Germantown</b>, 19801 Observation Dr, Germantown, MD 20876</li> </ol> |
|--|--|

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PRINCE GEORGE'S COUNTY

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

FREDERICK COUNTY

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

CARROLL COUNTY

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

DISTRICT OF COLUMBIA

- 21. **Bolling Air Force Base**, 238 Brookley Avenue, SW, 20032
- 22. **Children's National Medical Center**, 111 Michigan Avenue, NW, 20010
- 23. **Washington Hospital Center**, 110 Irving Street, NW, 20010
- 24. **Georgetown University Hospital**, 3800 Reservoir Road, NW, 20007

- 25. **Metropolitan Police**, Dist.2, 3320 Idaho Avenue, NW, 20007
- 26. **Metropolitan Police**, Dist.3, 1620 V Street, NW, 20007
- 27. **Metropolitan Police**, Dist.5, 1805 Bladensburg Road, NE, 20002
- 28. **National Presbyterian Church**, 4101 Nebraska Avenue, NW, 20016
- 29. **Sibley Memorial Hospital**, 5255 Loughboro Road, NW, 20016
- 30. **Police Harbor Patrol Branch**, Water St, SW, 20024
- 31. **Steuart Office Pad**, Steuart Petroleum Co., 4640 40th Street, NW, 20016
- 32. **Former Washington Post Building**, 1150 15th Street, NW, 20017

VIRGINIA

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

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

A. **Information Disclosure:** Information about home energy efficiency improvements, including the benefit of conducting a home energy audit. Buyers should visit the following websites for this information:  
<http://www.montgomerycountymd.gov/green/Resources/Files/energy/Home-Sales-Disclosure.pdf>

B. **Usage History:** Has the home been owner-occupied for the immediate prior 12 months?  Yes  No If property has been owner-occupied for any part of the past 12 months, Seller must provide copies of electric, gas and home heating oil bills **OR** cost and usage history for the single-family home for that time. Sellers may use **GCAAR Utility Cost and Usage History Form** to disclose the utility costs and usage history.

By signing below, Seller acknowledges he has carefully examined this form, and that the information is complete, accurate, and current to the best of his knowledge at the time of entering into a contract. Buyer agrees he has read this Addendum carefully and understands the information that has been disclosed.

Authentisign  
 Shahpar Modarresi 11/07/2020  
 Sent 11/7/2020 4:40:44 PM EST Date  
 Shahpar Modarresi

Buyer Date

Seller Date

Buyer Date



REAL PROPERTY CONSOLIDATED TAX BILL

ANNUAL BILL  
 TAX PERIOD 07/01/2020-06/30/2021  
 FULL LEVY YEAR  
 LEVY YEAR 2020

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.

MODARRESI SHAHPAR  
 MOMEN BAHRAM  
 8013 CINDY LN  
 BETHESDA, MD 20817-6912

NOT A PRINCIPAL RESIDENCE

BILL DATE	
11/07/2020	
PROPERTY DESCRIPTION	
UN P82 THE FITZ AT ROCKVILLE TOWN CTR CODM	
BILL #	ACCOUNT #
40309217	03486940
MORTGAGE INFORMATION	PROPERTY ADDRESS
WELLS FARGO REAL ESTATE TAX SERVICE <small>SEE REVERSE</small>	501 HUNGERFORD DR P82
REFUSE AREA	REFUSE UNITS
R42	1

LOT	BLOCK	DISTRICT	SUB	TAX CLASS
		04	303	R050
TAX DESCRIPTION		ASSESSMENT	RATE	TAX/CHARGE
STATE PROPERTY TAX		320,000	.1120	358.40
COUNTY PROPERTY TAX		320,000	.8876	2,840.32
ROCKVILLE PROPERTY TAX		320,000	.2920	934.40
SOLID WASTE CHARGE			16.2500	16.25
ROCKVILLE STORMWATER MGMT FEE				16.67
TOTAL				4,166.04
PRIOR PAYMENTS ****				4166.04
INTEREST				0
Total Annual Amount Due :				0.00

\*PER \$100 OF ASSESSMENT

CURRENT YEAR FULL CASH VALUE TAXABLE ASSESSMENT
320,000

CONSTANT YIELD RATE INFORMATION
COUNTY RATE OF 0.6948 IS LESS THAN THE CONSTANT YIELD RATE OF 0.7080 BY 0.0132

YOU CAN VIEW AND PAY YOUR BILL ON THE INTERNET AT [www.montgomerycountymd.gov/finance](http://www.montgomerycountymd.gov/finance)

PLEASE RETAIN THE TOP PORTION FOR YOUR RECORDS.



RETURN THIS PORTION WITH PAYMENT  
**REAL PROPERTY CONSOLIDATED TAX BILL**  
 TAX PERIOD 07/01/2020 - 06/30/2021  
 FULL LEVY YEAR

BILL #
40309217

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

Make Check Payable to:  
 Montgomery County, MD

ACCOUNT #	LEVY YEAR	AMOUNT DUE
03486940	2020	0.00

AMOUNT PAID

DUE **NOV 30 2020**  
 PLEASE INDICATE AMOUNT BEING PAID

MODARRESI SHAHPAR  
 MOMEN BAHRAM  
 8013 CINDY LN  
 BETHESDA, MD 20817-6912

20820206403092174000000000000000000000



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

<b>ACCOUNT NUMBER:</b>		03486940	
<b>PROPERTY:</b>	<b>OWNER NAME</b>	MODARRESI SHAHPAR	
	<b>ADDRESS</b>	501 HUNGERFORD DR +P82 ROCKVILLE , MD 20850-1761	
	<b>TAX CLASS</b>	50	
	<b>REFUSE INFO</b>	Refuse Area: R Refuse Unit:	
<b>TAX INFORMATION:</b>			
<b>TAX DESCRIPTION</b>	<b>FY21 PHASE-IN VALUE<sub>1</sub></b>	<b>FY20 RATE<sub>2</sub></b>	<b>ESTIMATED FY21 TAX/CHARGE</b>
STATE PROPERTY TAX	320,000	.1120	\$358.4
COUNTY PROPERTY TAX <sub>3</sub>	320,000	.8876	\$2,840.32
ROCKVILLE PROPERTY TAX	320,000	.2920	\$934.4
SOLID WASTE CHARGE <sub>4</sub>		16.2500	\$16.25
ROCKVILLE STORMWATER MGMT FEE			\$16.67
<b>ESTIMATED TOTAL<sub>6</sub></b>			<b>\$4,166.04</b>





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

<b>ACCOUNT NUMBER:</b>		03488618	
<b>PROPERTY:</b>	<b>OWNER NAME</b>	MODARRESI SHAHPAR	
	<b>ADDRESS</b>	501 HUNGERFORD DR +PS-2 ROCKVILLE , MD 20850-1761	
	<b>TAX CLASS</b>	50	
	<b>REFUSE INFO</b>	Refuse Area: R Refuse Unit:	
<b>TAX INFORMATION:</b>			
<b>TAX DESCRIPTION</b>	<b>FY21 PHASE-IN VALUE<sub>1</sub></b>	<b>FY20 RATE<sub>2</sub></b>	<b>ESTIMATED FY21 TAX/CHARGE</b>
STATE PROPERTY TAX	4,000	.1120	\$4.48
COUNTY PROPERTY TAX <sub>3</sub>	4,000	.8876	\$35.5
ROCKVILLE PROPERTY TAX	4,000	.2920	\$11.68
ROCKVILLE STORMWATER MGMT FEE			\$16.67
<b>ESTIMATED TOTAL<sub>6</sub></b>			<b>\$68.33</b>



REAL PROPERTY CONSOLIDATED TAX BILL

ANNUAL BILL  
 TAX PERIOD 07/01/2020-06/30/2021  
 FULL LEVY YEAR  
 LEVY YEAR 2020

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.

MODARRESI SHAHPAR  
 MOMEN BAHRAM  
 8013 CINDY LN  
 BETHESDA, MD 20817-6912

NOT A PRINCIPAL RESIDENCE

BILL DATE	
11/07/2020	
PROPERTY DESCRIPTION	
UN PS-93 THE FITZ AT ROCKVILLE TOWN CTR CODM	
BILL #	ACCOUNT #
40309475	03489522
MORTGAGE INFORMATION	
PROPERTY ADDRESS	
REFUSE AREA	REFUSE UNITS
WELLS FARGO REAL ESTATE TAX SERVICE <small>SEE REVERSE</small>	501 HUNGERFORD DR PS-93

LOT	BLOCK	DISTRICT	SUB	TAX CLASS	BILL #	ACCOUNT #
		04	303	R050	40309475	03489522
MORTGAGE INFORMATION		PROPERTY ADDRESS			REFUSE AREA	REFUSE UNITS
WELLS FARGO REAL ESTATE TAX SERVICE <small>SEE REVERSE</small>		501 HUNGERFORD DR PS-93				
TAX DESCRIPTION	ASSESSMENT	RATE	TAX/CHARGE			
STATE PROPERTY TAX	4,000	.1120	4.48			
COUNTY PROPERTY TAX	4,000	.8876	35.50			
ROCKVILLE PROPERTY TAX	4,000	.2920	11.68			
ROCKVILLE STORMWATER MGMT FEE			16.67			
TOTAL			68.33			
PRIOR PAYMENTS ****			68.33			
INTEREST			0			
Total Annual Amount Due :			0.00			

\*PER \$100 OF ASSESSMENT

CURRENT YEAR FULL CASH VALUE TAXABLE ASSESSMENT
4,000

CONSTANT YIELD RATE INFORMATION
COUNTY RATE OF 0.6948 IS LESS THAN THE CONSTANT YIELD RATE OF 0.7080 BY 0.0132

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PLEASE RETAIN THE TOP PORTION FOR YOUR RECORDS.



RETURN THIS PORTION WITH PAYMENT  
**REAL PROPERTY CONSOLIDATED TAX BILL**  
 TAX PERIOD 07/01/2020 - 06/30/2021  
 FULL LEVY YEAR

BILL #
40309475

**Make Check Payable to:  
 Montgomery County, MD**

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

ACCOUNT #	LEVY YEAR	AMOUNT DUE
03489522	2020	0.00

AMOUNT PAID

**DUE NOV 30 2020**  
 PLEASE INDICATE AMOUNT BEING PAID

MODARRESI SHAHPAR  
 MOMEN BAHRAM  
 8013 CINDY LN  
 BETHESDA, MD 20817-6912

20820206403094758000000000000000000000



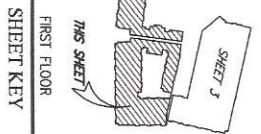


**Real Property Estimated Tax  
and Other Non-tax Charges  
a new owner will pay  
in the first full fiscal year of ownership**

<b>ACCOUNT NUMBER:</b>		03489522
<b>PROPERTY:</b>	<b>OWNER NAME</b>	MODARRESI SHAHPAR
	<b>ADDRESS</b>	501 HUNGERFORD DR +PS-93 ROCKVILLE , MD 20850-1761
	<b>TAX CLASS</b>	50
	<b>REFUSE INFO</b>	Refuse Area: R Refuse Unit:

<b>TAX INFORMATION:</b>			
<b>TAX DESCRIPTION</b>	<b>FY21 PHASE-IN VALUE<sub>1</sub></b>	<b>FY20 RATE<sub>2</sub></b>	<b>ESTIMATED FY21 TAX/CHARGE</b>
STATE PROPERTY TAX	4,000	.1120	\$4.48
COUNTY PROPERTY TAX <sub>3</sub>	4,000	.8876	\$35.5
ROCKVILLE PROPERTY TAX	4,000	.2920	\$11.68
ROCKVILLE STORMWATER MGMT FEE			\$16.67
<b>ESTIMATED TOTAL<sub>6</sub></b>			<b>\$68.33</b>





# PLAT NO. 8787



## FIRST FLOOR

### NOTES:

1. EACH CONDOMINIUM UNIT SHOWN HEREON IS DESIGNATED BY A NUMBER OR A LETTER-NUMBER COMBINATION. A TYPICAL EXAMPLE FOR A RESIDENTIAL UNIT "P97" OR "254", A TYPICAL EXAMPLE FOR A PARKING UNIT IS "P95-45".
2. UNIT BOUNDARIES ARE SHOWN THIS:
  - RESIDENTIAL UNIT: MEANS A THREE-DIMENSIONAL AREA, AS DESCRIBED BELOW AND AS SHOWN ON THE CONDOMINIUM PLAN, AND INCLUDES ALL IMPROVEMENTS CONTAINED WITHIN SUCH AREA EXCEPT SUCH IMPROVEMENTS AS ARE EXPRESSLY EXCLUDED IN THE DECLARATION OR ON THE CONDOMINIUM PLAN. THE UPPER BOUNDARY OF A UNIT IS THE SURFACE OF THE CEILING OF THE UPPER FLOOR SURFACE EXTENDED TO INTERSECT THE LATERAL OR PERIMETRAL BOUNDARIES THEREOF. THE UPPER BOUNDARY OF EACH RESIDENTIAL UNIT IS A HORIZONTAL PLANE (OR PLANES), THE ELEVATION OF WHICH COINCIDES WITH THE UPPER (UNDEPOSED) SURFACE OF THE UNFINISHED MAINTAINED OR THE UPPERMOST CEILING IN THE UNIT, EXTENDED TO INTERSECT THE LATERAL OR PERIMETRAL BOUNDARIES THEREOF. THE LOWER BOUNDARY OF A UNIT IS THE SURFACE OF THE UNFINISHED MAINTAINED OR THE LOWERMOST CEILING IN THE UNIT, EXTENDED TO INTERSECT THE LATERAL OR PERIMETRAL BOUNDARIES THEREOF. THE LOWER BOUNDARY OF EACH RESIDENTIAL UNIT IS A HORIZONTAL PLANE (OR PLANES), THE ELEVATION OF WHICH COINCIDES WITH THE LOWER (UNDEPOSED) SURFACE OF THE WALLS THAT CONSTITUTE THE BUILDING EXTERIOR, INCLUDING THE WINDOWS AND DOORS THEREOF, EXTENDED TO INTERSECT THE UPPER AND LOWER HORIZONTAL BOUNDARIES THEREOF AND TO INTERSECT THE OTHER LATERAL OR PERIMETRAL BOUNDARIES OF THE UNIT. THE LATERAL OR PERIMETRAL BOUNDARY OF A UNIT DESIGNED OR INTENDED TO CONSTITUTE THE BOUNDARY BETWEEN TWO SUCH UNITS, UNLESS OTHERWISE DESIGNATED IN THE DECLARATION OR ON THE CONDOMINIUM PLAN AS A COMMON ELEMENT, THE FOLLOWING SHALL BE CONSIDERED A PART OF A UNIT: (1) ANY MECHANICAL, ELECTRICAL, PLUMBING AND APPLIANCES LOCATED WITHIN OR OUTSIDE OF A UNIT AND DESIGNATED TO SERVE ONLY THAT UNIT, SUCH AS PIPES, CABLES, CONDUITS, ELECTRICAL RECEPTACLES AND OUTLETS, DUCTS, FLUES, CHIMNEYS, APPLIANCES AND THE LIKE, AND (2) ANY TERRACES AND BALCONIES DESIGNATED TO SERVE ONLY THAT UNIT.
3. A TRIANGLE DESIGNATES A RESIDENTIAL UNIT ENTRANCE.
4. G.C.E. = GENERAL COMMON ELEMENTS WHICH SHALL CORRESPOND TO ALL THE PROPERTY SHOWN EXCEPT THE UNITS AND THE UNITED COMMON ELEMENTS, IF ANY.
5. U.E. = UPPER ELEVATION COINCIDES WITH UPPER UNIT BOUNDARY.
6. L.E. = LOWER ELEVATION COINCIDES WITH LOWER UNIT BOUNDARY.
7. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM (NAVD 89).
8. FIELD MEASUREMENTS FOR THE UNITS SHOWN HEREON WERE TAKEN TO THE EXPOSED SURFACE OF THE PERIMETER WALLS OF EACH UNIT. ARCHITECTURAL PLANS FOR THE BUILDING WERE USED TO CALCULATE THE POSITION OF THE UNIT BOUNDARIES AS DESCRIBED ABOVE AND IN THE DECLARATION.

# THE FITZ AT ROCKVILLE

## TOWN CENTER CONDOMINIUM

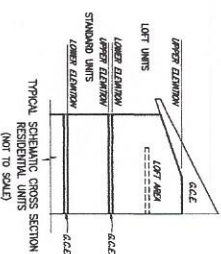
ROCKVILLE (4TH) DISTRICT  
MONTGOMERY COUNTY, MARYLAND

SCALE: 1"=20'  
SHEET 2 OF 17  
JUNE, 2005

FILED  
JUN 20 2005  
Clerk of the Circuit Court  
Montgomery County, Md.

CPI  
Charles P. Johnson & Associates, Inc.  
PLANNING ARCHITECTURAL ENGINEERING SERVICES  
1000 WOODBURN ROAD, SUITE 200  
ROCKVILLE, MARYLAND 20850  
TEL: 301-761-1100

PI08503 MSB551A 1264-7100-2



RECORDED:  
CONDOMINIUM  
PLAT NO.:  
26/08/00  
4/1/05  
MAY 2005



