



Homeowners Association Seller Disclosure/Resale Addendum for Maryland

(Recommended for the Listing Agreement and required for the GCAAR Contract)

Address 4420 Chalfont Place
 City Bethesda, State MD Zip 20816
 Parking Space(s) # _____ Storage Unit(s) # _____ Subdivision/Project: Westmoreland Hills

PART I - SELLER DISCLOSURE:

1. SELLER'S ACKNOWLEDGMENT: ALL INFORMATION HEREIN WAS COMPLETED BY THE SELLER.

The information contained in this Disclosure issued pursuant to Section 11B-106(b) of the Maryland Homeowners Association Act is based on Seller's actual knowledge and belief and is current as of the date hereof.

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

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

A. HOA Fee: Potential Buyers are hereby advised that the present fee for the subject Property and parking space(s) and/or storage unit(s), if applicable, is

Regular Fee: \$ _____

Parking: \$ _____

Storage: \$ _____

(MARCH 2024) Special Assessment: \$ _____ (complete B below)
 (FEBRUARY) TOTAL: \$ 1950.00 per YEAR (2024-2025)

Fee Includes: The following are included in the HOA Fee:

☐ Trash ☐ Lawn Care ☒ Other COMMON AREA MAINTENANCE

B. Special Assessments: Potential Buyers are hereby advised that there ☐ is OR ☒ is not a special assessment either included in the HOA Fee or separately levied. If applicable, 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. Delinquency: Are there any delinquent Fees and/or Special Assessments? ☐ YES ☐ NO

Unless otherwise agreed in Part II herein below, Seller agrees to pay at Settlement any existing or levied but not yet collected Special Assessments.

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

Fees: \$ _____

Special Assessments: \$ _____

Other Charges: \$ _____

Total: \$ 1,850.00 (2023-2024)

5. PARKING AND STORAGE: Parking Space(s) and Storage Unit(s) may be designated by the HOA instruments as: general common elements for general use (possibly subject to a lease or license agreement); limited common elements assigned for the exclusive use of a particular unit; or separately taxed and conveyed by Deed. The following Parking Space(s) and/or Storage Unit(s) convey with this Property:

☐ Parking Space #(s) _____ ☐ is ☐ is not separately taxed. If separately taxed:
 Tax ID #(s) _____

☐ Storage Unit #(s) _____ ☐ is ☐ is not separately taxed. If separately taxed:
 Tax ID #(s) _____

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6. **MANAGEMENT COMPANY OR AUTHORIZED AGENT:** The management company or agent authorized by the HOA to provide information to the public regarding the HOA is as follows:
Name: Overlook Homeowners Associatoin Phone: (773)259-6985
Email Address: Overlookpresident@gmail.com
Address: _____
- [OR] No agent or officer is presently authorized by the HOA to provide to the public information regarding the HOA. If none, please initial here _____ / _____
7. **SELLER'S KNOWLEDGE OF UNSATISFIED JUDGMENTS OR LAWSUITS:** The Seller has no actual knowledge of any unsatisfied judgments, or pending lawsuits against the HOA, except as noted:

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

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

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

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

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

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

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

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

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

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(4) A STATEMENT AS TO WHETHER THE OWNER HAS ACTUAL KNOWLEDGE OF:
(I) THE EXISTENCE OF ANY UNSATISFIED JUDGMENTS OR PENDING LAWSUITS AGAINST THE
HOMEOWNERS ASSOCIATION; AND
(II) ANY PENDING CLAIMS, COVENANT VIOLATIONS, ACTIONS, OR NOTICES OF DEFAULT
AGAINST THE LOT; AND

(5) A COPY OF:

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

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

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

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

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

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

- (1) ARCHITECTURAL CHANGES, DESIGN, COLOR, LANDSCAPING, OR APPEARANCE;
- (2) OCCUPANCY DENSITY;
- (3) KIND, NUMBER, OR USE OF VEHICLES;
- (4) RENTING, LEASING, MORTGAGING, OR CONVEYING PROPERTY;
- (5) COMMERCIAL ACTIVITY; OR
- (6) OTHER MATTERS.

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

Katherine H. Wallace 5/31/24
Seller Date

Katherine H. Wallace Trust

Seller Date

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PART II - RESALE ADDENDUM:

The Contract of Sale dated _____, between
Seller Katherine H. Wallace Trust 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:** The Title or Deed and Title paragraph of the Contract is amended to include the agreement of the Buyer to take title subject to easements, covenants, conditions and restrictions of record contained in the HOA instruments, and the right of other owners in the common elements and the operation of the HOA.
2. **PAYMENT OF FEES AND ASSESSMENTS:** Buyer agrees to pay such HOA Fees and/or other Special Assessments as the HOA may from time to time assess against the Property and Parking Space(s) and/or Storage Unit(s), as applicable, for the payment of operating and maintenance or other proper charges. Seller agrees to pay any delinquent Fees and/or Special Assessments on or before Settlement Date. All violations of requirements noted by the HOA against Seller shall be complied with by Seller and the Property conveyed free thereof. **Regarding any existing or levied but not yet collected Special Assessments, Seller agrees to pay, at the time of Settlement, any Special Assessments unless otherwise agreed herein:**

Costs of obtaining any statements of account from the HOA and/or its related management company will be paid by Seller. Lender's HOA questionnaire fee and any transfer and/or set-up fees for the HOA and/or its related management company will be paid by Buyer.
3. **ASSUMPTION OF HOA OBLIGATIONS:** Buyer hereby agrees to assume each and every obligation of and to be bound by and comply with the covenants and conditions contained in the HOA instruments, including the rules and regulations and covenants and restrictions of the HOA, from and after the Settlement Date hereunder.
4. **RIGHT TO CANCEL:** Buyer shall have the right for a period of five (5) Days following Buyer's receipt of the HOA instruments referred to in the HOA Docs paragraph to cancel this Contract by giving Notice thereof to Seller. In the event that such HOA Docs are delivered to Buyer on or prior to the ratification of this Contract by Buyer, such five (5) Day period shall commence upon the Date of Ratification. If the HOA Docs are not delivered to Buyer within the 20 Day time period referred to in the HOA Docs paragraph, Buyer shall have the option to cancel this Contract by giving Notice thereof to Seller prior to Buyer's receipt of such HOA Docs. Pursuant to the provisions of this paragraph, in no event may Buyer have the right to cancel this Contract after Settlement.

Seller (sign only after Buyer)	Date	Buyer	Date
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Seller (sign only after Buyer)	Date	Buyer	Date
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Inclusions/Exclusions Disclosure and Addendum

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

PROPERTY ADDRESS: 4420 Chalfont Place, Bethesda, MD 20816

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
- ☒ 2 Gas Log
- ☐ Ceiling Fans
- ☐ Window Fans
- ☒ All 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.

Katherine H. Wallace 5/31/24

Seller **Katherine H. Wallace Trust**

Date

Seller

Date

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

The Contract of Sale dated _____ between Seller **Katherine H. Wallace Trust**

and Buyer

_____ for the Property referenced above is hereby amended by the incorporation of this Addendum.

Seller (sign only after Buyer)

Date

Buyer

Date

Katherine H. Wallace Trust

Seller (sign only after Buyer)

Date

Buyer

Date

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GCAAR # 911 - Inclusions/Exclusions — MC & DC

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Stuart & Maury, Inc., 4833 Bethesda Avenue #200 Bethesda MD 20814

Phone: 301.654.3200

Fax: 301.656.6182

7/2020

Scott Matejka

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4420 Chalfont



Lead Paint -Federal Disclosure of Lead-Based Paint and Lead-Based Paint Hazards for SALES

(Required for the SALE of all properties in the U.S. with any existing part built prior to 1978)

PROPERTY ADDRESS: **4420 Chalfont Place, Bethesda, MD 20816**

☒ There are parts of the property that still exist that were built prior to 1978 OR ☐ No parts of the property were built prior to 1978 OR
☐ Construction dates are unknown. If any part of the property was constructed prior to 1978 or if construction dates are unknown, this disclosure is required. If the entire property was built in 1978 or later, this disclosure is not required.

LEAD WARNING STATEMENT FOR BUYERS: 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.

SELLER'S DISCLOSURE:

(A) Presence of lead-based paint and/or lead-based paint hazards

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

☒ 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:

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

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

BUYER'S ACKNOWLEDGMENT:

(Buyer to initial all lines as appropriate)

(C) ____ / ____ Buyer has read the Lead Warning Statement above.

(D) ____ / ____ Buyer has read Paragraph B and acknowledges receipt of copies of any information listed therein, if any.

(E) ____ / ____ Buyer has received the pamphlet Protect Your Family From Lead in Your Home (required).

(F) ____ / ____ Buyer has (check one below):

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

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

AGENT'S ACKNOWLEDGMENT: (Agent to initial)

(G) STM 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.

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

Katherine H. Wallace 5/31/24
Seller Date
Katherine H. Wallace Trust

Buyer Date

Seller Date
Scott Matejik 6-1-24
Agent for Seller, if any Date
Scott Matejik

Buyer Date

Agent for Buyer, if any Date



MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

4420 Chalfont Place

Property Address: **Bethesda, MD 20816**

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

1. Seller hereby discloses that the Property was constructed prior to 1978;

AND

The Property _____ / _____ is or Rhw / _____ is **not** registered in the Maryland Program (**Seller to initial applicable line**).

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

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

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

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

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

Katherine H. Wallace, TTE 5/31/24

Seller

Date

Buyer

Date

Katherine H. Wallace Trust

Seller

Date

Buyer

Date

Scott Matejik

6-1-24

Seller's Agent

Date

Buyer's Agent

Date

Scott Matejik

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**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 Katherine H. Wallace Trust
for the Property known as 4420 Chalfont Place, Bethesda, MD 20816

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.

Katherine H. Wallace, RTE 5/31/24
Seller's Signature Date
Katherine H. Wallace Trust

Buyer's Signature Date

Seller's Signature Date
Scott Matejik 6-1-24
Agent's Signature Date
Scott Matejik

Buyer's Signature Date

Agent's Signature Date

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: **4420 Chalfont Place, Bethesda, MD 20816**

Legal Description: **Lot 24, Block A Subdivision: Westmoreland Hills (Overlook)**

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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GCAAR Form #912 - MD - Property Disclosure/Disclaimer
FORM: MREC/DLLR: Rev 10/1/2019

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10/19

Stuart & Maury, Inc., 4833 Bethesda Avenue #200 Bethesda MD 20814
Scott Matejlik

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Phone: 301.654.3200

Fax: 301.656.6182

4420 Chalfont

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? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unknown |
| In ceiling/attic? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unknown |
| In any other areas? | <input type="checkbox"/> Yes | <input type="checkbox"/> 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 _____

Katherine H. Wallace Trust

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 ☒ No If yes, specify:

Seller Katherine H. Wallace Date 5/31/24

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 4420 Chalfont Place
 City Bethesda State MD Zip 20816 between
 Seller Katherine H. Wallace Trust and
 Buyer _____ is hereby
 amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this 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 web sites 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
- Maryland-National Capital Area Park and Planning Commission (M-NCPPC),
2425 Reedie Drive, 14th Floor, Wheaton, MD 20902. Main number: 301-495-4600. Web site:
<https://montgomeryplanningboard.org>
- City of Rockville, City Hall, 111 Maryland Ave, Rockville, MD 20850.
Main telephone number: 240-314-5000. Web site: www.rockvillemd.gov
- State Department of Assessments & Taxation (SDAT), 301 W Preston Street, Baltimore, MD, 21201
Main Telephone Number: 410-767-1184. Website: sdatt.dat.maryland.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. 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. **CARBON MONOXIDE DETECTORS:** Montgomery County requires the owner of each occupied, single-unit, two-unit, and townhouse dwelling unit containing a fuel burning appliance or attached garage to have carbon monoxide detection and warning equipment. Carbon monoxide alarms or detectors must be installed:
 - 1) outside of each separate dwelling unit sleeping area and in the immediate vicinity of the bedrooms; and
 - 2) on every occupiable level of a dwelling unit, including basements;
 and also must:
 - 1) be located on the wall, ceiling or other location as specified in the manufacturer's published instructions that accompany the unit; and
 - 2) be installed and maintained under NFPA 720.

The specific Montgomery County Code section containing detailed information as to requirements, type, locations and exceptions can be found here: https://codelibrary.amlegal.com/codes/montgomerycounty/latest/montgomeryco_md/0-0-0-134832#JD_26-8A

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4. **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: N/A. 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.
5. **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 <https://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: _____.

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, or Town of Poolesville.

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.

6. **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://permittingervices.montgomerycountymd.gov/DPS/general/Home.aspx>. For well and/or septic field locations, visit <http://permittingervices.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 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.
- C. **Categories:** To confirm service area category, contact the Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division or visit 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) Unknown. This category affects the availability of water and sewer service as follows (if known) _____.

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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

7. **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.

8. **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): _____

9. **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. Does the Property contain an UNUSED underground storage tank? ☒ Yes ☐ No ☐ Unknown. If yes, explain when, where, and how it was abandoned: SEE ATTACHED (FRONT YARD TANK ABANDONED 8/8/03)

10. **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 charges 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.

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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.

11. SPECIAL PROTECTION AREAS (SPA):

Refer to montgomeryplanning.org/planning/environment/water-and-wetlands/special-protection-areas/ or montgomerycountymd.gov/water/streams/spa.html for explanations 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: MaryJo.Kishter@montgomeryplanning.org, or call 301-495-4701.

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

12. 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 <https://www.montgomerycountymd.gov/finance/taxes/faqs.html> and select "FAQ". Additional information relating to taxes and the assessment and appeal process can be located at <https://dat.maryland.gov/realproperty/Pages/Assessment-Appeal-Process.aspx> - 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 <https://apps.montgomerycountymd.gov/realpropertytax/>.
- 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.

Buyer's Initials

Buyer acknowledges receipt of both tax disclosures.

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13. 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. FAQs 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.

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.

OR

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

14. RECORDED SUBDIVISION PLAT:

Plats are available at the MNCPPC or at the Judicial Center, Room 2120, 50 Maryland Avenue, Rockville, MD or at 240-777-9477. In order to obtain a plat you will be required to supply the Lot, Block, Section and Subdivision, as applicable, for the Property. Plats are also available online at http://www.montgomeryplanning.org/info/plat_maps.shtm or at www.plats.net. Seller shall be subject to penalties per Montgomery Code Section 40-1, et seq. for failure to provide recorded subdivision plat, if one exists. Buyers shall check either A, B or C below. If B is selected, one of the options under B, shall also be checked:

☐ A. **Unimproved Lot and New Construction:** 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.

OR

☒ B. **Improved Lot/Recorded Subdivision Plat:** If the Property is not an unimproved lot or a newly constructed house and a subdivision plat has been recorded, 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. **NOTE: This is for resale properties only.**

☐ 1. Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.

- OR -

☐ 2. Buyer hereby waives receipt of a copy of such plat at time of execution of the Contract, but shall, prior to or at the time of Settlement, be provided a copy of the subdivision plat.

OR

☐ C. **Parcels With No Recorded Subdivision Plat:** For improved and unimproved resale properties only (i.e. properties that are not newly constructed), Buyer acknowledges that there is no recorded subdivision plat. **This Paragraph shall not be checked if a recorded subdivision plat exists for the improved resale lot.**

Buyer's Initials

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15. 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 <https://sdat.dat.maryland.gov/RealProperty/Pages/default.aspx>.
- C. **Other Tax Benefit Programs:** Does the Seller have reduced property taxes from any government program? ☒ Yes ☐ No. If yes, explain: Homestead Tax Credit

16. AGRICULTURAL RESERVE DISCLOSURE NOTICE:

This Property ☐ is ☒ is not subject to the Agricultural RESERVE Disclosure Notice requirements. These disclosure requirements 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 SDAT and Montgomery County Zoning Layer (MC Atlas).

17. NOTICE CONCERNING CONSERVATION EASEMENTS:

This Property ☐ is ☒ is not subject to a Conservation Easement. If applicable, GCAAR Conservation Easements Addendum is hereby provided. See <https://mcatlas.org/FCE/> for easement locator map.

18. GROUND RENT:

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

19. 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.shtml>, 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

20. 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

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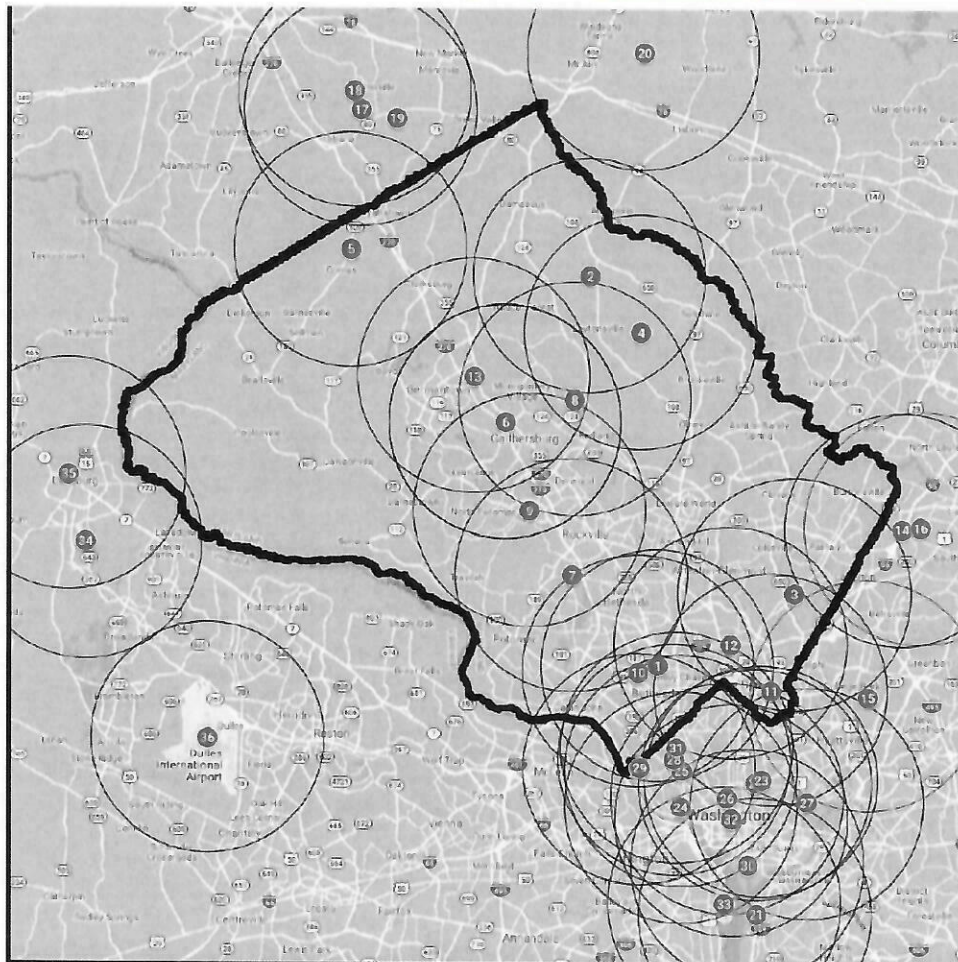
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forest, obtaining a grading or sediment control permit, or developing the Property. Further, Seller represents and warrants that no activities have been undertaken on the Property in violation of the Forest Conservation Law and that if such activities 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).

- 21. 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.



MONTGOMERY COUNTY

1. **Walter Reed National Medical Center Heliport**, 8901 Rockville Pike, Bethesda, MD 20889
2. **Davis Airport**, 7200 Hawkins Creamery Road, Laytonsville, MD 20879
3. **Dow Jones & Company, Inc.**, 11501 Columbia Pike, Silver Spring, MD 20904
4. **Federal Support Center Heliport**, 5321 Riggs Road, Gaithersburg, MD 20882
5. **Flying M Farms**, 24701 Old Hundred Road, Comus, MD 20842
6. **IBM Corporation Heliport**, 18100 Frederick Avenue, Gaithersburg, MD 20879
7. **Maryland State Police Heliport**, 7915 Montrose Road, Rockville, MD 20854
8. **Montgomery County Airpark**, 7940 Airpark Road, Gaithersburg, MD 20879
9. **Shady Grove Adventist Hospital**, 9901 Medical Center Drive, Rockville, MD 20850

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10. **Suburban Hospital**, 8600 Old Georgetown Road, Bethesda, MD 20814
11. **Washington Adventist Hospital**, 7600 Carroll Avenue, Takoma Park, MD 20912
12. **Holy Cross Hospital**, 1500 Forest Glen Road, Silver Spring, MD, 20910
13. **Holy Cross Germantown**, 19801 Observation Drive, Germantown, MD 20876

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**, 9701 C. 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. **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: <https://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 the 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.

23. **SCHOOL BOUNDARY NOTICE**: The Montgomery County Board of Education periodically reviews and amends school boundaries for each school within the Montgomery County Public Schools (MCPS) system. School boundaries designated for this Property are subject to change and Buyer is advised to verify current school assignments with MCPS.

/ _____
Buyer's Initials

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.

Katherine H. Wallace 5/31/24
Seller Date

Katherine H. Wallace Trust

Buyer Date

Seller Date

Buyer Date

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Utility Cost and Usage History Form

For use in Montgomery County, Maryland

Address 4420 Chalfont Place, Bethesda, MD 20816

Month	Year		Electric	Gas	Heating Oil
APRIL TO MAY	2024	Total Cost:	\$106.15	\$42.24	
		Total Usage:	524 KW	25.7 TH	
MARCH TO APRIL		Total Cost:	\$82.14	\$128.22	
		Total Usage:	403 KW	167.4 TH	
FEB TO MARCH		Total Cost:	\$103.85	\$162.44	
		Total Usage:	515 KW	132.1 TH	
JAN TO FEB		Total Cost:	\$100.32	\$340.90	
		Total Usage:	512 KW	319.5 TH	
DEC TO JAN	2023 - 2024	Total Cost:	\$124.42	\$345.00	
		Total Usage:	653 KW	292.9 TH	
NOV TO DEC	2023	Total Cost:	\$96.61	\$228.56	
		Total Usage:	509 KW	199.9 TH	
OCT TO NOV		Total Cost:	\$80.18	\$188.77	
		Total Usage:	411 KW	148.6 TH	
SEPT TO OCT		Total Cost:	\$102.92	\$59.48	
		Total Usage:	448 KW	36 TH	
AUG TO SEPT		Total Cost:	\$193.36	\$29.26	
		Total Usage:	929 KW	12.3 TH	
JULY TO AUG		Total Cost:	\$212.25	\$39.06	
		Total Usage:	1043 KW	19.5 TH	
JUNE TO JULY		Total Cost:	\$209.32	\$25.59	
		Total Usage:	1062 KW	9.2 TH	
MAY TO JUNE		Total Cost:	\$96.19	\$20.24	
		Total Usage:	427 KW	5.1 TH	
		Total Cost:			
		Total Usage:			
		Total Cost:			
		Total Usage:			
		Total Cost:			
		Total Usage:			

Seller/Owner (Indicate if sole owner) **Katherine H. Wallace Trust**

Date

Seller/Owner (Indicate if sole owner)

Date

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REAL PROPERTY CONSOLIDATED TAX BILL

Department of Finance
Division of Treasury
27 Courthouse Square, Suite 200
Rockville, MD 20850

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

WALLACE KATHERINE H TR
4420 CHALFONT PL
BETHESDA, MD 20816

PRINCIPAL RESIDENCE

BILL DATE	
05/30/2024	
PROPERTY DESCRIPTION	
WESTMORELAND HILLS	
BILL #	ACCOUNT #
43047289	00548432
REFUSE AREA	REFUSE UNITS
R1L	1

LOT	BLOCK	DISTRICT	SUB	TAX CLASS
24	A	07	048	R038
MORTGAGE INFORMATION		PROPERTY ADDRESS		
SEE REVERSE		4420 CHALFONT PL		
TAX DESCRIPTION	ASSESSMENT	RATE	TAX/CHARGE	
STATE PROPERTY TAX	1,194,267	.1120	1,337.58	
COUNTY PROPERTY TAX	1,194,267	1.0402	12,422.77	
SOLID WASTE CHARGE		576.9300	576.93	
WATER QUALITY PROTECT CHG (SF			126.00	
TOTAL			14,463.28	
CREDIT DESCRIPTION	ASSESSMENT	RATE	AMOUNT	
COUNTY PROPERTY TAX CREDIT			-692.00	
TOTAL CREDITS			-692.00	
PRIOR PAYMENTS ****			13771.28	
INTEREST			0.00	
Total Annual Amount Due :			0.00	

*PER \$100 OF ASSESSMENT

CURRENT YEAR FULL CASH VALUE TAXABLE ASSESSMENT
1,194,267

TAX RATE INFORMATION
THE CURRENT LEVY YEAR 2023 REAL PROPERTY TAX RATE IS 0.717 PER \$100 OF ASSESSMENT. LAST YEAR'S TAX RATE FOR LEVY YEAR 2022 WAS 0.6940 PER \$100 OF ASSESSMENT.

YOU CAN VIEW AND PAY YOUR BILL ON THE INTERNET AT apps.montgomerycountymd.gov/realpropertytax

PLEASE RETAIN THE TOP PORTION FOR YOUR RECORDS.



RETURN THIS PORTION WITH PAYMENT
REAL PROPERTY CONSOLIDATED TAX BILL
 TAX PERIOD 07/01/2023 - 06/30/2024
 FULL LEVY YEAR

BILL #
43047289

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

Make Check Payable to:
Montgomery County, MD

ACCOUNT #	LEVY YEAR	AMOUNT DUE
00548432	2023	0.00

WALLACE KATHERINE H TR
4420 CHALFONT PL
BETHESDA, MD 20816

DUE MAY 31 2024
PLEASE INDICATE AMOUNT BEING PAID

AMOUNT PAID

20820230430472894000000000000000000000000



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

ACCOUNT NUMBER:		00548432
PROPERTY:	OWNER NAME	WALLACE KATHERINE H TR
	ADDRESS	4420 CHALFONT PL BETHESDA , MD 20816-0000
	TAX CLASS	38
	REFUSE INFO	Refuse Area: R Refuse Unit:

TAX INFORMATION:			
TAX DESCRIPTION	LY24 PHASE-IN VALUE₁	LY23 RATE₂	ESTIMATED FY24 TAX/CHARGE
STATE PROPERTY TAX	1,244,733	.1120	\$1,394.1
COUNTY PROPERTY TAX ₃	1,244,733	1.0402	\$12,947.71
SOLID WASTE CHARGE ₄		576.9300	\$576.93
WATER QUALITY PROTECT CHG (SF ₄			\$126
ESTIMATED TOTAL₆			\$15,044.74

The following footnote references apply only if the table above has a foot number reference.

1. Phase in value comes from the data base at the Maryland Department of Assessments and Taxation <http://www.dat.state.md.us/>, Real Property Data Search. The phase in value is for the next fiscal year, if available, otherwise the phase in value is for current fiscal year.
2. Tax rates come from the current property tax bill, which also may include several non-tax charges, at the web page of the County Government's Department of Finance: <https://www.montgomerycountymd.gov/finance>. Look for a link to "Pay or view your property tax bill on line".
3. County Property Tax is the sum of the General Fund tax and several special fund taxes.
4. All non-tax charges (for example Solid Waste, Water Quality Protection, Bay Restoration Fund, WSSC) are the charges in the current fiscal year. These charges may be different in the next fiscal year.
5. This property is located in an **existing** development district. Each year a special development district assessment must be paid. Effective every July 1st, the rate will change based on changes in the property assessment and debt service requirements. More information is available in the FAQ section of this website.
6. You must update the estimate for the property taxes and other non-tax charges
 - a. Every July 1, because the tax rates, phase-in values, and other non-tax charges will or may change; AND ALSO
 - b. In early January if the calculation used the phase-in value for the current fiscal year instead of the phase-in value for the next fiscal year, because SDAT had not yet specified the phase in value for the next fiscal year. This occurs in the period July 1 - early January in the third year of the three year assessment cycle.
7. This property is located in a **proposed** development district. At some date in the future, development district taxes may be levied to pay debt service on bonds issued to build infrastructure in the district. It is important that property owners recognize that this additional tax may be levied in the future. The rate indicated above is an estimate and will change once the district is created and bonds are issued. More information is available in the FAQ section of this website.
8. The Proposed Estimated Total includes all actual and proposed taxes and non-tax charges relative to this property.
9. This is a one time charge assessed against this property and is not an annual fee. It should be paid before the property is sold and will remain due until paid.

PLAT NO. 9383

ENGINEERS CERTIFICATE

We hereby certify that the plan shown hereon is correct; that it is a subdivision of part of the lands conveyed to W.C. & A.N. Miller Development Company by the following (4) deeds: 1. from Jennie M. Grenfield, widow, dated September 4, 1929, and recorded in Liber 488 at Folio 384; 2. from William E. Furey, et ux, dated November 30, 1929, and recorded in Liber 494 at Folio 357; 3. from Leon P. Shosmaker, et al, dated December 17, 1932, and recorded in Liber 1798 at Folio 522; 4. from United States of America, dated December 8, 1953, and recorded in Liber 1902 at Folio 574; and also a subdivision of part of Blocks 2 and 3, "Dale's Park" as abandoned by court of Equity Case No. 16365; all among the land records of Montgomery County, Maryland, and that stones marked thus: a, and iron pipes marked thus: o, are in place where shown hereon

Date: July 12, 1969 - STERLING R. MADDOX & ASSOC.

By: *Harold M. Bradshaw*
HAROLD M. BRADSHAW
MD. REG. NO. 4492

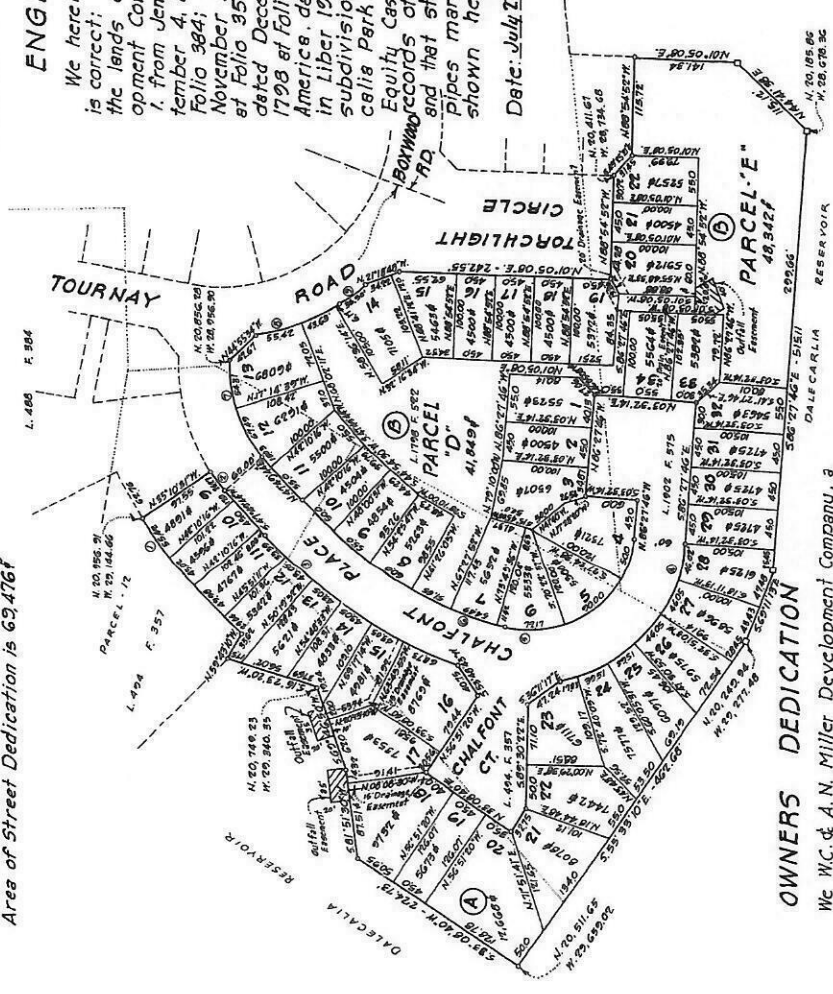
CURVE DATA			
STATION	ARC	CHORD BEARING	CURVED TANG.
1	100.00	N. 89° 02' 00" E.	100.00
2	100.00	S. 89° 02' 00" E.	100.00
3	100.00	S. 89° 02' 00" E.	100.00
4	100.00	N. 89° 02' 00" E.	100.00
5	100.00	N. 89° 02' 00" E.	100.00
6	100.00	N. 89° 02' 00" E.	100.00
7	100.00	N. 89° 02' 00" E.	100.00
8	100.00	N. 89° 02' 00" E.	100.00
9	100.00	N. 89° 02' 00" E.	100.00
10	100.00	N. 89° 02' 00" E.	100.00
11	100.00	N. 89° 02' 00" E.	100.00
12	100.00	N. 89° 02' 00" E.	100.00
13	100.00	N. 89° 02' 00" E.	100.00
14	100.00	N. 89° 02' 00" E.	100.00
15	100.00	N. 89° 02' 00" E.	100.00
16	100.00	N. 89° 02' 00" E.	100.00
17	100.00	N. 89° 02' 00" E.	100.00
18	100.00	N. 89° 02' 00" E.	100.00
19	100.00	N. 89° 02' 00" E.	100.00
20	100.00	N. 89° 02' 00" E.	100.00

Special Note: The plan shown hereon lies within an approved Cluster Development Plan. Subdivision or Re-subdivision is not permitted and development of the land is permitted only in accordance with the land uses indicated on the approved development plan.

PART OF BLOCKS A & B
WESTMORELAND HILLS
MONTGOMERY COUNTY, MARYLAND
7th ELECTION DISTRICT

Scale: 1" = 100'
October, 1968
Sterling R. Maddox & Assoc.
Engineers & Surveyors
Bethesda, Md.

RECORDED:
PLAT BOOK:
PLAT NO.:



OWNERS DEDICATION

We W.C. & A.N. Miller Development Company, a Delaware corporation, owner of the property shown and described hereon, hereby adopt this plan of subdivision, establish the minimum front, side and rear yards as being the limits of initial construction by the Developer or as subsequently approved by the Overlook Homeowners Association, Inc. through its board of directors or its Architectural Control Committee, and dedicate the streets to public use, and grant slope easements to the front building restriction lines and drainage easement as shown.
Date: July 18, 1969 - W.C. & A.N. MILLER DEVELOPMENT CO.

Attest: *Louise Machin*
LEWIS MACHIN
SECRETARY
William N. Miller, Jr.
WILLIAM N. MILLER, JR.
PRESIDENT

NOTE: Parcels D & E shown hereon are to be held in private ownership, not for public dedication, and to be administered and maintained by the Overlook Homeowners Assoc. for public sewer & water systems only.

MONTGOMERY COUNTY, MARYLAND
DEPARTMENT OF PUBLIC WORKS
APPROVED: August 7, 1969
Chairman: *Thomas C. ...*
Secretary: *Richard J. ...*
M.N.C.P. & P.C. RECORD FILE NO. 506-6

Escrow Agreement Between Buyer, Seller, and Non-Broker Escrow Agent (Required for use in Montgomery County, MD with GCAAR Sales Contract)

(This Escrow Agreement is not part of the GCAAR Sales Contract and may not be signed by the Escrow Agent until a Deposit check or wire has been received by said Escrow Agent.)

Regarding the Contract of Sale dated _____ between _____
(Buyer) and **Katherine H. Wallace Trust** _____
(Seller) for the purchase of the real property located at
Address **4420 Chalfont Place** Unit # _____
City **Bethesda** State **MD** Zip Code **20816** , Parking Space(s) # _____
Storage Unit # _____ with the legal description of Lot **24** Block/Square **A** Section _____
Subdivision/Project Name **Westmoreland Hills** Tax Account # _____
("GCAAR Sales Contract"), in consideration of mutual promises contained herein, Buyer, Seller, and Escrow Agent agree to the following:

1. **DEPOSIT DEFINED:** "Deposit" means the "Deposit" specified in the GCAAR Sales Contract.
2. **DOWN PAYMENT DEFINED:** "Down Payment" means the "Down Payment" specified in the GCAAR Sales Contract and includes all funds received by Escrow Agent from, or on behalf of, Buyer in anticipation of Settlement and intended to be credited towards the Sales Price at Settlement, but not identified in the GCAAR Sales Contract as a Deposit or Financing.
3. **ESCROW AGENT DEFINED:** "Escrow Agent" means the "Escrow Agent" specified in the GCAAR Sales Contract. Escrow Agent is not a party to the GCAAR Sales Contract. Buyer and Seller agree that Escrow Agent assumes no duty or liability for the performance, non-performance or otherwise of Buyer's or Seller's obligations under the GCAAR Sales Contract.
4. **RECEIPT OF DEPOSIT:** Escrow Agent acknowledges receipt of the Deposit in the amount of \$ _____ on Date of Deposit Receipt as stated below.
5. **HANDLING OF DEPOSIT:** Escrow Agent shall promptly place the Deposit in Escrow Agent's Trust Account in accordance with the GCAAR Sales Contract. Escrow Agent may not use the Deposit for any purpose other than that for which it is entrusted to Escrow Agent. Unless otherwise agreed in the GCAAR Sales Contract, Escrow Agent shall place the Deposit in a non interest-bearing account. If the GCAAR Sales Contract requires Escrow Agent place funds in an interest-bearing account, Escrow Agent may charge Buyer a fee for establishing such an account. Escrow Agent may pool and commingle other trust funds with the Deposit as allowed by law.
6. **MAINTENANCE AND DISPOSITION OF DEPOSIT:** Escrow Agent agrees to maintain the Deposit in Escrow Agent's Trust Account in accordance with the laws and regulations of the appropriate jurisdiction and/or, if VA financing applies, as required by Title 38 of the U.S. Code until one of the following occurs:
 - A. **Settlement:** The real estate transaction settles in which case the Deposit shall be credited towards the Sales Price at Settlement. If Escrow Agent is not the Settlement Agent identified in the GCAAR Sales Contract, Escrow Agent shall timely deliver Deposit to said Settlement Agent by a date not later than the Settlement Date.; **OR**
 - B. **Release of Deposit Agreement:** Escrow Agent receives a written agreement executed by both Buyer and Seller directing disbursement or other disposition of the Deposit.; **OR**
 - C. **Court Order:** A court of competent jurisdiction orders disbursement and all appeal periods have expired.; **OR**
 - D. **Disbursement Authorized by Law:** Escrow Agent disburses the Deposit in any other manner authorized by the laws and regulations of the appropriate jurisdiction.
7. **RECEIPT OF DOWN PAYMENT:** It is agreed and understood that the Down Payment will be delivered by, or on behalf of, Buyer to Escrow Agent in accordance with the terms of the GCAAR Sales Contract.
8. **HANDLING OF DOWN PAYMENT:** Escrow Agent shall promptly place the Down Payment in Escrow Agent's Trust Account. Escrow Agent may not use the Down Payment for any purpose other than that for which it is entrusted to Escrow Agent. Escrow Agent shall place the Down Payment in a non interest-bearing account. Escrow Agent may pool and commingle other trust funds with the Down Payment as allowed by law.

9. **MAINTENANCE AND DISPOSITION OF DOWN PAYMENT:** Escrow Agent shall maintain the Down Payment in Escrow Agent's Trust Account until one of the following occurs:
- A. **Settlement:** The real estate transaction settles in which case the Down Payment shall be credited towards the Sales Price at Settlement.; **OR**
 - B. **Release of Down Payment:** Escrow Agent receives proper written instructions executed by Buyer directing the withdrawal or other disposition of the Down Payment.
10. **NOTIFICATION OF INSUFFICIENT FUNDS:** If a Deposit or Down Payment check is returned for insufficient funds or wire is dishonored, Escrow Agent shall notify Buyer and Seller, and their agents, in writing within five (5) business days from receipt of notice from the financial institution where the funds were placed.
11. **DISPUTES:**
- A. **Holding Disputed Funds:** Escrow Agent must hold disputed Deposit funds in accordance with the terms of this agreement. It is understood and agreed that the Down Payment is not part of the Deposit and the release of said Down Payment is not subject to the instruction of Seller and may not be subject to an interpleader action.
 - B. **Action for Interpleader:** In the event of any litigation or dispute between Buyer and Seller concerning the release of the Deposit, Escrow Agent's sole responsibility may be met, at Escrow Agent's option, by paying the Deposit into the court in which such litigation is pending, or by paying the Deposit into a court of proper jurisdiction by an action for interpleader. Buyer and Seller agree that, upon Escrow Agent's payment of the Deposit into the court, neither Buyer nor Seller shall have any further right, claim, demand or action against Escrow Agent regarding the release of the Deposit; and Buyer and Seller, jointly and severally, shall indemnify and hold Escrow Agent harmless from any and all such rights, claims, demands or actions. In the event of such dispute and election by Escrow Agent to file an action for interpleader as herein provided, Buyer and Seller further agree and hereby expressly and irrevocably authorize Escrow Agent to deduct from the Deposit all costs incurred by Escrow Agent in the filing and maintenance of such action, including but not limited to, filing fees, court costs, service of process fees and attorneys' fees, provided that the amount deducted shall not exceed the lesser of \$1,000 (one thousand dollars) or the amount of the Deposit held by Escrow Agent. All such fees and costs authorized herein to be deducted may be deducted by Escrow Agent from the Deposit prior to paying the balance of the Deposit to the court. Buyer and Seller further agree and expressly declare that all such fees and costs so deducted shall be the exclusive property of Escrow Agent. If the amount deducted by Escrow Agent is less than the total of all of the costs incurred by Escrow Agent in filing and maintaining the interpleader, then Buyer and Seller jointly, and severally, agree to reimburse Escrow Agent for all such excess costs upon the conclusion of the action and such payment may be included in the final judgment or award issued.
12. **ATTORNEY'S FEES AND COSTS:** In any action or proceeding between Buyer and Seller and/or between Buyer and Escrow Agent and/or Seller and Escrow Agent resulting in Escrow Agent being made a party to such action or proceeding, including, but not limited to, any litigation, arbitration, or complaint and claim before a Maryland regulatory board, whether as defendant, cross-defendant, third-party defendant or respondent, Buyer and Seller jointly and severally, agree to indemnify and hold Escrow Agent harmless from and against any and all liability, loss, cost, damages or expenses (including filing fees, court costs, service of process fees, transcript fees and attorneys' fees) incurred by Escrow Agent in such action or proceeding, provided that such action or proceeding does not result in a judgment against Escrow Agent. This Paragraph shall apply to any and all such action(s) or proceeding(s) against Escrow Agent including those action(s) or proceeding(s) based, in whole or in part, upon any alleged act(s) or omission(s) by Escrow Agent, including, but not limited to, any alleged act of misrepresentation, fraud, non-disclosure, negligence, violation of any statutory or common law duty, or breach of fiduciary duty by Escrow Agent. The provisions of this Paragraph shall survive settlement and shall not be deemed to have been extinguished by merger with the deed. The term Escrow Agent as used in this paragraph shall include any agent, subagent, salesperson, independent contractor and/or employees of Escrow Agent.
13. **ENTIRE AGREEMENT:** This Escrow Agreement constitutes the entire agreement among the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Escrow Agreement mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, and successors. Once signed, the terms of this Escrow Agreement can only be changed by a document executed by all parties. To the extent that the terms of this Escrow Agreement and the terms of the GCAAR Sales Contract are different, inconsistent or contradict each other, this Escrow Agreement shall control. This Escrow Agreement shall be interpreted and construed in accordance with the laws of the State of Maryland.

Seller _____ Date _____
Katherine H. Wallace Trust

Buyer _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____

TO BE COMPLETED BY ESCROW AGENT UPON RECEIPT OF A RATIFIED GCAAR SALES CONTRACT AND DEPOSIT:

Date of Deposit Receipt: _____

Name of Escrow Agent (Company): _____

Address of Escrow Agent (Company): _____

Telephone Number of Escrow Agent (Company): _____

Name and Title of Escrow Agent Representative: _____

Email Address of Escrow Agent Representative: _____

Signature of Escrow Agent Representative: _____

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Previous editions of this Form should be destroyed.