

**PLEASE SUBMIT ALL OF THE FOLLOWING FORMS WITH YOUR OFFER:**

- **EMD** ~ Copy of earnest money deposit check AND Form #1367-EMD Escrow Agreement
- **Buyer's Financial Information Sheet** ~ The Seller needs to determine the buyer's financial wherewithal to consummate the transaction and the buyer must not misrepresent his/her ability to purchase according to the terms of the written contract. This form serves this dual purpose and is a statement from the Buyer that the Seller can rely on for both above.
- **Pre-Approval Letter** ~ Letter should be from a recognized lending institution. If your contract is an all-cash offer, you must show proof of funds via bank statements or letter from an accountant or licensed financial planner.
- **GCAAR Sales Contract or MAR Contract**
- **Montgomery County Jurisdictional Addendum to Sales Contract** ~ Make sure it is the correct one depending on if you use GCAAR or MAR contract.
- **Conventional/FHA/VA Financing Addendum** ~ All cash offers will not have this form. Contracts that plan to obtain financing but have contracts without a financing contingency still need to include this form but should cross out the contingency section.
- **GCAAR Addendum of Clauses A** ~ ONLY if Applicable
- **GCAAR Addendum of Clauses B** ~ ONLY if Applicable
- **Inclusion/Exclusion Disclosure and/or Addendum** ~ Included in disclosure package from listing agent.
- **HOA or Condo Seller Disclosure/Resale Addendum for Maryland** ~ ONLY if applicable. This would be included in disclosure package from listing agent.
- **Federal Lead Paint Disclosure Form** ~ ONLY if applicable. This would be included in disclosure package from listing agent.
- **MD Lead Paint Disclosure Form** ~ ONLY if applicable. This would be included in disclosure package from listing agent.
- **MAR Notice to Buyer's Right to Property Disclosure/Disclaimer Statement** ~ Included in disclosure package from listing agent.
- **Residential Property Disclosure/Disclaimer Statement** ~ Included in disclosure package from listing agent.
- **GCAAR REA Addendum** ~ Included in disclosure package from listing agent.
- **Important Information For the Purchase of Real Estate**

Other forms may be required depending on your offer, however the above forms are what I consider to be included in a complete contract offer that can be evaluated and potentially ratified by a Seller at time of presentation. Please have all pages of the disclosure package supplied by listing agent executed and signed by Buyers where highlighted. Extra credit given to those who follow my outline and order of forms.

Thanks,



Michael P. Rose



**Inclusions/Exclusions Disclosure and Addendum**  
*Required for use with GCAAR Listing Agreement & Sales Contract*

**PROPERTY ADDRESS:** 19 Blue Hosta Way, Rockville, MD 20850-2871

**PERSONAL PROPERTY AND FIXTURES:** The Property includes the following personal property and fixtures, if existing: built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke and heat detectors, TV antennas, exterior trees and shrubs. 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**

- Alarm System
- Intercom
- Satellite Dishes

**RECREATION**

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

**LIVING AREAS**

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

**OTHER**

- Storage Shed
- Garage Door Opener
- Garage Door Remote/Fob
- Back-up Generator
- Radon Remediation System
- Solar Panels

**LAUNDRY**

- Washer
- Dryer

**WATER/HVAC**

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

**EXCLUSIONS:** \_\_\_\_\_

**LEASED ITEMS, LEASED SYSTEMS & SERVICE CONTRACTS:** Leased items/systems or service contracts, including but not limited to: solar panels & systems, appliances, fuel tanks, water treatment systems, lawn 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.

*Lawrence E. LeClair*      7/19/20  
 Seller Lawrence E. LeClair      Date      Seller      Date

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

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

Seller *(sign only after Buyer)*      Date      Buyer      Date

Seller *(sign only after Buyer)*      Date      Buyer      Date



**Homeowners Association (HOA) Seller Disclosure/Resale Addendum for Maryland**  
*(Required for the Listing Agreement and required for either the GCAAR Contract or the Maryland REALTORS® Contract)*

Address 19 Blue Hosta Way  
 City Rockville, State MD Zip 20850-2871 Lot: 73  
 Block/Square: A Unit: \_\_\_\_\_ Section: \_\_\_\_\_ Tax ID # 160402932438  
 Parking Space(s) # \_\_\_\_\_ Storage Unit(s) # \_\_\_\_\_ Subdivision/Project: Rose Hill Falls

**PART I - SELLER DISCLOSURE:**

1. **SELLER'S ACKNOWLEDGMENT: ALL INFORMATION HEREIN WAS COMPLETED BY THE SELLER.**  
 The information contained in this Disclosure issued pursuant to Section 11B-106(b) of the Maryland Homeowners Association Act is based on the Seller's actual knowledge and belief and is current as of the date hereof.
  
2. **NAME OF HOMEOWNERS ASSOCIATION:** The Lot, which is the subject of this Contract, is located within a Development and is subject to the Rose Hill Falls Homeowners Association.
  
3. **CURRENT FEES AND ASSESSMENTS:** Fees and assessments as of the date hereof amount respectively to:
  - A. **HOA Fee:** Potential Buyers are hereby advised that the present HOA fee for the subject unit and parking space or storage unit, if applicable, is \$ 85.31 per month
  - B. **Special Assessments:**  No  Yes (If yes, complete 1-4 below.)
    - 1) Reason for Assessment: \_\_\_\_\_
    - 2) Payment Schedule: \$ \_\_\_\_\_ per \_\_\_\_\_
    - 3) Number of payments remaining \_\_\_\_\_ as of \_\_\_\_\_ (Date)
    - 4) Total Special Assessment balance remaining: \$ \_\_\_\_\_
  - C. **Delinquency:** Are there any delinquent Fees and/or Special Assessments?  No  Yes
  - D. **Fee Includes:** The following are included in the HOA Fee:  
 None  Trash  Lawn Care  Other CAM \_\_\_\_\_
  
4. **FEES DURING PRIOR FISCAL YEAR:** The total amount of fees, assessments and other charges imposed by the HOA upon the Lot during the prior fiscal year of the HOA is as follows:
 

Fees:	\$	<u>1,023.72</u>
Assessments:	\$	_____
Other Charges:	\$	_____
Total:	\$	<u>1,023.72</u>
  
5. **PARKING AND STORAGE:** Parking Space(s) and Storage Unit(s) may be designated by the Association Documents as: 1) General Common Elements for general use (possibly subject to a lease or license agreement), 2) Limited Common Elements assigned for the exclusive use of a particular Unit, or 3) Conveyed by Deed. The following Parking and/or Storage Units convey with this property:
 

Parking Space #(s) \_\_\_\_\_  is  is not separately taxed. If separately taxed:  
 Lot \_\_\_\_\_ Block \_\_\_\_\_ and Tax ID # \_\_\_\_\_, Lot \_\_\_\_\_ Block \_\_\_\_\_ and Tax ID # \_\_\_\_\_

Storage Unit #(s) \_\_\_\_\_  is  is not separately taxed. If separately taxed:  
 Lot \_\_\_\_\_ Block \_\_\_\_\_ and Tax ID # \_\_\_\_\_, Lot \_\_\_\_\_ Block \_\_\_\_\_ and Tax ID # \_\_\_\_\_

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6. **MANAGEMENT AGENT OR AUTHORIZED PERSON:** The management agent or person authorized by the HOA to provide information to the public regarding the HOA and the Development is as follows  
Name: Abaris Realty, Inc. Phone: (301)468-8919

Address: 7811 Montrose Road, Suite 110, Potomac, MD 20854

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

7. **SELLER'S KNOWLEDGE OF UNSATISFIED JUDGMENTS OR LAWSUITS:** The Seller has no actual knowledge of any unsatisfied judgments, or pending lawsuits against the Homeowners Association, except as noted:  
none
8. **SELLER'S KNOWLEDGE OF PENDING CLAIMS, COVENANT VIOLATIONS OR DEFAULT:** The Seller has no actual knowledge of any pending claims, covenant violations, actions or notices of default against the Lot, except as noted:  
none
9. **NOTICE TO SELLER REGARDING OBLIGATIONS TO NOTIFY THE HOA:** WITHIN THIRTY (30) CALENDAR DAYS OF ANY RESALE TRANSFER OF A LOT WITHIN A DEVELOPMENT, THE TRANSFEROR [SELLER] SHALL NOTIFY THE HOMEOWNERS ASSOCIATION FOR THE PRIMARY DEVELOPMENT OF THE TRANSFER. THE NOTIFICATION SHALL INCLUDE, TO THE EXTENT REASONABLY AVAILABLE, THE NAME AND ADDRESS OF THE TRANSFEROR [SELLER], THE DATE OF TRANSFER, THE NAME AND ADDRESS OF ANY MORTGAGEE, AND THE PROPORTIONATE AMOUNT OF ANY OUTSTANDING HOMEOWNERS ASSOCIATION FEE OR ASSESSMENT ASSUMED BY EACH OF THE PARTIES TO THE TRANSACTION.
10. **NOTICE OF BUYER'S RIGHT TO RECEIVE DOCUMENTS PURSUANT TO THE MARYLAND HOMEOWNERS ASSOCIATION ACT (HOA DOCUMENTS):**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

  
Seller

7/9/20  
Date

Seller

Date

Lawrence E. Leclair

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**PART II - RESALE ADDENDUM:**

The Contract of Sale dated \_\_\_\_\_, between  
 Seller Lawrence E. Leclair, 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.

- DEED AND TITLE/TITLE:** Paragraph is amended to include the agreement of the Buyer to take title subject to commonly acceptable easements, covenants, conditions and restrictions of record contained in HOA instruments, and the right of other owners in the Common Elements of the HOA and the operation of the HOA.
- PAYMENT OF FEES AND ASSESSMENTS:** Buyer agrees to pay such Fees and/or other Special Assessments as the Board of Directors or Association of the HOA may from time to time assess against the Unit, Parking Space and Storage Unit (as applicable) for the payment of operating and maintenance or other proper charges. Regarding any existing or levied but not yet collected Special Assessments:  Seller agrees to pay at the time of Settlement, any Special Assessments as disclosed in the Current Fees and Assessments Paragraph unless otherwise agreed herein: \_\_\_\_\_
- ASSUMPTION OF HOA OBLIGATIONS:** Buyer hereby agrees to assume each and every obligation of, to be bound by and to comply with the covenants and conditions contained in the HOA instruments and with the Rules and Regulations and covenants and restrictions of the HOA, from and after the date of settlement hereunder.
- RIGHT TO CANCEL:** Buyer shall have the right for a period of five (5) days following Buyer's receipt of the HOA documents and statements referred to in the HOA Documents Paragraph to cancel this Contract by giving Notice thereof to Seller. In the event that such HOA documents and statements are delivered to Buyer on or prior to the ratification of this Contract by Buyer, such five (5) day period shall commence upon ratification of this Contract. If the HOA documents and statements are not delivered to Buyer within the 20-day time period referred to in the HOA Documents Paragraph, Buyer shall have the option to cancel this Contract by giving Notice thereof to Seller prior to receipt by Buyer of such HOA documents and statements. Pursuant to the provisions of this paragraph, in no event may the Buyer have the right to cancel this Contract after Settlement.

Seller <i>(sign only after Buyer)</i>	Date	Buyer	Date
Lawrence E. Leclair			
Seller <i>(sign only after Buyer)</i>	Date	Buyer	Date

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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 Lawrence E. LeClair for the Property  
known as 19 Blue Hosta Way, Rockville, MD 20850-2871

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.

 _____ Seller's Signature	 _____ Date	_____ Buyer's Signature	_____ Date
<b>Lawrence E. LeClair</b>			

_____ Seller's Signature	_____ Date	_____ Buyer's Signature	_____ Date
 _____ Agent's Signature	 _____ Date	_____ Agent's Signature	_____ Date
<b>Michael P. Rose</b>			





MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 19 Blue Hosta Way, Rockville, MD 20850-2871

Legal Description: Lot: 73;Block: A; Subdivision: Rose Hill Falls

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? 10 YEARS

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

Water Supply [X] Public [ ] Well [ ] Other
Sewage Disposal [X] Public [ ] Septic System approved for (# bedrooms) Other Type

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Garbage Disposal  Yes [ ] No  
 Dishwasher  Yes [ ] No  
 Heating [ ] Oil  Natural Gas [ ] Electric [ ] Heat Pump Age 2013 [ ] Other \_\_\_\_\_  
 Air Conditioning [ ] Oil [ ] Natural Gas  Electric [ ] Heat Pump Age 2013 [ ] Other \_\_\_\_\_  
 Hot Water [ ] Oil [ ] Natural Gas  Electric Capacity 5 gal Age 2006 [ ] 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: shingle Age 20  
 Comments: 30 YEAR TRANSFERABLE WARRANTY  
 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: HVAC SYSTEM INSTALLED IN 2013

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

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

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

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

10. Water Supply: Any problem with water supply? [ ] Yes  No [ ] Unknown  
 Comments: \_\_\_\_\_  
 Home water treatment system: [ ] Yes  No [ ] Unknown  
 Comments: \_\_\_\_\_  
 Fire sprinkler system: [ ] Yes  No [ ] Unknown [ ] Does Not Apply  
 Comments: \_\_\_\_\_  
 Are the systems in operating condition?  Yes [ ] No [ ] Unknown  
 Comments: \_\_\_\_\_

11. Insulation:

In exterior walls? [ ] Yes [ ] No [X] Unknown
In ceiling/attic? [X] Yes [ ] No [ ] Unknown
In any other areas? [ ] Yes [X] 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: SMALL PUDDLE AT FENCE GATE DURING HEAVY RAIN. DRAINS IN 24 HRS.

Are gutters and downspouts in good repair? [X] Yes [ ] No [ ] Unknown

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

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

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

Any treatments or repairs? [ ] Yes [X] No [ ] Unknown

Any warranties? [ ] Yes [X] 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 [X] 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 [X] 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 [X] 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? [X] 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 [X] 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?

[X] 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 [X] 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) [Signature]
Lawrence E. LeClair

Date 7/9/20

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 \_\_\_\_\_ Date \_\_\_\_\_

**Lawrence E. Leclair**

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 19 Bluc Hosta Way  
 City Rockville, State MD Zip 20850-2871 between  
 Seller Lawrence E. LeClair and  
 Buyer \_\_\_\_\_ is hereby  
 amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

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

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

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

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**Exemptions:**

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

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

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

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

- A. **Existing Water and Sewer Service:** Refer to the Seller's Water Bills or contact WSSC at 301-206-4001 or City of Rockville at 240-314-8420.
- B. **Well and Septic Locations:** Contact the **Department of Permitting Services "DPS", Well and Septic**, or visit <http://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 maybe filed on microfiche, and, if outside a subdivision, the name of the original owner may be required. An original owner's name can be found among the Land Records at the County Courthouse. Allow two weeks for the "as built" drawing.
- C. **Categories:** To confirm service area category, contact the **Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division** or visit [waterworks@montgomerycountymd.gov](mailto:waterworks@montgomerycountymd.gov).

- A. **Water: Is the Property connected to public water?**  Yes  No  
If no, has it been approved for connection to public water?  Yes  No  Do not know  
If not connected, the source of potable water, if any, for the Property is: \_\_\_\_\_
- B. **Sewer: Is the Property connected to public sewer system?**  Yes  No  
If no, answer the following questions:  
1. **Has it been approved for connection to public sewer?**  Yes  No  Do not know  
2. **Has an individual sewage disposal system been constructed on Property?**  Yes  No  
Has one been approved for construction?  Yes  No  
Has one been disapproved for construction  Yes  No  Do not know  
If no, explain: \_\_\_\_\_
- C. **Categories: The water and sewer service area category or categories that currently apply to the Property is/are (if known)** \_\_\_\_\_  
This category affects the availability of water and sewer service as follows (if known) \_\_\_\_\_
- D. **Recommendations and Pending Amendments (if known):**  
1. **The applicable master plan contains the following recommendations regarding water and sewer service to the Property:** \_\_\_\_\_  
2. **The status of any pending water and sewer comprehensive plan amendments or service area category changes that would apply to the Property:** \_\_\_\_\_
- E. **Well and Individual Sewage System: When a Buyer of real property that is located in a subdivision on which an individual sewage disposal system has been or will be installed receives the copy of the recorded subdivision plat, the Buyer must confirm in writing by signing said Plat that the Buyer has received and reviewed the Plat, including any restrictions on the location of initial and reserve wells, individual sewage disposal systems, and the buildings to be served by any individual sewage disposal system.**

By signing below, the Buyer acknowledges that, prior to signing the Contract, the Seller has provided the information referenced above, or has informed the Buyer that the Seller does not know the information referenced above; the Buyer further understands that, to stay informed of future changes in County and municipal water and sewer plans, the Buyer should consult the County Planning Board or any appropriate municipal planning or water and sewer agency.

Buyer

Date

Buyer

Date

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

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

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

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

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

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

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

B. **Private Utility Company:**

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

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

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

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

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

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

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

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

OR

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

OR

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

**13. TAX BENEFIT PROGRAMS:**

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

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

**14. RECORDED SUBDIVISION PLAT:**

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

- 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. **Resale/Acknowledged Receipt:** If the Property is not an unimproved lot or a newly constructed house (i.e. resale), the Buyer may, in writing, waive receipt of a copy of such plat at the time of execution of the Contract, but shall, prior to or at the time of Settlement, be provided with a copy of the subdivision plat. The subdivision plat is not intended as a substitute for examination of title and does not show every restriction and easement. **Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.**
- OR
- C. **Resale/Waived Receipt:** For Resale properties only, Buyer hereby waives receipt of a copy of such plat at time of execution of contract, but shall, prior to or at the time of Settlement, be provided a copy of the subdivision plat.

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

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15. **AGRICULTURAL RESERVE DISCLOSURE NOTICE:**

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

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

17. **GROUND RENT:**

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

18. **HISTORIC PRESERVATION:**

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

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

Has the Property been designated as an historic site in the master plan for historic preservation?  Yes  No.

Is the Property located in an area designated as an historic district in that plan?  Yes  No.

Is the Property listed as an historic resource on the County location atlas of historic sites?  Yes  No.

Seller has provided the information required of Sec 40-12A as stated above, and the Buyer understands that special restrictions on land uses and physical changes may apply to this Property. To confirm the applicability of this County Code (Sec 40-12A) and the restrictions on land uses and physical changes that may apply, contact the staff of the County Historic Preservation Commission, 301-563-3400. If the Property is located within a local municipality, contact the local government to verify whether the Property is subject to any additional local ordinances.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

19. **MARYLAND FOREST CONSERVATION LAWS:**

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

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

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

Address 19 Blue Hosta Way, Rockville, MD 20850-2871

Month	Year	pepco		Washington		Heating Oil
		Electric	Gas	Gas	Heating Oil	
June	20	Total Cost: \$130.50				
		Total Usage: kwh		therms		
May	20	Total Cost: \$76.15		\$25.04		
		Total Usage: kwh		therms		
April	20	Total Cost: \$64.64		\$48.66		
		Total Usage: kwh		therms		
March	20	Total Cost: \$56.30		\$54.34		
		Total Usage: kwh		therms		
Feb	20	Total Cost: \$52.39		\$84.03		
		Total Usage: kwh		therms		
Jan	20	Total Cost: \$1.11		\$98.26		
		Total Usage: kwh		therms		
Dec	19	Total Cost: \$60.46		\$111.95		
		Total Usage: kwh		therms		
NOV	19	Total Cost: \$52.88		\$96.12		
		Total Usage: kwh		therms		
Oct	19	Total Cost: \$80.59		\$54.68		
		Total Usage: kwh		therms		
Sep	19	Total Cost: \$114.39				
		Total Usage: kwh		therms		
Aug	19	Total Cost: \$134.32				
		Total Usage: kwh		therms		
JULY	19	Total Cost: \$172.93		\$22.67		
		Total Usage: kwh		therms		
		Total Cost:				
		Total Usage:				
		Total Cost:				
		Total Usage:				

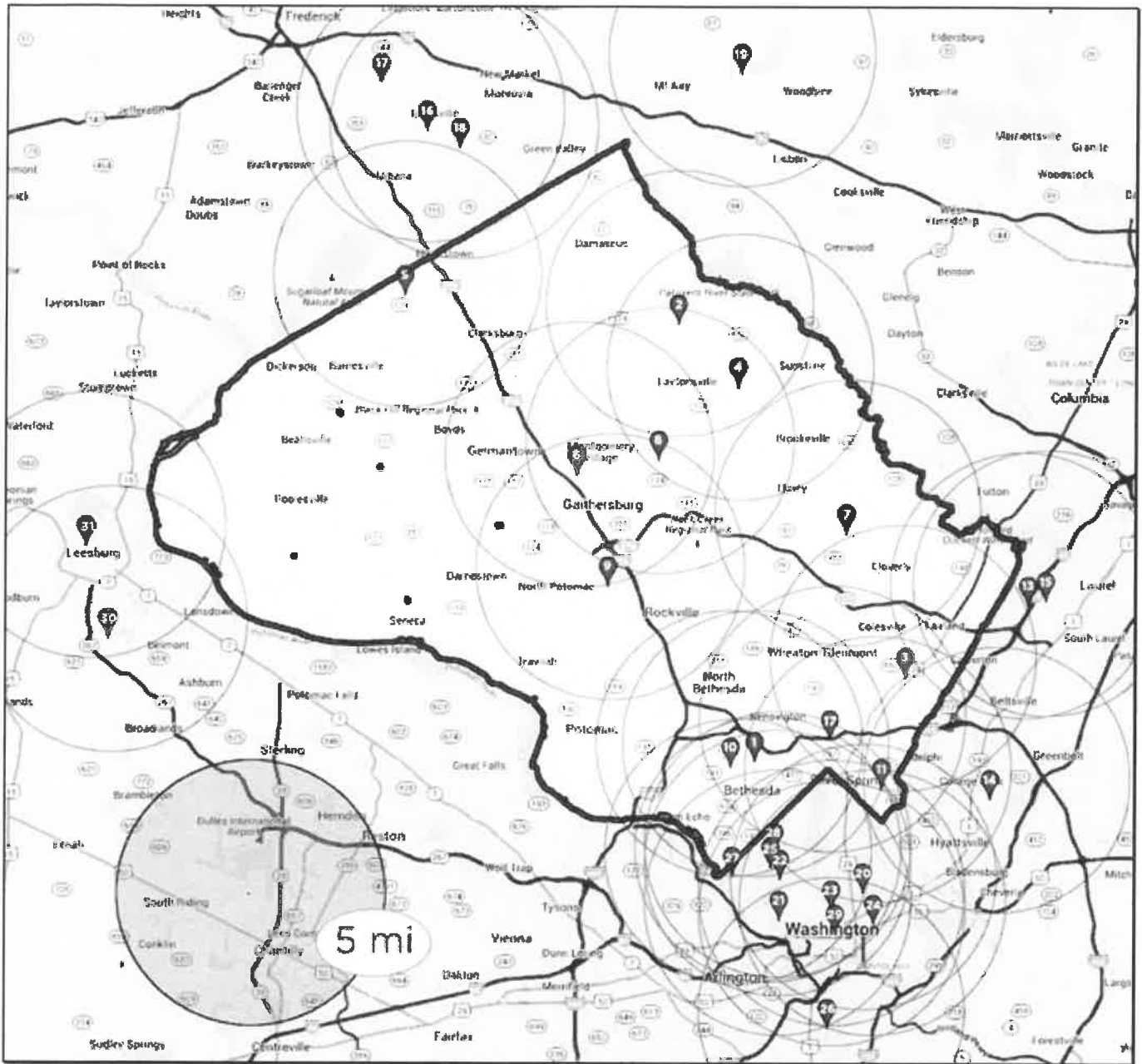
Seller/Owner (Indicate if sole owner) **Lawrence E. LeClair**

7/9/20  
Date

Seller/Owner (Indicate if sole owner)

Date

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**MONTGOMERY COUNTY**

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

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**PRINCE GEORGE'S COUNTY**

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

**FREDERICK COUNTY**

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

**CARROLL COUNTY**

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

**DISTRICT OF COLUMBIA**

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

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

**VIRGINIA**

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

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

- A. **Information Disclosure:** Information about home energy efficiency improvements, including the benefit of conducting a home energy audit. Buyers should visit the following websites for this information:  
<http://www.montgomerycountymd.gov/green/Resources/Files/energy/Home-Sales-Disclosure.pdf>
- B. **Usage History:** Has the home been owner-occupied for the immediate prior 12 months?  Yes  No If property has been owner-occupied for any part of the past 12 months, Seller must provide copies of electric, gas and home heating oil bills **OR** cost and usage history for the single-family home for that time. Sellers may use **GCAAR Utility Cost and Usage History Form** to disclose the utility costs and usage history.

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


7/9/20

Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_  
 Lawrence E. LeClair

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



REAL PROPERTY CONSOLIDATED TAX BILL

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

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

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

LECLAIR LAWRENCE E
19 BLUE HOSTA WAY
ROCKVILLE, MD 20850-2871



PRINCIPAL RESIDENCE

Table with columns: BILL DATE (07/06/2020), PROPERTY DESCRIPTION (ROSE HILL FALLS), BILL # (40260629), ACCOUNT # (02932438), REFUSE AREA (R40), REFUSE UNITS (1)

Main tax bill table with columns: LOT, BLOCK, DISTRICT, SUB, TAX CLASS, ASSESSMENT, RATE, TAX/CHARGE. Includes mortgage info for SunTrust Mortgage, Inc. and a list of taxes and credits.

Summary boxes: CURRENT YEAR FULL CASH VALUE TAXABLE ASSESSMENT (553,767), CONSTANT YIELD RATE INFORMATION (COUNTY RATE OF 0.6948 IS LESS THAN THE CONSTANT YIELD RATE OF 0.7080 BY 0.0132)

Total Annual Amount Due : 7,026.34

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

PLEASE RETAIN THE TOP PORTION FOR YOUR RECORDS.



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

Table with columns: BILL # (40260629)

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

Make Check Payable to:
Montgomery County, MD

Table with columns: ACCOUNT # (02932438), LEVY YEAR (2020), AMOUNT DUE (3,513.18)

DUE SEP 30 2020
PLEASE INDICATE AMOUNT BEING PAID

Table with column: AMOUNT PAID

LECLAIR LAWRENCE E
19 BLUE HOSTA WAY
ROCKVILLE, MD 20850-2871

2082020640260629700003513181000000000



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

**ACCOUNT NUMBER:** 02932438

**PROPERTY:**

<b>OWNER NAME</b>	LECLAIR LAWRENCE E
<b>ADDRESS</b>	19 BLUE HOSTA WAY ROCKVILLE , MD 20850-2871
<b>TAX CLASS</b>	50
<b>REFUSE INFO</b>	Refuse Area: R40 Refuse Unit: 1

**TAX INFORMATION:**

TAX DESCRIPTION	FY20 PHASE-IN VALUE <sub>1</sub>	FY20 RATE <sub>2</sub>	ESTIMATED FY20 TAX/CHARGE
STATE PROPERTY TAX	553,767	.1120	\$620.22
COUNTY PROPERTY TAX <sub>3</sub>	553,767	.8876	\$4,915.24
ROCKVILLE PROPERTY TAX	553,767	.2920	\$1,617
SOLID WASTE CHARGE <sub>4</sub>		31.1900	\$31.19
ROCKVILLE REFUSE CHARGE <sub>4</sub>			\$445
ROCKVILLE STORMWATER MGMT FEE			\$89.7
<b>ESTIMATED TOTAL<sub>6</sub></b>			<b>\$7,718.35</b>

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. 18871, OWNER'S DEDICATION**

We, the undersigned, owner of the property described hereon, hereby adopt this plan of subdivision, establish the minimum building restriction lines and grant to the City of Rockville, MD., slope easements 25 feet wide across all lots and parcels adjacent, contiguous and parallel to all street right of way lines. Said slope easements shall be extinguished at such time as the public improvements on the abutting rights-of-way have been completed and accepted for maintenance by the City of Rockville, MD.

Further, we grant to Potomac Electric Power Company and to Chesapeake and Potomac Telephone Co. of MD., and to their respective successors and assigns, an easement, in, on and over the land as shown hereon and described as Public Utility Easement, designated hereon as "P.U.E.", with said terms and provisions of such a grant being those set forth in a certain document entitled "Declaration of Terms and Provisions for Public Utility Easements" and recorded among the Land Records of Montgomery County, MD. in Liber 3834 at Folio 457. Said terms and provisions being incorporated herein by this reference.

Further, we grant to the City of Rockville, MD., easements designated hereon as "Water & Sewer Easement" for the construction, reconstruction, maintenance and operation of water mains, sanitary sewers and/or appurtenances.

Further, we grant to the City of Rockville, MD., easements designated hereon as "Storm Drain Easement" for the construction, reconstruction, maintenance and operation of storm drains and/or appurtenances.

Further, we grant to the City of Rockville, MD., a Maintenance Easement, 12 feet wide across all lots and parcels adjacent, contiguous and parallel to all street right of way lines for the construction, reconstruction, maintenance and operation of all sidewalks, street trees, traffic control devices, storm drains, driveway aprons, fire hydrants, street lights and water and sewer house connections within said easement. Maintenance of the water and sewer house connections will be from the main up to and including the water meters and sewer cleanouts only. Public utility easements shall be subordinate to the City Maintenance Easement.

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

FALLS ROAD W/M LIMITED PARTNERSHIP, a Maryland limited partnership  
and its Corporation's General Partner

*Scott C. Reed*  
Scott C. Reed,  
Executive Vice President

Date July 7, 1992

*Kenneth S. Kowitz*  
Kenneth S. Kowitz, Secretary

WE HEREBY ASSENT TO THIS PLAN OF SUBDIVISION

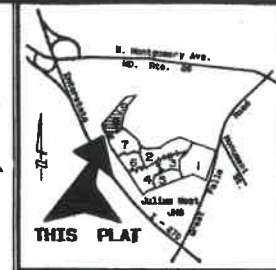
*Dr. J. J. Costopoulos*  
Dr. J. J. Costopoulos  
Witness

*Dr. J. J. Costopoulos*  
Dr. J. J. Costopoulos  
Witness

*John M. Pankratz*  
John M. Pankratz  
Witness

*John M. Pankratz*  
John M. Pankratz  
Witness

*Oliver H. Stealy*  
Oliver H. Stealy, trustee



VICINITY MAP Scale - 1"=2000'

**SURVEYOR'S CERTIFICATE**

I hereby certify that the information shown hereon is true to the best of my knowledge and belief, that it is a subdivision of part of the land conveyed by Fall Line Company, a Maryland corporation, Dexter W. Bullard Jr. and Anne W. Bullard, trustees to Falls Road W/M Limited Partnership, a Maryland Limited Partnership by deed dated July 8, 1990 and recorded among the Land Records of Montgomery County, Maryland in Liber 3834 at Folio 545; and that all property corner markers will be set in accordance with Chapter 50, Section 54-62-2 of the Montgomery County Code.

There is no STREET DEDICATION by this plat and the TOTAL AREA of this plat which includes 25 Lots is 4.1696 Acres.

Date July 6, 1992  
Donald F. Remers  
Professional Land Surveyor No. \_\_\_\_\_



Monuments marked thus will be set where indicated.

**100 YEAR FLOOD PLAN LINE DATA**

BEARING	DISTANCE
N 67° 47' 25" W	31.40
N 40° 00' 00" W	26.50
N 22° 47' 30" W	28.50
N 67° 47' 25" W	14.30

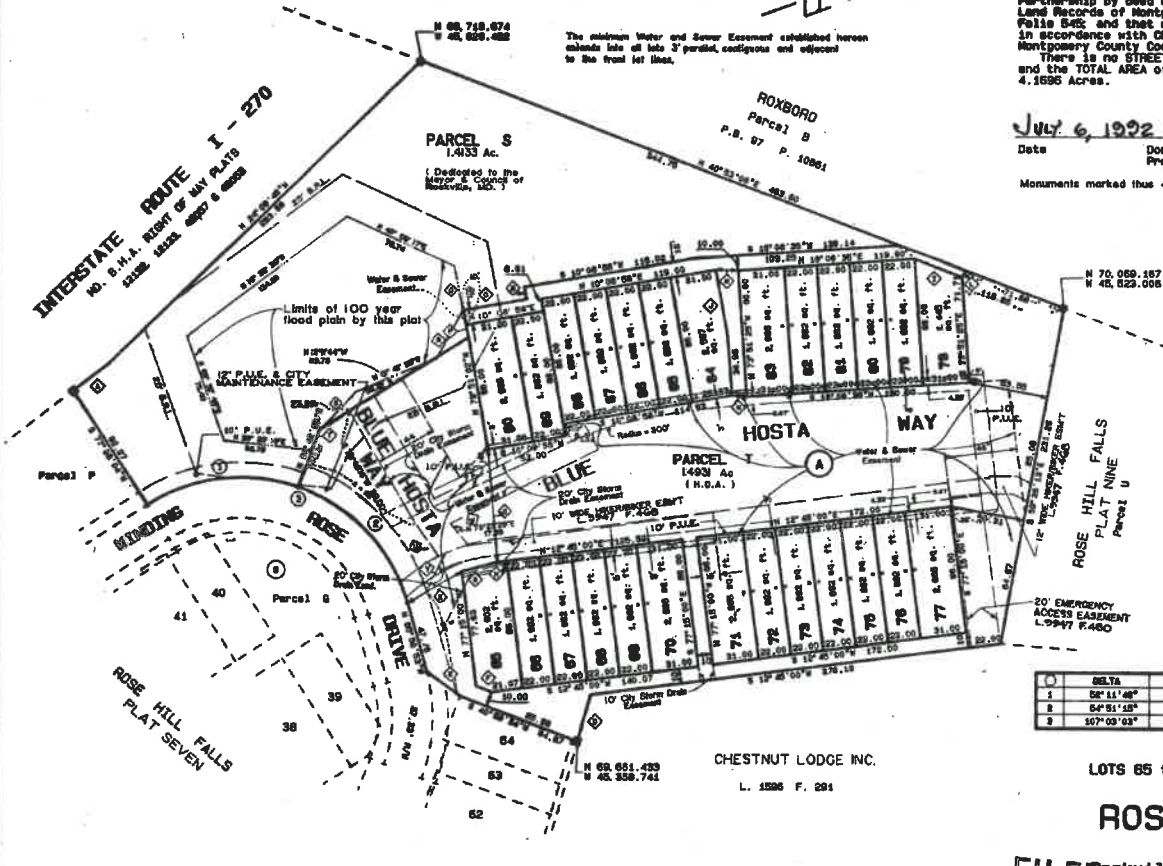
**LINE DATA**

LINE	BEARING	DISTANCE
A	N 27° 47' 25" W	30.00
B	S 79° 51' 02" E	6.83
C	S 50° 00' 00" W	43.00
D	S 24° 40' 00" W	32.54
E	S 02° 49' 07" W	27.88
F	S 42° 00' 00" W	11.87
G	S 02° 40' 00" E	24.87
H	N 12° 45' 00" E	9.88
I	N 40° 00' 00" E	24.39
J	S 79° 51' 02" E	47.35
K	N 30° 00' 00" W	42.84
L	S 42° 00' 00" E	8.00
M	S 21° 32' 12" W	15.00
N	N 24° 00' 00" E	10.11
O	N 74° 40' 00" W	78.78
P	S 79° 51' 02" E	18.28
Q	S 79° 51' 02" E	20.00
R	S 42° 00' 00" E	11.87
S	S 02° 40' 00" E	24.87

**CURVE DATA**

DELTA	BEGINN	LENGTH	TANGENT	CHORD BEYOND	CHORD BEY.
58° 11' 48"	118.87	105.99	87.38	8 18' 11" 00" W	208.90'
64° 51' 18"	118.87	111.70	89.34	8 18' 43' 30" W	237.48'
107° 09' 02"	118.87	217.99	107.81	8 40' 37' 30" W	487.83'

THE ROSE HILL FALLS COMMUNITY ASSOCIATION  
*Richard Guber* 9/29/92  
RICHARD GUBER, PRESIDENT



**PLAT OF CORRECTION  
LOTS 85 thru 90, PARCELS S & T - BLOCK A  
PLAT EIGHT**

**ROSE HILL FALLS**

FILED Rockville (4th) Election District  
OCT 21 1992  
Montgomery County, Maryland  
Scale - 1"=60' June, 1992

FOR PUBLIC SEWER AND WATER SYSTEMS ONLY  
THE CITY OF ROCKVILLE PLANNING COMMISSION  
ROCKVILLE, MARYLAND  
APPROVED - Aug. 26, 1992  
WITHOUT COMMITMENT TO THE INSTALLATION OF WATER, SEWER AND STREETS  
*Dean A. Ninkovich* CHAIR  
*Barry J. Rouse* ONLY EXECUTIVE OFFICER

RECORDED  
PLAT BOOK  
PLAT

NOTE  
The purpose of this plat of correction is to add water, sewer and storm drain easements and to revise the 15' P.U.E. and City Maintenance Easement to a 12' P.U.E. and City Maintenance Easement.

**LOIEDERMAN ASSOCIATES, INC.**  
ENGINEERS PLANNERS SURVEYORS  
15200 Shady Grove Road  
Rockville, Maryland 20850  
(301) 548-0700

MONTGOMERY COUNTY CIRCUIT COURT (Subdivision Plats, MO) Plat 18871, MSA\_S1249\_25070. Date available 1992/10/21. Printed 07/06/2020.

# CITY OF ROCKVILLE COMPREHENSIVE MASTER PLAN PLANNED LAND USE MAP

Adopted November 12, 2002 | Last Amended August 1, 2016

- Rockville City Limits
- Rockville Maximum Expansion Limit
- Rockville Planning Area Boundary

## Planned Land Use Designations

- ### Residential
- DRL - Detached Residential (Low Density Less Than 2.5 Units Per Acre)
  - DRM - Detached Residential (Medium Density 2.5 to 4 Units Per Acre)
  - DRH - Detached Residential (High Density Over 4 Units Per Acre)
  - GA - Garden Apartments
  - AR - Attached Residential
  - HRA - High Rise Apartments
  - PRSPD - Preferred Residential - Single-family Detached
  - PRSA - Preferred Residential - Single-family Attached
  - PRSFAD - Preferred Residential - Single-family Attached/Detached
  - PRMF - Preferred Residential - Multi-family

- ### Commercial & Industrial
- NC - Neighborhood Commercial
  - GC - General Commercial
  - EC - Entertainment Corridor
  - PC - Preferred Commercial
  - POLW - Preferred Office / Live Work Space
  - PO - Preferred Office
  - RIOP - Restricted Industrial / Office Park
  - SI - Service Industrial

### Mixed Use and Special Land Uses

- MR - Mixed Residential
- MUPO - Mixed Use Preferred Office
- MUC - Mixed Use Commercial
- MUPR - Mixed Use Preferred Residential
- MUD - Mixed Use Development
- MUI - Mixed Use Industrial
- RPCMUD - Rockville Pike Corridor Mixed Use Development
- RP-CD - Rockville Pike Corridor
- RP-CE - Rockville Pike Center
- RP-CR - Rockville Pike Core
- RP-N - Rockville Pike Neighborhood
- CPD - Comprehensive Planned Development

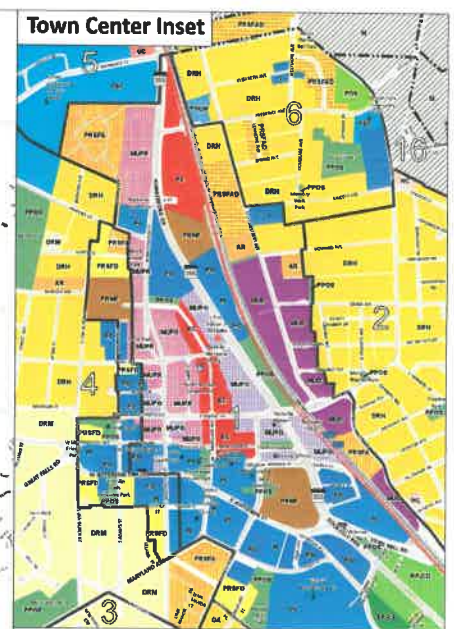
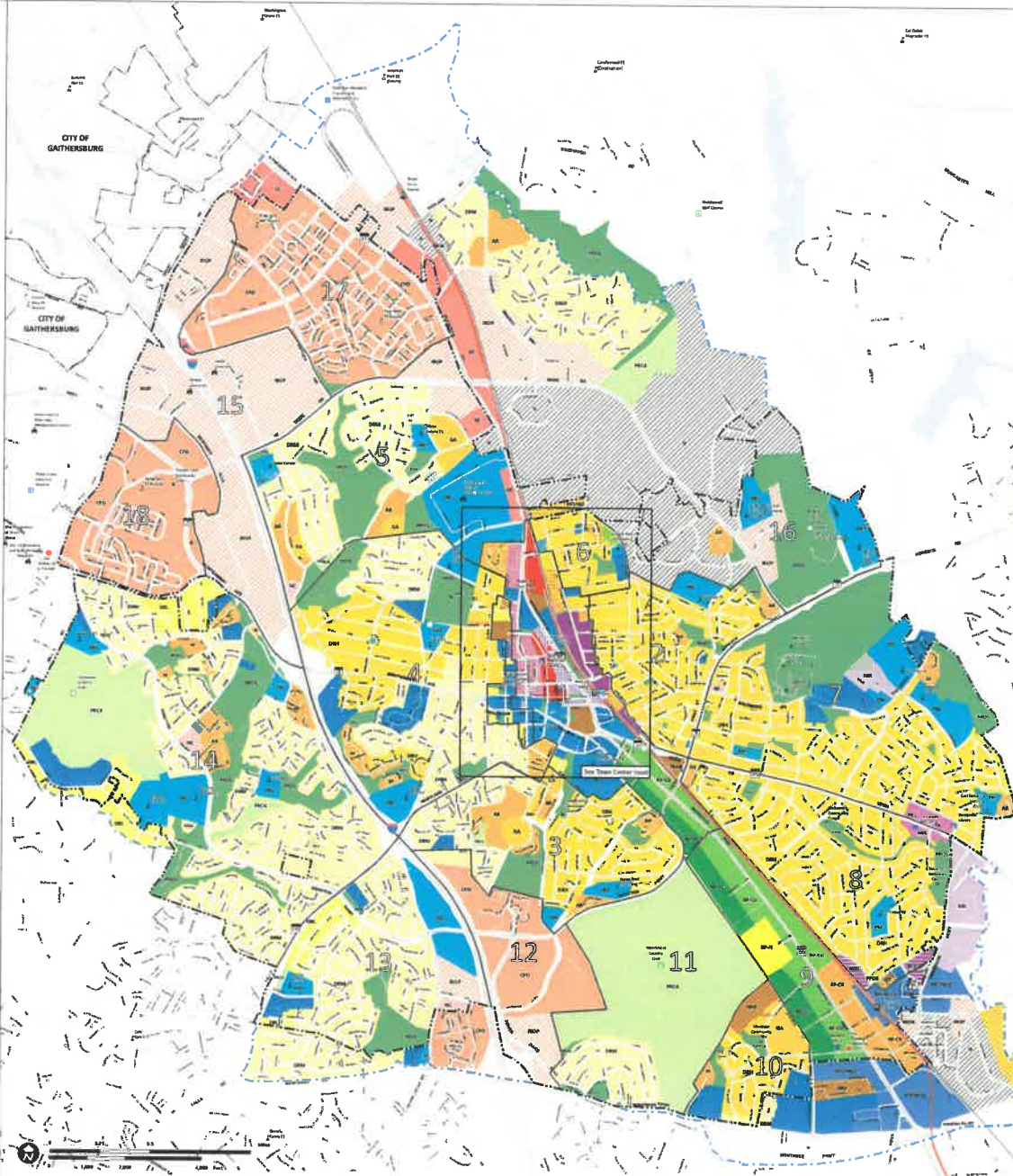
### Public, Institutional & Open Space

- PBF - Public Buildings and Facilities
- PI - Public and Institutional
- I - Institutional
- PRCA - Private Recreational and Conservation Area
- POS - Private Open Space
- PPOS - Public Park and Open Space
- RRW - Rail Right-of-Way

- City Facility
- Other Public Building
- Police Station
- Fire Station
- Hospital
- Public Library
- Post Office
- College / University
- Public School
- Planned School
- Public Golf Course
- Private Golf Course
- WMATA Train Station
- MARC Train Station
- Amtrak Train Station
- CSX Railway
- WMATA Metrorail

Additional information may be found in the City of Rockville Comprehensive Master Plan at City Hall or online at [www.rockvillemd.gov/masterplan](http://www.rockvillemd.gov/masterplan)

References: Map projected in Maryland State Plane, NAD 1983 (feet). Base map features from City of Rockville and Montgomery County GIS.



**ABOUT THIS PLANNED LAND MAP**  
This map shows planned land use designations for all areas currently within the Rockville municipal boundaries and adopted Maximum Expansion Limits (MEL). Planned land uses are established by the Rockville Comprehensive Master Plan (CMP) to indicate a desired ultimate use of land that may or may not be the use that currently exists. Planned land use designations also inform zoning districts, development regulations, and other policies and activities of the City. These planned land use designations were adopted under the City's 2002 CMP and revised in certain areas by subsequent neighborhood plan amendments to the Master Plan, including the East Rockville Neighborhood Plan (2004), Lincoln Park Neighborhood Plan (2007), Twinbrook Neighborhood Plan (2009), and Rockville Pike Neighborhood Plan (2016).

The Rockville MEL serves as a guide for future growth and municipal expansion and is not representative of any proposed municipal boundaries or development proposals. Rather, they represent an impact area where the City has an interest in future planning, development, and possible annexation. The current Maximum Expansion Limits were adopted by the Rockville Mayor and Council on December 13, 2010.

The City of Rockville has planning and zoning authority within its municipal boundaries that is separate from county powers beyond its boundaries. The development review process is managed by the Planning and Zoning and Inspection Services (Building) Divisions within the Department of Community Planning and Development Services and includes review by the Engineering and Transportation Division within the Department of Public Works, the City Forester and the Department of Recreation and Parks. Decisions on land development applications are made by the Mayor and Council, Planning Commission, Board of Appeals, Historic District Commission or designated staff, as established by City Code.

This map is intended for general reference only and is not to be construed as a legal document. Contact the City of Rockville Department of Community Planning and Development Services with any questions about this map or the specific provisions of the Rockville Zoning Ordinance or Comprehensive Master Plan.

Map Prepared by:  
Department of Community Planning and Development Services  
111 Maryland Avenue  
Rockville, MD 20850  
Phone: (240) 314-8200  
Email: [cpds@rockvillemd.gov](mailto:cpds@rockvillemd.gov)  
Web: [www.rockvillemd.gov/CPDS](http://www.rockvillemd.gov/CPDS)

