



Inclusions/Exclusions Disclosure and Addendum

Required for use with GCAAR Listing Agreement & Sales Contract

PROPERTY ADDRESS: 7721 Cayuga Ave, Bethesda, MD 20817-4825

PERSONAL PROPERTY AND FIXTURES: The Property includes the following personal property and fixtures, if existing: builtin 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	ELECTRONICS	RECREATION
Stove/Range	Alarm System	Hot Tub/Spa, Equipment, & Cover
Stove/Range Cooktop	Intercom	Pool Equipment & Cover
Wall Oven	Satellite Dishes	Sauna
Microwave Microwave		Playground Equipment
Refrigerator	LIVING AREAS	
w/ Ice Maker	Fireplace Screen/Door	OTHER
Wine Refrigerator	Gas Log	Storage Shed
Dishwasher	2 3 Ceiling Fans	Garage Door Opener
Disposer	Window Fans	Garage Door Remote/Fob
Separate Ice Maker	Window Treatments	Back-up Generator
Separate Freezer		Radon Remediation System
Trash Compactor	WATER/HVAC	Solar Panels
	Water Softener/Conditioner	
LAUNDRY	Electronic Air Filter	
Washer	Furnace Humidifier	
Dryer	Window A/C Units	L
limited to: solar panels & systems, applia and satellite contracts DO NOT CONVE	nces, fuel tanks, water treatment systems, Y unless disclosed here: Seller has completed this checklist disclosin 4426/19	ems/systems or service contracts, including but not lawn contracts, security system and/or monitoring, ng what for every with the Property. $\frac{Mauch}{rasiri Weerhennedige} \qquad \frac{4/26/19}{Date}$
ACKNOWLEDGEMENT AND INCO	RPORATION INTO CONTRACT : (Con	npleted only after presentation to the Buyer)
The Contract of Sale dated	between Seller L C Amarasir	i Gusthignna, N K Amarasiri Weerhennedige
and Buy		
for the Proper	ty referenced above is hereby amended by	the incorporation of this Addendum.
Seller (sign only after Buyer)	Date Buyer	Date
L C Amarasiri Gusthignna		
	Dete Discould	D
Seller (sign only after Buyer)	Date Buyer	Date
N K Amarasiri Weerhennedige		

©2017, The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by REALTOR® members only.

Previous editions of this form should be destroyed. GCAAR # 911 - Inclusions/Exclusions -- MC & DC Page1 of 1 9/2017

RE/MAX Realty Services, 4825 Bethesda Ave	nue #200 Bethesda MD 20814	Phone: (J	301) 347-4121	Fax: (301) 347-1623	7721 Cayuga Ave
Jeremy Lichtenstein	Produced with zipForm® by zipLogix	18070 Fifteen Mile Road, Fraser, Michigan 48026	www.zipLogix.com		





MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 7721 Cayuga Avenue, Bethesda, MD 20817-4825

Legal Description: Cohasset

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

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO 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? 8 years

Property System:	Water, Sewage,	Heating & A	ir Conditioniı	ng (Answer all t	that apply)		
Water Supply	[🗸] Public	[]	Well	[] Other			
Sewage Disposal	[✔] Public	[]	Septic System a	pproved for	(# bedrooms) (Other Type	
			1	ea Association of R	,		
GCAAR Form #912 - M	ID - Property Disclos	ure/Disclaimer	Pa	age 1 of 4			07/18
FORM: MREC/DLLR:	Rev 7/31/2018						
RE/MAX Realty Services , 482:	5 Bethesda Avenue #200 B	ethesda MD 20814			Phone: (301) 347-4121	Fax: (301) 347-1623	7721 Cayuga Ave
Jeremy Lichtenstein	Produce	d with zipForm® by z	ipLogix 18070 Fifteer	n Mile Road, Fraser, Mic	higan 48026 www.zipLogix.con	<u>1</u>	

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 [] 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:
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
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 [] 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: [] Yes [✓] No [] Unknown [] Does Not Apply
Are the systems in operating condition? [] Yes [] No [] Unknown Comments:

©2018 The Greater Capital Area Association of REALTORS®, Inc.

Previous editions of this Form should be destroyed.

In exterior walls? [] Yes [] No [✓] Unknown In ceiling/attic? [✓] Yes [] Wo [] Unknown In any other areas? [] Yes [✓] No Where? Comments:
12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?
[] Yes [] No [] Unknown Comments: Are gutters and downspouts in good repair? [] Yes [] No [] Unknown
Comments:
13. Wood-destroying insects: Any infestation and/or prior damage? [] Yes [✓] No [] Unknown Comments:
Any 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:
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? [Ves [] No [] Does Not Apply [] Unknown
16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office? 16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office? 16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office? 16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office? 17. Is the property located in a floød zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District? 17. Is the property located in a floød zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District? 17. Is the property located in a floød zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District?
16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office? 16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office? 16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office? 16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office? 17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District? 17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District? 19. Yes ✓ No 18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association? [] Yes ✓ No [] Yes ✓ No [] Unknown If yes, specify below
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:
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:
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:
16A. If you or a contractor have prade improvements to the property, were the required permits pulled from the county or local permitting office? [] Yes [] No [] Does Not Apply [] Unknown 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:
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:

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

7721 Cayuga Ave

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
Seller	
	y of this disclaimer statement and further acknowledge that they ns under §10-702 of the Maryland Real Property Article.
Purchaser	Date
Purchaser	Date
	Capital Area Association of REALTORS®, Inc.
i ievious cui	nons of this form should be destroyed.

Page 4 of 4

GCAAR Form #912 - MD - Property Disclosure/Disclaimer	
FORM: MREC/DLLR: Rev 7/31/2018	

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	L C Amarasiri Gusthignna, N K Amarasiri Weerhennedige	for Property
known as	7721 Cayuga Avenue, Bethesda, MD 20817-4825	

NOTE: This notice does <u>not</u> 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;

Maryland

- (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 required permits were obtained for any improvements made to the property;
- (x) 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
- (xi) 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.

Buyer /		Se	eller /	í
LTOR*	Page 1 of 2 10/17			EQUAL HOUSING OPPORTUNITY
MAX Realty Services, 4825 Bethesda Avenue #200 Bethesda MD 20814		Phone: (301) 347-4121	Fax: (301) 347-1623	7721 Cayuga Aye

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.

	L C Amarasiri Gusthignna	
Date	Seller's Signature N K Amarasiri Weerhennedige	Date
Date	Agent's Signature Jeremy Lichtenstein	Date
Page 2 of 2	10/17	
	Date Page 2 of 2	Date Seller's Signature N K Amarasiri Weerhennedige Date Agent's Signature

©Copyright 2017 Maryland REALTORS®. For use by REALTOR® members of Maryland REALTORS® only. Except as negotiated by the parties to the Contract, this form may not be altered or modified in any form without the prior expressed written consent of Maryland REALTORS®.





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		7721 Cayug	a Avenue		,
City	Bethesda	, State	MD	Zip	20817-4825		between
Seller	L C Amaras	iri Gusthignna, N K An	narasiri Weerher	nedige			and
Buyer						is	hereby
amonded by the incorneration	of this Addandum which a	hall supercode any provis	ions to the control	ry in the Contro	at		

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: <u>www.MC311.com</u>
- Maryland-National Capital Area Park and Planning Commission (M-NCPPC),
- 8787 Georgia Avenue, Silver Spring, MD, 20910. Main number: 301-495-4600. Web site: <u>www.mc-mncppc.org</u>
 City of Rockville, City Hall, 111 Maryland Ave, Rockville, MD 20850.
- Main telephone number: 240-314-5000. Web site: www.rockvillemd.gov
- 1. <u>DISCLOSURE/DISCLAIMER STATEMENT</u>: 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? Ves No. If no, see attached Maryland Residential Disclosure and Disclaimer Statement. If yes, reason for exemption:
- 2. <u>SMOKE DETECTORS</u>: 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: <u>www.montgomerycountymd.gov/mcfrs-info/resources/files/laws/smokealarmmatrix_2013.pdf</u>. 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. Maryland law requires by 2018 the replacement of all BATTERY-ONLY operated smoke alarms with tamper resistant units incorporating a silence/hush button and long-life batteries.
- 3. <u>MODERATELY-PRICED DWELLING UNIT</u>: Is the Property part of the Moderately-Priced Dwelling Unit Program in Montgomery County, the City of Rockville, or the City of Gaithersburg? Ves No. If yes, Seller shall indicate month and year of initial offering:
 . If initial offering is after March 20, 1989, the prospective Buyer and Seller should contact the appropriate jurisdictional agency to ascertain the legal buying and selling restrictions on the Property.
- 4. <u>RADON DISCLOSURE</u>: Effective October 1, 2016, a radon test must be performed on or before Settlement of a "Single Family Home" in accordance with Montgomery County Code Section 40-13C (see <u>http://www.montgomerycountymd.gov/green/air/radon.html</u> 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.

Is Seller exempt from the Radon Test disclosure? 🗌 Yes 🖌 No. If yes, reason for exemption: ______.

©2018 The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only. Previous editions of this Form should be destroyed.

GCAAR Form #900 – REA Disclosure

Page 1 of 8

12/2018

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 Ves Vo. 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. 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.

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

5. <u>AVAILABILITY OF WATER AND SEWER SERVICE</u>:

- A. <u>Existing Water and Sewer Service:</u> 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 <u>http://permittingservices.montgomerycountymd.gov/DPS/general/Home.aspx</u>. For well and/or septic field locations, visit <u>http://permittingservices.montgomerycountymd.gov/DPS/online/eInformationRequest.aspx</u>, 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. <u>Categories:</u> To confirm service area category, contact the Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division or visit <u>waterworks@montgomerycountymd.gov</u>.

А.	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 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.

©2018 The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only. Previous editions of this Form should be destroyed.

Page 2 of 8

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

Buyer

Date

- 6. <u>CITY OF TAKOMA PARK</u>: 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 Homeowners Association/Civic Association WITHOUT dues):
 - N/A

Date

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

9. DEFERRED WATER AND SEWER ASSESSMENT:

A. <u>Washington Suburban Sanitary Commission (WSSC) or Local Jurisdiction</u>:

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. <u>Private Utility Company</u>:

Are there any deferred water and sewer charges paid to a Private Utility Company which do NOT appear on the attached property tax bills? \Box Yes \checkmark 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.

©2018 The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only. Previous editions of this Form should be destroyed.

Page 3 of 8

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

7721 Cayuga Ave

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, or call 301-495-4540.

Is this Property located in an area designated as a Special Protection Area? Ves 🖌 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;
- Proposed land uses would threaten the quality or preservation of those resources or features in the absence of special water quality B. 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 and select "FAO". Additional information relating to taxes and the assessment and appeal process can be located at www.dat.state.md.us/sdatweb/taxassess.html - this provides tax information from the State of Maryland.
 - 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.
 - Estimated Property Tax & Non-Tax Charges: IN ADDITION, SELLER(S) ARE REQUIRED TO PROVIDE POTENTIAL B. 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 acknowledges receipt of both tax disclosures.

Buyer's Initials

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:

©2018 The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only. Previous editions of this Form should be destroyed.

GCAAR Form #900 - REA Disclosure

Page 4 of 8

12/2018

<u>The Property is located</u>	in an EXI	STING	Develop	ment_Dist	rict: Each	year the Buyer	of this Pro	operty mu	st pay a spec	ial
assessment or special tax i	mposed und	er Chapte	er 14 of	the Montgo	mery Cou	nty Code, in addi	tion to all o	ther taxes	and assessment	nts
that are due. As of the	e date of e	xecution	of this	s disclosure	e, the spe	cial assessment	or special	tax on	this Property	is
\$	each yea	r. A	map 1	reflecting	Existing	Development	Districts	can be	obtained	at
https://www2.montgomery	countymd.g	ov/estima	tedtax/n	nap/Existing	<u>_DevDist</u>	ricts.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 <u>each year</u>. 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.

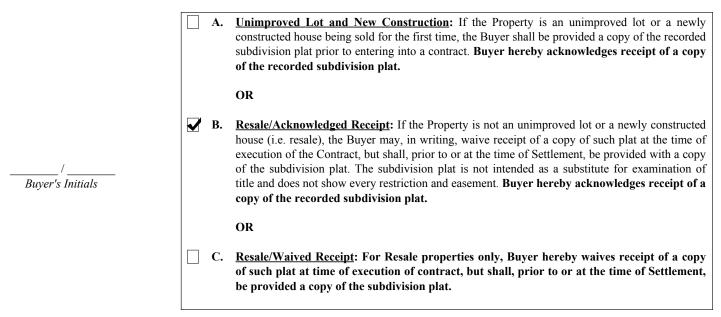
13. TAX BENEFIT PROGRAMS:

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. <u>Forest Conservation and Management Program</u> (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? <u>Yes</u> No. If yes, taxes assessed shall be paid by the Buyer OR the Seller.
- B. <u>Agricultural Program</u>: 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.
- C. <u>Other Tax Benefit Programs</u>: Does the Seller have reduced property taxes from any government program? Yes No. If yes, explain:

14. <u>RECORDED SUBDIVISION PLAT</u>:

Plats are available at the <u>MNCPPC</u> 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 <u>http://www.montgomeryplanning.org/info/plat_maps.shtm</u> or at <u>www.plats.net</u>. Buyers shall check **ONE** of the following:



©2018 The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only. Previous editions of this Form should be destroyed.

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.mcmaps.org/notification/agricultural lands.aspx.

16. <u>NOTICE CONCERNING CONSERVATION EASEMENTS</u>: This property is **w** 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 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 <u>http://www.montgomeryplanning.org/historic/index.shtm</u>, 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? Ves V 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.

Buver

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. <u>Forest Conservation Easements</u>: Seller represents and warrants that the Property is **s** 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. <u>AIRPORTS AND HELIPORTS</u>: 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.

©2018 The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.

Previous editions of this Form should be destroyed.

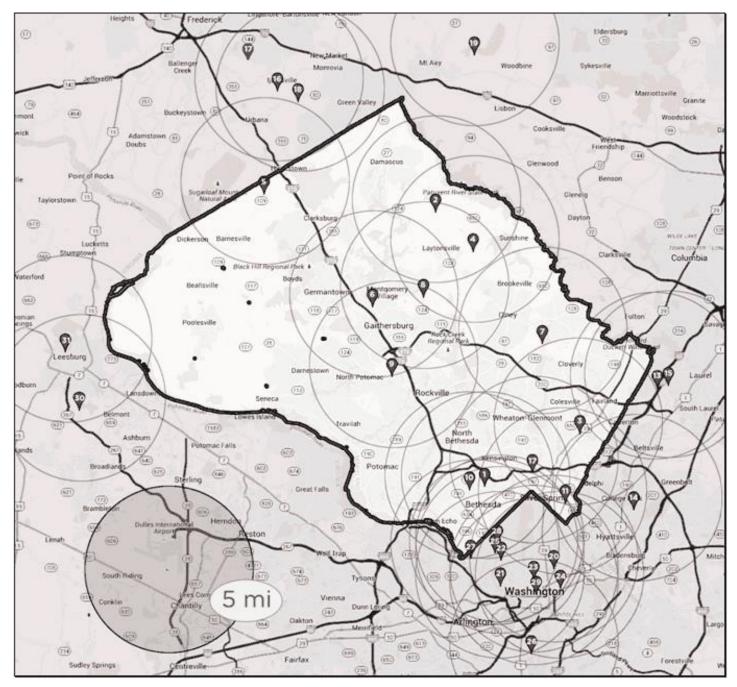
GCAAR Form #900 - REA Disclosure

Page 6 of 8

7721 Cayuga Ave

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

12/2018



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
- Dow Jones & Company, Inc., 11501 Columbia Pike, Silver Spring, MD 20904
- 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
- Montgomery County Airpark, 7940 Airpark Road, Gaithersburg, MD 20879
- 9. Shady Grove Adventist Hospital, 9901 Medical Center Drive, Rockville, MD 20850
- **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 Dr, Germantown, MD 20876

©2018 The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only. Previous editions of this Form should be destroyed.

GCAAR Form #900 - REA Disclosure

Page 7 of 8

PRINCE GEORGE'S COUNTY

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

FREDERICK COUNTY

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

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
- Children's National Medical Center, 111 Michigan 22. Avenue, NW, 20010
- Washington Hospital Center, 110 Irving Street, NW, 20010 23.
- Georgetown University Hospital, 3800 Reservoir Road, NW, 20007 24.

- 25. Metropolitan Police, Dist.2, 3320 Idaho Avenue, NW, 20007
- 26. Metropolitan Police, Dist.3, 1620 V Street, NW, 20007
- Metropolitan Police, Dist.5, 1805 Bladensburg Road, NE, 20002 27.
- National Presbyterian Church, 4101 Nebraska Avenue, NW, 28. 20016
- Sibley Memorial Hospital, 5255 Loughboro Road, NW, 20016 29.
- 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
- Dulles International Airport, 1 Saarinen Cir, Dulles, VA 36. 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
 - Usage History: Has the home been owner-occupied for the immediate prior 12 months? Ves No If property has been owner-В. 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

Seller

L C Amarasiri Gusthignna

enna Seller

N K Amarasiri Weerhennedige

Buyer

Date

Buyer

Date

©2018 The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only. Previous editions of this Form should be destroyed.

GCAAR Form #900 - REA Disclosure

Page 8 of 8

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

7721 Cayuga Ave





Utility Cost and Usage History Form

For use in Montgomery County, Maryland

7721 Cayuga Avenue, Bethesda, MD 20817-4825

Heating Oil Month Year Electric Gas Total Cost: Total Usage: Total Cost: Total Usage:

Seller/Owner (Indicate if sole owner) L C Amarasiri Gusthignna

Seller/Owner (Indicate if sole owner) NK Amarasiri Weerhennedige

©2011, The Greater Capital Area Association of REALTORS®, Inc.

This recommended form is the property of the Greater Capital Area Association of REALTORS ®, Inc. and is for use by members only. Previous editions of this form should be destroyed.

GCAAR Form # 932 -Utility Bills

Address

Page 1 of 1

Date

Date

Parcel Agent 360 Property Report 7721 Cayuga Ave, Bethesda, MD 20817-Unincorporated Tax ID 160700655628 4825

Public Records





Summary Information

Owner: Owner Address: Owner City State: Owner Zip+4: Owner Occupied: Owner Carrier Rt:	Gusthignna L C & Weerahennedige N K Amarasiri 7721 Cayuga Ave Bethesda Md 20817-4825 Yes C037	Property Class: Annual Tax: Record Date: Sale Amount: Book: Page: Tax Record Updated:	Residential \$9,498 12/15/11 \$810,000 42869 254 04/09/19	

Geographic Information

County: Municipality: High Sch Dist: Tax ID: Tax Map: Tax ID Alt: Block: City Council Dist:	Montgomery, MD Unincorporated Montgomery County Public Schools 160700655628 GN42 160700655628 A 7	Lot: Qual Code: Legal Subdivision:	10 ABOVE AVERA COHASSET	
Assessment & Ta	ax Information	Δ		_

Tax Year:	2019	Annual Tax (Est): \$9,498	Taxable Total Asmt:\$840,333
County Tax (Est): Asmt As Of:		Taxable Land Asmt: \$596,200 Taxable Bldg Asmt: \$293,800 State/County Tax: \$9,009	Special Tax: \$104 Refuse Fee: \$385

Lot Characteristics

	Sq Ft: Acres:	12,400 0.2850	Zoning: Zoning Desc:	R90 RESIDENTIAL, ONE-FAMILY
Building Characteristics				
Desidential Designs 2 Story	Full Baths	з	Basement Type	: Full

Total Units: Abv Grd Fin SQFT:	2.00 1 2,350 250	Full Baths: Total Baths: Exterior: Basement Desc: Roof: Fireplace: Porch/Deck SQFT: Porch/Deck 2 SQFT Heat Delivery:		Basement Type: Garage Type: Sewer: Year Built: Total Below Grade SQFT:	Full Att/BuiltIn/Bsmt Public 1958 578	
Part Baths: Sec 1 Construction: Sec 2 Construction: Sec 3 Construction:		Sec 2 Area:	190 442 16	Sec 1 Story Type: Sec 2 Story Type: Sec 3 Story Type:	2	

Sec 4 Construction:	Sec 4 Area:	312	Sec 4 Story Type:	t
Sec 5 Construction: Bric k	Sec 5 Area:	184	Sec 5 Story Type:	
Codes & Descriptions				``

Land Use: 011 Residential County Legal Desc:COHASSET

MLS History

MLS Number	Category	Status	Status Date	Price	
1004450794	RES	Closed	11/18/11	\$810,000	
MDMC644068	RES	Canceled	01/24/07	\$995,000	
MDMC647812	RESL	Canceled	01/19/07	\$3,600	
MDMC638748	RES	Canceled	08/18/06	\$1,149,000	
MDMC519810	RESL	Expired	07/31/06	\$8,000	
MDMC240666	RES	Closed	10/14/05	\$775,000	

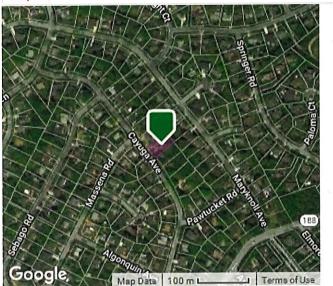
Tax History

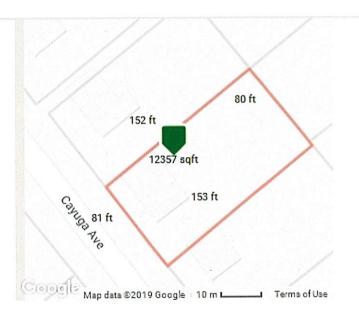
Annual Tax Amounts					Annual As	ssessment	
Year County Municipa	School	Annual	Land	Building T	tl Taxable	Total Land	Total Bldg Total Asm
2019 \$9,008 2018 \$9,008 2017 2016 2015 Sale & Mortgage	e a	\$9,272 \$	567,800 516,100 516,100	\$293,800 \$247,700 \$224,300 \$224,300 \$224,300	\$840,333 \$815,500 \$790,467 \$765,433 \$740,400		
Record Date: 12/15/ Settle Date: Sales Amt: \$810,0 Sale Remarks: Owner Names:Gusthig K Amar	100 Inna L C & V	Book: Page: Doc Num: Weerahenned	42869 254 dige N				
Record Date: 09/29/ Settle Date: Sales Amt: \$770,0 Sale Remarks: Owner Names:Algie R	000	Book: Page: Doc Num: Jr	0 0				
Record Date: 11/17, Settle Date: Sales Amt: \$136,0 Sale Remarks: Owner Names:J Sanjo	000	Book: Page: Doc Num:	0 0				
Flood Report							
Flood Zone in Center of Parcel: Flood Code Desc: Flood Zone Panel: SFHA Definition: Within 250 feet of multiple flood zone:	X Zone X-An 24031C04 Out		Pan Spe	ed to be out el Date: cial Flood Ha HA):		- and 500-ye 09/29/20(Out	ar floodplains. 06

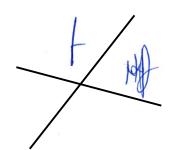
determination. Errors may exist in any field on this report, including owner's name, tax amounts, mortgage history, and property characteristics. Verify the accuracy of all data with the county or municipality.

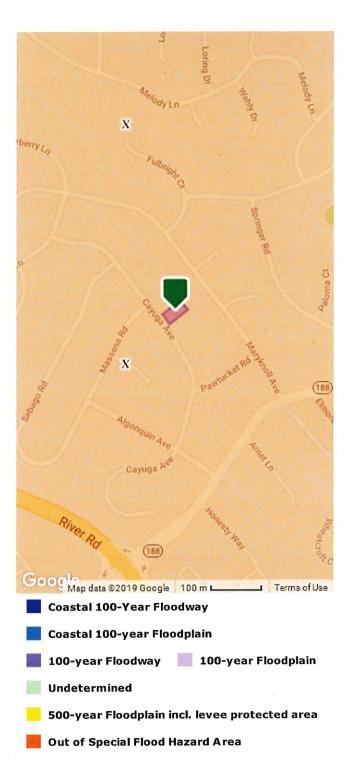
Parcel Agent 360 Property Report 7721 Cayuga Ave, Bethesda, MD 20817-Unincorporated Tax ID 160700655628 4825











F

The data on this report is compiled by BRIGHT from various public and private sources. The data on this is not a legal flood determination. Errors may exist in any field on this report, including owner's name, tax amounts, mortgage history, and property characteristics. Verify the accuracy of all data with the county or municipality.

© BRIGHT MLS - All information, regardless of source, should be verified by personal inspection by and/or with the appropriate professional(s). The information is not guaranteed. Measurements are solely for the purpose of marketing, may not be exact, and should not be relied upon for loan, valuation, or other purposes. Copyright 2019. Created: 04/22/2019 09:50 AM

ATTENT OF		Real Property Estimat and Other Non-tax Ch a new owner will pa in the first full fiscal year of	narges ay	F. MA			
ACCOUNT NUMB	ER:	00655628					
PROPERTY:	OWNER NAME	AMARASIRI GUSTHIGNNA L	С				
ADDRESS TAX CLASS REFUSE INFO		7721 CAYUGA AVE BETHESDA, MD 20817-4825					
		38					
		Refuse Area: R Refuse Unit:					
TAX INFORMATIO	DN:	1					
TAX DESCRIPTIO	N	FY19 PHASE-IN VALUE1	FY18 RATE ₂	ESTIMATED FY19 TAX/CHARGE			
STATE PROPERTY	ΥΤΑΧ	840,333	.1120	\$941.17			
COUNTY PROPER	RTY TAX3	840,333	.9927	\$8,341.99			
SOLID WASTE CH	IARGE4		385.0400	\$385.04			
WATER QUALITY	PROTECT CHG (SF ₄			\$104.25			
ESTIMATED TOTA	L ₆			\$9,772.45			

REAL PROPERTY CONSOLIDATED TAX BILL



AMARASIRI GUSTHIGNNA L C AMARASIRI WEERAHENNEDIGE N K

ANNUAL BILL TAX PERIOD 07/01/2018-06/30/2019 FULL LEVY YEAR LEVY YEAR 2018

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

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

AWARASIRI WEEKAHEINNEDIGE N P 7721 CAYUGA AVE	X .			PRINCIPAL RESIDENCE	
BETHESDA, MD 20817-4825		_ 		BILL D	ATE
				05/01/2	2019
				PROPERTY DE	SCRIPTION
				COHASSET	
LOT BLOCK	DISTRICT	SUB	TAX CLASS	BILL #	ACCOUNT #
10 A	07	096	R038	38057508	00655628
MORTGAGE INFORMATION		PROPERTY ADDRESS		REFUSE AREA	REFUSE UNITS
BANKFUND STAFF FCU		7721 CAYUGA AVE		R1L	1
TAX DESCRIPTION	ASSESSMENT	RATE	TAX/CHARGE	*PER \$100 OF A	SSESSMENT
STATE PROPERTY TAX COUNTY PROPERTY TAX	815,500 815,500	.1120 .9927	913.36 8,095.49	CURRENT YEAR F	
SOLID WASTE CHARGE WATER QUALITY PROTECT CHG (SF TOTAL		385.0400	385.04 104.25 9,498.14	815	,500
CREDIT DESCRIPTION COUNTY PROPERTY TAX CREDIT	ASSESSMENT	RATE	AMOUNT -692.00		
TOTAL CREDITS			-692.00	CONSTANT YIELD R	ATE INFORMATION
PRIOR PAYMENTS **** INTEREST			8806.14 0	COUNTY RATE OF 0.74 THE CONSTANT YIELE BY 0.001	
Total Annu	al Amount Due :		0.00		

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

PLEASE RETAIN THE TOP PORTION FOR YOUR RECORDS.

7721 CAYUGA AVE BETHESDA, MD 20817-4825 RETURN THIS PORTION WITH PAYMENT REAL PROPERTY CONSOLIDATED TAX BILL

> TAX PERIOD 07/01/2018 - 06/30/2019 FULL LEVY YEAR

BILL # 38057508

• 17 • • • 76 •

MERY

Check here if your address changed _______

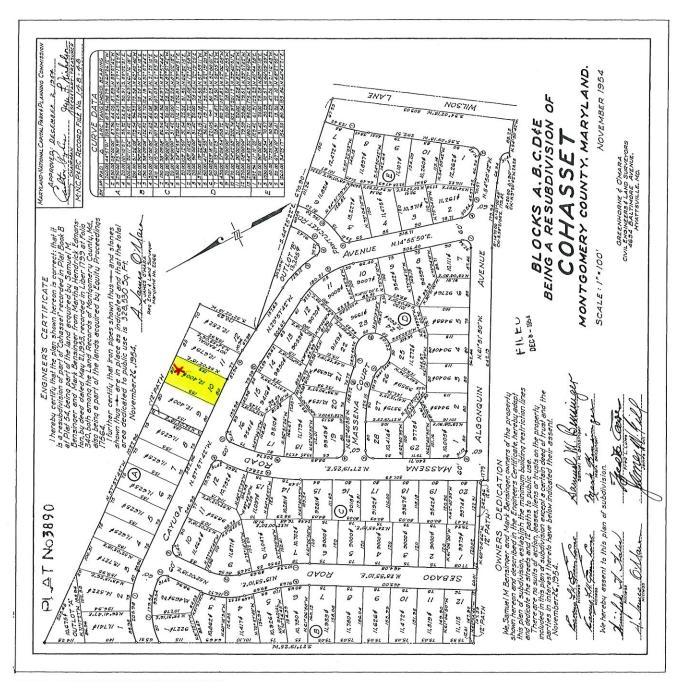
Make Check Payable to: Montgomery County, MD

ACCOUNT #	LEVY YEAR		CCOUNT # LEVY YEAR		AMOUNT DUE
00655628	2018		0.00		

AMOUNT PAID

AMARASIRI GUSTHIGNNA L C AMARASIRI WEERAHENNEDIGE N K DUE MAY 31 2019

PLEASE INDICATE AMOUNT BEING PAID



DNTGOMERY COUNTY CIRCUIT COURT (Subdivision Plats, MO) Plat 3890, MSA_S1249_11701. Date available 1954/12/08. Printed 05/01/2019





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: 7721 Cayuga Ave, Bethesda, MD 20817-4825

X 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):

Seller has no knowledge of lead-based paint and/or leadbased 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 wazards in the housing (list documents below):

OR

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'SACKNOWLEDGMENT: (Agent to initial)

	R	Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/l	ner
(G)	·	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.

	- Christmin 2	126/19			
Seller		Date	Buyer		Date
L C Amarasiri Gusthignna	tennande 4	26/19			
Seller		Date	Buyer		Date
N K Amarasiri Weerhenned	lige	1 ,			
е. 	1	4/29/2019			·
Agent for Buyer, if any	Y	Date	Agent for Seller, if any		Date
Jeremy Lichtenstein					
GCAAR # 907A: Federal Lead	2016, The Greater Cap	ital Area Associatio	on of REALTORS®, Inc.		2/2016
Paint Sales Disclosure -MC &	This Recommended Form is the p	roperty of the Great	er Capital Area Association of REALT	ORS®, Inc.	
DC	and is for use by REA	LTOR members onl	y. Previous editions of this Form should	l be destroyed.	
RE/MAX Realty Services, 4825 Bethesda			Phone: (301) 347-4121	Fax: (301) 347-1623	7721 Cayuga Ave
Jeremy Lichtenstein	Produced with zipForm® by zipLogi	ix 18070 Fifteen Mile Re	oad, Fraser, Michigan 48026 www.zipLogix.co	<u>m</u>	





MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

7721 Cayuga Ave Property Address: Bethesda, MD 20817-4825

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: <u>http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx.</u>

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

The Property _____ / ____ is or ____ / ____ 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 <u>not</u> 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)	1	will; OR	/
will not perform the required treatment prior to transfer of title of the Property t	to Buyer.	- 32279.04.782904 (Helpford of -	

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.

Seller 42	Date	Buyer	Date
L C Amarasiri Gusthignna	119	a	
Seller	Date	Buyer	Date
N K Amarasifi Weerhennedige			
Seller's Agent	Date	Buyer's Agent	Date
Jeremy Lichtenstein			

©2015, The Greater Capital Area Association of REALTORS®, Inc.

This recommended form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only. Previous editions of this form should be destroyed.

GCAAR Form #908 - MC		Page 1 of 1			1/15
(Previously form #1301 L.2)					
RE/MAX Realty Services, 4825 Bethesda Aver	ue #200 Bethesda MD 20814		Phone: (301) 347-4121	Fax: (301) 347-1623	7721 Cayuga Ave
Jeremy Lichtenstein	Produced with zipForm® by zipLogix	18070 Fifteen Mile Road, Fraser, Mich	igan 48026 www.zipLogix.co	m	



STATE OF MARYLAND REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

THIS NOTICE IS NOT A CONTRACT

In this form "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease"

Agents Who Represent the Seller

Seller's Agent: A seller's agent works for the real estate company that lists and markets the property for the sellers and exclusively represents the sellers. A Seller's agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the sellers.

Subagent: A Subagent means a licensed real estate broker, licensed associate real estate broker, or licensed real estate salesperson who is not affiliated with or acting as the listing real estate broker for a property, is not a buyer's agent, has an agency relationship with the seller, and assists a prospective buyer in the acquisition of real estate for sale in a non-agency capacity. The subagent works for a real estate company different from the company for which the seller's agent works. The subagent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the seller.

If you are viewing a property listed by the company with whom the agent accompanying you is affiliated, and you have not signed a Buyer Agency Agreement and a "Consent for Dual Agency" form, that agent is representing the seller

Agents Who Represent the Buyer

Buyer's Agent: A buyer may enter into a written contract with a real estate broker which provides that the broker will represent the buyer in locating a property to buy. The agent from that broker's company is then known as the buyer's agent. The buyer's agent assists the buyer in evaluating properties and preparing offers and developing negotiation strategies and works in the best interest of the buyer. The agent's fee is paid according to the written agreement between the broker and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement.

Dual Agents

The possibility of **dual agency** arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate broker or the broker's designee, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

If both seller and buyer agree to dual agency by signing a Consent For Dual Agency form, the "dual agent" (the broker or the broker's designee) shall assign one agent to represent the seller (the seller's "intra-company agent") and another agent to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategies.

If either party does not agree to dual agency, the real estate company must withdraw the agency agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate broker/company. If the buyer's agreement is terminated, the buyer may choose to enter into a written buyer agency agreement with a different broker/company. Alternatively, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company.

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling or buying property:

>Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.

>Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.

>All agreements with real estate brokers and agents must be in writing and explain the duties and obligations of both the broker and the agent. The agreement must explain how the broker and agent will be paid and any fee-sharing agreements with other brokers.

>You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate licensee is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate licensee may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6205

We, the X Sellers/Landlord Buyers/Tenants acknowledg	e receipt of a copy of this disclosure and			
that RE/MAX Realty Services	(firm name)			
and Jeremy Lichtenstein	(salesperson) are working as:			
(You may check more than one box but not more	e than two)			
X seller/landlord's agent				
subagent of the Seller	٨			
buyer's/tenant's agent	19 Affermand 4/26/19			
Signature (Da	te) Signature (Date)			
L C Amarasiri Gusthignna	N K Amarasiri Weerhennedige			
* * * * * * * * * * * * * *	* * * * * * * * * * * * * * * *			
I certify that on this date I made the required agency disclosur	re to the individuals identified below and they were unable or unwilling			

to acknowledge receipt of a copy of this disclosure statement

Name of Individual to whom disclosure made

Name of Individual to whom disclosure made

Agent's Signature

(Date)

P 2 of 2

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

Rev. 8/16/16 (11/1/16) 7721 Cayuga Ave



STATE OF MARYLAND REAL ESTATE COMMISSION

Consent for Dual Agency

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

When Dual Agency May Occur

The possibility of Dual Agency arises when:

- 1) The buyer is interested in a property listed by a real estate broker; and
- 2) The seller's agent and the buyer's agent are affiliated with the same real estate broker.

Important Considerations Before Making a Decision About Dual Agency

A broker or broker's designee, acting as a dual agent does not exclusively represent either the seller or buyer; there may be a conflict of interest because the interests of the seller and buyer may be different or adverse. As a dual agent, the real estate broker does not owe undivided loyalty to either the seller or buyer.

Before the buyer and seller can proceed to be represented by a broker acting as a dual agent, they must both sign Consent for Dual Agency. If the <u>buyer</u> has previously signed Consent for Dual Agency, the buyer must **affirm** the buyer's consent for the purchase of a particular property before an offer to purchase is presented to the seller. If the <u>seller</u> has previously signed Consent for Dual Agency, the seller must **affirm** the seller's consent for the seller buyer before accepting an offer to purchase the property. The **affirmation** is contained on Page 2 of this form.

Your Choices Concerning Dual Agency

In a possible dual agency situation, the buyer and seller have the following options:

- 1. **Consent in writing to dual agency**. If all parties consent in writing, the real estate broker or the broker's designee (the "dual agent") shall assign one real estate agent affiliated with the broker to represent the seller (the seller's "intra-company agent") and another agent affiliated with the broker to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategy.
- 2. **Refuse to consent to dual agency. If either party refuses to consent in writing to dual agency**, the real estate broker must terminate the brokerage relationship for that particular property with the buyer, the seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer's agreement is terminated, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company. Alternatively, the buyer may choose to enter into a written buyer agency agreement with a different broker/company.

Duties of a Dual Agent and Intra-Company Agent

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

- 1) Anything the client asks to be kept confidential; *
- 2) That the seller would accept a lower price or other terms;
- 3) That the buyer would accept a higher price or other terms;
- 4) The reasons why a party wants to sell or buy, or that a party needs to sell or buy quickly; or
- 5) Anything that relates to the negotiating strategy of a party.

* Dual agents and intra-company agents must disclose material facts about a property to all parties.

How Dual Agents Are Paid

Only the broker receives compensation on the sale of a property listed by that broker.

If a financial bonus is offered to an agent who sells property that is listed with his/her broker, this fact must be disclosed in writing to both the buyer and seller.

Consent for Dual Agency

I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency and that if I **refuse** to consent, there will not be a dual agency; and that I may withdraw the consent at any time upon notice to the dual agent. I hereby **consent** to have

RE/MAX R	Realty Services	act as a Du	al Agent for me as the
(Fi	rm Name)		
X Seller in the sale of the property at:	7721 Cayuga Av Bethesda MD		
		a said toge the the the toget	
Buyer in the purchase of a property Signature	listed for sale wi	Signature Ny ennound	24/26/19 Date
L C Amarasiri Gusthign <mark>n</mark> a		N K Amarasiri Weerhenne	dige
AFFIRMATION OF PRIOR CO	DNSENT TO J	DUAL AGENCY	
• The undersigned Buyer(s) hereby af 7721 Cayuga Ave, Bethesda, MD 2083		o dual agency for the following	property:
Property Address			
Signature	Date	Signature	Date
• The undersigned Seller(s) hereby aff	ı̈́rm(s) consent to	dual agency for the Buyer(s) id	lentified below:
Name(s) of Buyer(s)	4/26/19	Ne ennund	4/26/19
Signature	Date	Signature	/ Date
L C Amarasiri Gusthignna 🚽		N K Amarasiri Weerhenne	dige
	2 o	f 2	Rev. 8/16/2016 eff. (10/1/16)

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

7721 Cayuga Aye