



## Homeowners Association Seller Disclosure/Resale Addendum for Maryland

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

Address 868 Hidden Marsh Street  
 City Gaithersburg, State MD Zip 20877-2974 Lot: 26  
 Parking Space(s) # \_\_\_\_\_ Storage Unit(s) # \_\_\_\_\_ Subdivision/Project: Hidden Creek

### **PART I - SELLER DISCLOSURE:**

1. **SELLER'S ACKNOWLEDGMENT:** ALL INFORMATION HEREIN WAS COMPLETED BY THE SELLER. The information contained in this Disclosure issued pursuant to Section 11B-106(b) of the Maryland Homeowners Association Act is based on Seller's actual knowledge and belief and is current as of the date hereof.
  
2. **NAME OF HOMEOWNERS ASSOCIATION:** The Property, which is the subject of this Contract, is located within a Development and is subject to the Hidden Creek Homeowners Association Homeowners Association.
  
3. **CURRENT FEES AND ASSESSMENTS:** Fees and assessments as of the date hereof amount respectively to:
  - A. **HOA Fee:** Potential Buyers are hereby advised that the present fee for the subject Property and parking space(s) and/or storage unit(s), if applicable, is
 

Regular Fee:	\$ <u>100.00</u>
Parking:	\$ _____
Storage:	\$ _____
Special Assessment:	\$ _____ (complete B below)
<b>TOTAL:</b>	<b>\$ <u>100.00</u> per _____ month</b>

Fee Includes: The following are included in the HOA Fee:  
 Trash  Lawn Care  Other CAM, Pool, Clubhouse, Common Area, Exercise Room, Snow Removal, Recycling, Trash
  - B. **Special Assessments:** Potential Buyers are hereby advised that there  is OR  is not a special assessment either included in the HOA Fee or separately levied. If applicable, complete 1-4 below.
    - 1) Reason for Assessment: \_\_\_\_\_
    - 2) Payment Schedule: \$ \_\_\_\_\_ per \_\_\_\_\_
    - 3) Number of payments remaining \_\_\_\_\_ as of \_\_\_\_\_ (Date)
    - 4) Total Special Assessment balance remaining: \$ \_\_\_\_\_
  - C. **Delinquency: Are there any delinquent Fees and/or Special Assessments?**  YES  NO
  
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:	\$ _____
Special Assessments:	\$ _____
Other Charges:	\$ _____
Total:	\$ _____
  
5. **PARKING AND STORAGE:** Parking Space(s) and Storage Unit(s) may be designated by the HOA instruments as: general common elements for general use (possibly subject to a lease or license agreement); limited common elements assigned for the exclusive use of a particular unit; or separately taxed and conveyed by Deed. The following Parking Space(s) and/or Storage Unit(s) convey with this Property:
 

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

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

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- 6. **MANAGEMENT AGENT OR AUTHORIZED PERSON:** The management agent or person authorized by the HOA to provide information to the public regarding the HOA is as follows

Name: Jose Palacios Phone: (301)740-9780  
 Email Address: jpalacios@cmc-management.com  
 Address: 600 Pelican Avenue, Gaithersburg, MD 20877

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

- 7. **SELLER'S KNOWLEDGE OF UNSATISFIED JUDGMENTS OR LAWSUITS:** The Seller has no actual knowledge of any unsatisfied judgments, or pending lawsuits against the HOA, except as noted:

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

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

- 10. **NOTICE OF BUYER'S RIGHT TO RECEIVE DOCUMENTS PURSUANT TO THE MARYLAND HOMEOWNERS ASSOCIATION ACT (HOA Docs):**

THIS SALE IS SUBJECT TO THE REQUIREMENTS OF THE MARYLAND HOMEOWNERS ASSOCIATION ACT (THE "ACT"). THE ACT REQUIRES THAT THE SELLER DISCLOSE TO YOU 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 [BUYERS] HAVE NOT RECEIVED ALL OF THE MHAA INFORMATION FIVE (5) CALENDAR DAYS OR MORE BEFORE ENTERING INTO THE CONTRACT, YOU [BUYERS] HAVE FIVE (5) CALENDAR DAYS TO CANCEL THIS CONTRACT AFTER RECEIVING ALL OF THE MHAA INFORMATION. YOU [BUYER] MUST CANCEL THE CONTRACT IN WRITING, BUT YOU [BUYERS] DO NOT HAVE TO STATE A REASON.**

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

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

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

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

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

DocuSigned by:  
  
 Seller F32B8A14D7...  
 Theresa Jean Agugliaro  
 Date 1/18/2022

DocuSigned by:  
  
 Seller D65958B4C3...  
 Rayne Ann Wood  
 Date 1/18/2022

**PART II - RESALE ADDENDUM:**

The Contract of Sale dated \_\_\_\_\_, between Seller Theresa Jean Agugliaro, Rayne Ann Wood and Buyer \_\_\_\_\_ is hereby amended by the incorporation of Parts I and II herein, which shall supersede any provisions to the contrary in the Contract.

1. **DEED AND TITLE/TITLE:** The Title or Deed and Title paragraph of the Contract is amended to include the agreement of the Buyer to take title subject to easements, covenants, conditions and restrictions of record contained in the HOA instruments, and the right of other owners in the common elements and the operation of the HOA.
  
2. **PAYMENT OF FEES AND ASSESSMENTS:** Buyer agrees to pay such Fees and/or other Special Assessments as the HOA may from time to time assess against the Property and Parking Space(s) and/or Storage Unit(s), (as applicable) as applicable, for the payment of operating and maintenance or other proper charges. Seller agrees to pay any delinquent Fees and/or Special Assessments on or before Settlement Date. All violations of requirements noted by the HOA against Seller shall be complied with by Seller and the Property conveyed free thereof. Regarding any existing or levied but not yet collected Special Assessments, Seller agrees to pay, at the time of Settlement, any Special Assessments unless otherwise agreed herein:  
  
 \_\_\_\_\_  
 Costs of obtaining any statements of account from the HOA and/or its related management company will be paid by Seller. Lender's HOA questionnaire fee and any transfer and/or set-up fees for the HOA and/or its related management company will be paid by Buyer.
  
3. **ASSUMPTION OF HOA OBLIGATIONS:** Buyer hereby agrees to assume each and every obligation of, to be bound by and to comply with the covenants and conditions contained in the HOA instruments, including rules and regulations and covenants and restrictions of the HOA, from and after the Settlement Date hereunder.
  
4. **RIGHT TO CANCEL:** Buyer shall have the right for a period of five (5) Days following Buyer's receipt of the HOA instruments referred to in the HOA Docs paragraph to cancel this Contract by giving Notice thereof to Seller. In the event that such HOA Docs are delivered to Buyer on or prior to the ratification of this Contract by Buyer, such five (5) Day period shall commence upon the Date of Ratification. If the HOA Docs are not delivered to Buyer within the 20 Day time period referred to in the HOA Docs paragraph, Buyer shall have the option to cancel this Contract by giving Notice thereof to Seller prior to Buyer's receipt of such HOA Docs. Pursuant to the provisions of this paragraph, in no event may the Buyer have the right to cancel this Contract after Settlement.

Seller ( <i>sign only after Buyer</i> )	Date	Buyer	Date
Theresa Jean Agugliaro			

Seller ( <i>sign only after Buyer</i> )	Date	Buyer	Date
Rayne Ann Wood			

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## Inclusions/Exclusions Disclosure and Addendum

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

**PROPERTY ADDRESS: 868 Hidden Marsh Street, Gaithersburg, MD 20877-2974**

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

**KITCHEN APPLIANCES**

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

**ELECTRONICS**

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

**RECREATION**

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

**LIVING AREAS**

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

**OTHER**

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

**LAUNDRY**

- Washer
- Dryer

**WATER/HVAC**

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

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

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

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

DocuSigned by:  Seller: <b>Theresa Jean Agugliaro</b>	1/18/2022 Date	DocuSigned by:  Seller: <b>Rayne Ann Wood</b>	1/18/2022 Date
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**ACKNOWLEDGEMENT AND INCORPORATION INTO CONTRACT:** (Completed only after presentation to the Buyer)

The Contract of Sale dated \_\_\_\_\_ between Seller **Theresa Jean Agugliaro, Rayne Ann Wood** and Buyer \_\_\_\_\_ for the Property referenced above is hereby amended by the incorporation of this Addendum.

Seller (sign only after Buyer) <b>Theresa Jean Agugliaro</b>	Date	Buyer	Date
Seller (sign only after Buyer) <b>Rayne Ann Wood</b>	Date	Buyer	Date



## MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: **868 Hidden Marsh Street, Gaithersburg, MD 20877-2974**

Legal Description: **Hidden Creek**

### 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? 15 Years

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

Water Supply  Public  Well  Other \_\_\_\_\_  
 Sewage Disposal  Public  Septic System approved for \_\_\_\_\_ (# bedrooms) Other Type \_\_\_\_\_

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Garbage Disposal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<b>for Main level &amp; Basement</b>			
Dishwasher	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No				
Heating	<input type="checkbox"/> Oil	<input checked="" type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric	<input checked="" type="checkbox"/> Heat Pump	Age <u>15 years</u>	<input type="checkbox"/> Other _____
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric	<input type="checkbox"/> Heat Pump	Age <u>15 years</u>	<input type="checkbox"/> Other _____
Hot Water	<input type="checkbox"/> Oil	<input checked="" type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric	Capacity _____	Age <u>4 years</u>	<input type="checkbox"/> Other _____

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

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

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

3. Roof: Any leaks or evidence of moisture?  Yes  No  Unknown  
Type of Roof: \_\_\_\_\_ Age 15 years

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

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

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

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

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

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

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

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

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

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

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

10. Water Supply: Any problem with water supply?  Yes  No  Unknown  
Comments: \_\_\_\_\_

Home water treatment system:  Yes  No  Unknown  
Comments: \_\_\_\_\_

Fire sprinkler system:  Yes  No  Unknown  Does Not Apply  
Comments: \_\_\_\_\_

Are the systems in operating condition?  Yes  No  Unknown  
Comments: \_\_\_\_\_

11. Insulation:

In exterior walls? [x] Yes [ ] No [ ] 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 [x] No [ ] Unknown

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

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

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

Gutter guards installed on all gutters.

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 [ ] No [x] 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?

[x] 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 [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? [ ] Yes [ ] No [x] 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: \_\_\_\_\_

Per HOA documents

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) [DocuSigned by: Theresa Jean Agugliaro] Date 1/18/2022
Theresa Jean Agugliaro

Seller(s) [DocuSigned by: Rayne Ann Wood] Date 1/18/2022
Rayne Ann Wood







**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 Theresa Jean Agugliaro, Rayne Ann Wood for Property known as 868 Hidden Marsh Street, Gaithersburg, MD 20877-2974.

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 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 \_\_\_\_\_ / \_\_\_\_\_

Page 1 of 2 10/17

Seller

<sup>DS</sup> TJA / <sup>DS</sup> RAW



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.


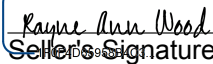

Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (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.

Buyer's Signature	Date	DocuSigned by:  Seller's Signature	1/18/2022 Date
<b>Theresa Jean Agugliaro</b>			
Buyer's Signature	Date	DocuSigned by:  Seller's Signature	1/18/2022 Date
<b>Rayne Ann Wood</b>			
Agent's Signature	Date	DocuSigned by:  Agent's Signature	1/18/2022 Date
<b>Jeremy Lichtenstein</b>			



## 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 868 Hidden Marsh Street  
 City Gaithersburg, State MD Zip 20877-2974 between  
 Seller Theresa Jean Agugliaro, Rayne Ann Wood and  
 Buyer \_\_\_\_\_ is hereby  
 amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Contract.

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

- Montgomery County Government, 101 Monroe Street, Rockville, MD, 20850.
- Main Telephone Number: 311 or 240-777-0311 (TTY 240-251-4850). Web site: [www.MC311.com](http://www.MC311.com)
- Maryland-National Capital Area Park and Planning Commission (M-NCPPC),  
2425 Reedy Drive, 14th Floor, Wheaton, MD 20902. Main number: 301-495-4600. Web site:  
<https://montgomeryplanningboard.org>
- City of Rockville, City Hall, 111 Maryland Ave, Rockville, MD 20850.  
Main telephone number: 240-314-5000. Web site: [www.rockvillemd.gov](http://www.rockvillemd.gov)
- State Department of Assessments & Taxation (SDAT), 301 W Preston Street, Baltimore, MD, 21201  
Main Telephone Number: 410-767-1184. Website: [sdatt.dat.maryland.gov](http://sdatt.dat.maryland.gov)

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

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

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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 may be filed on microfiche, and, if outside a subdivision, the name of the original owner may be required. An original owner's name can be found among the Land Records at the County Courthouse. Allow two weeks for the "as built" drawing.
- C. **Categories:** To confirm service area category, contact the **Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division** or visit [waterworks@montgomerycountymd.gov](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):

**Hidden Creek Homeowners Association**

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 charges for which the Buyer may become liable which do not appear on the attached property tax bills?  Yes  No

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

B. **Private Utility Company:**

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

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

This Property is subject to a fee or assessment that purports to cover or defray the cost of installing or maintaining during construction all or part of the public water or wastewater facilities constructed by the developer. This fee or assessment is \$ 650.00 payable annually in January (month) until 16 years (date) to \_\_\_\_\_ (name and address) (hereafter called "lienholder"). There may be a right of prepayment or a discount for early prepayment, which may be ascertained by contacting the lienholder. This fee or assessment is a contractual obligation between the lienholder and each owner of this Property, and is not in any way a fee or assessment imposed by the county in which the Property is located.

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

- (1) Prior to Settlement, the Buyer shall have the right to rescind the Contract and to receive a full refund of all deposits paid on account of the Contract, but the right of rescission shall terminate 5 days after the Seller provides the Buyer with the notice in compliance with this section.
- (2) Following Settlement, the Seller shall be liable to the Buyer for the full amount of any open lien or assessment.

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

Refer to [montgomeryplanning.org/planning/environment/water-and-wetlands/special-protection-areas/](http://montgomeryplanning.org/planning/environment/water-and-wetlands/special-protection-areas/) or [montgomerycountymd.gov/water/streams/spa.html](http://montgomerycountymd.gov/water/streams/spa.html) for explanations of the "SPA" legislation and a map detailing protected areas. To determine if a particular property (which is located close to protected areas as designated on this map) is located within the boundaries of a "SPA," contact: [MaryJo.Kishter@montgomeryplanning.org](mailto:MaryJo.Kishter@montgomeryplanning.org), or call 301-495-4701.

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

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

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

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

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

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

**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 <https://www.montgomerycountymd.gov/finance/taxes/faqs.html> and select "FAQ". Additional information relating to taxes and the assessment and appeal process can be located at <https://dat.maryland.gov/realproperty/Pages/Assessment-Appeal-Process.aspx> - this provides tax information from the State of Maryland.

- A. **Current Tax Bill:** IN ACCORDANCE WITH MONTGOMERY COUNTY CODE SECTION 40-12C, THE SELLER(S) MUST ATTACH HERETO A COPY OF THE CURRENT REAL PROPERTY TAX BILL FOR THIS PROPERTY. A copy of the tax bill for this Property can be obtained at <https://apps.montgomerycountymd.gov/realpropertytax/>.
- B. **Estimated Property Tax & Non-Tax Charges:** IN ADDITION, SELLER(S) ARE REQUIRED TO PROVIDE POTENTIAL BUYERS WITH THE ESTIMATED PROPERTY TAX AND NON-TAX CHARGES FOR THE FIRST FULL FISCAL YEAR OF OWNERSHIP. Information relative to this estimate, including how it was calculated and its significance to Buyers can be obtained at [www.montgomerycountymd.gov/estimatedtax](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. FAQs regarding Development Districts can be viewed at <https://www2.montgomerycountymd.gov/estimatedtax/FAQ.aspx#3607> . Seller shall choose one of the following:

**The Property is located in an EXISTING Development District:** Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. As of the date of execution of this disclosure, the special assessment or special tax on this Property is \$ \_\_\_\_\_ each year. A map reflecting Existing Development Districts can be obtained at [https://www2.montgomerycountymd.gov/estimatedtax/map/Existing\\_DevDistricts.pdf/](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 <https://sdat.dat.maryland.gov/RealProperty/Pages/default.aspx>.
- C. **Other Tax Benefit Programs:** Does the Seller have reduced property taxes from any government program?  Yes  No. If yes, explain: \_\_\_\_\_.

**14. RECORDED SUBDIVISION PLAT:**

Plats are available at the [MNCPPC](#) or at the Judicial Center, Room 218, 50 Maryland Avenue, Rockville, MD or at 240-777-9477. In order to obtain a plat you will be required to supply the Lot, Block, Section and Subdivision, as applicable, for the Property. Plats are also available online at [http://www.montgomeryplanning.org/info/plat\\_maps.shtml](http://www.montgomeryplanning.org/info/plat_maps.shtml) 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 the Contract, but shall, prior to or at the time of Settlement, be provided a copy of the subdivision plat.

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



**15. AGRICULTURAL RESERVE DISCLOSURE NOTICE:**

This Property  is  is not subject to the Agricultural RESERVE Disclosure Notice requirements. These disclosure requirements are contained in GCAAR Agricultural Zone Disclosure Notice, which must be provided to potential buyers prior to entering into a contract for the purchase and sale of a property that is subject to this Agricultural Reserve Disclosure requirement. Additional information can be obtained at SDAT and Montgomery County Zoning Layer (MC Atlas).

**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 <https://mcatlas.org/FCE/> 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.shtml>, to check applicability. Buyers of property located in the City of Rockville should be advised that structures that are 50 years old or older, or which may be otherwise significant according to criteria established by the Rockville Historic District Commission, should be notified prior to purchase that demolition and building permit applications for substantial alteration will trigger an evaluation and approval process. This process may result in the property being designated a historic site, and if so, any exterior alterations must be reviewed and approved.

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

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

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

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

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

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

**19. MARYLAND FOREST CONSERVATION LAWS:**

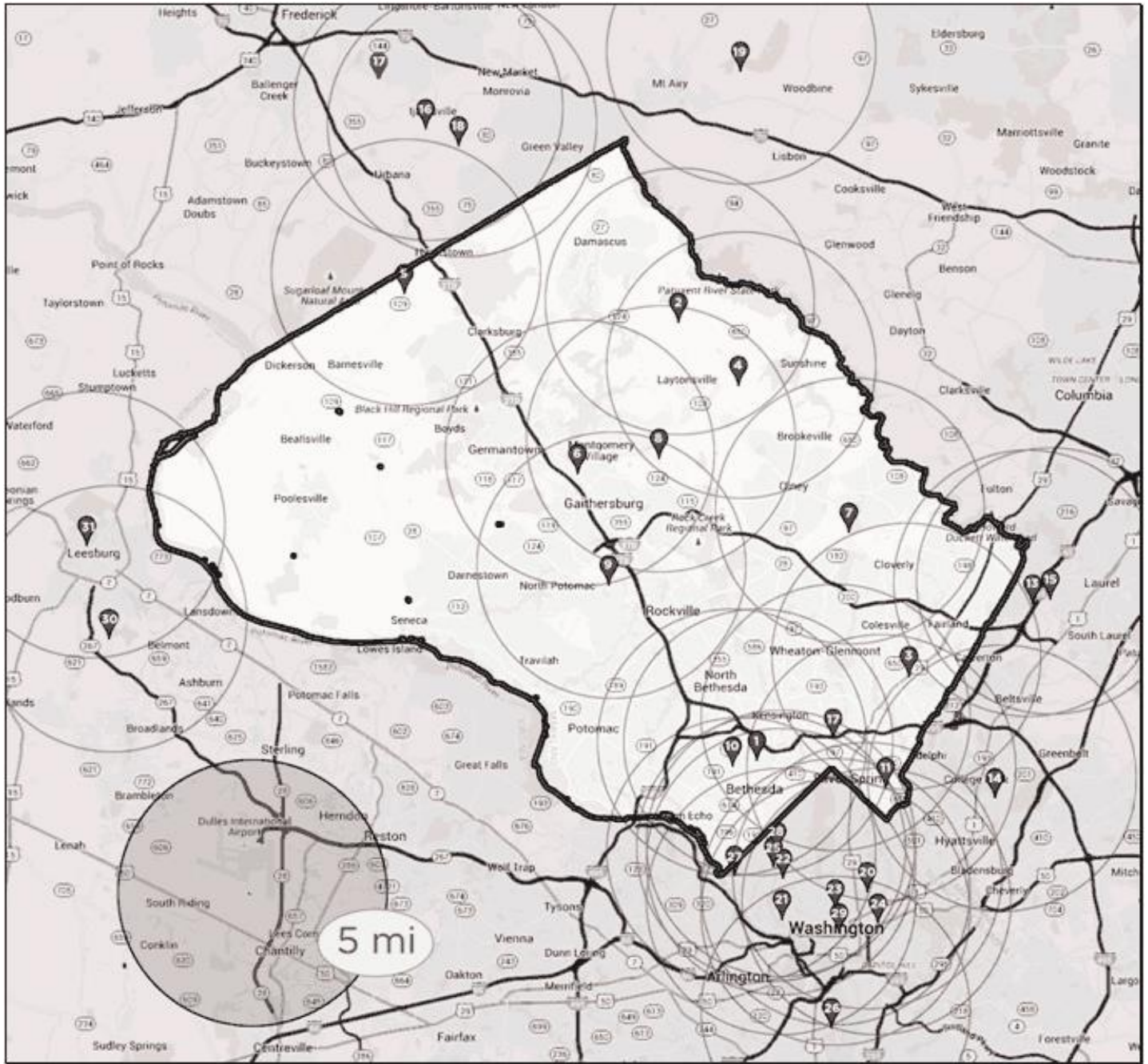
- A. **Forest Conservation Law:** The Buyer is notified that the cutting, clearing, and grading of more than 5,000 square feet of forest or any champion tree on the Property is subject to the requirements of the Forest Conservation Law. The Buyer is required to comply with the Forest Conservation Law, 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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**MONTGOMERY COUNTY**

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

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- 10. **Suburban Hospital**, 8600 Old Georgetown Road, Bethesda, MD 20814
  - 11. **Washington Adventist Hospital**, 7600 Carroll Avenue, Takoma Park, MD 20912
  - 12. **Holy Cross Hospital**, 1500 Forest Glen Road, Silver Spring, MD, 20910
  - 13. **Holy Cross Germantown**, 19801 Observation Dr, Germantown, MD, 20876
- PRINCE GEORGE'S COUNTY**
- 14. **Citizens Bank Helipad**, 14401 Sweitzer Lane, Laurel, MD 20707
  - 15. **College Park**, 1909 Cpl Frank Scott Drive, College Park, MD 20740
  - 16. **The Greater Laurel Beltsville Hospital**, 7100 Contee Road, Laurel, MD 20707

**FREDERICK COUNTY**

- 17. **Faux-Burhams Airport**, 9401 Ball Road, Ijamsville, MD 21754
- 18. **Ijamsville Airport**, 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

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.

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

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.

DocuSigned by:  
 1/18/2022  
 Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_  
 Theresa Jean Agugliaro

DocuSigned by:  
 1/18/2022  
 Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_  
 Rayne Ann Wood

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### Utility Cost and Usage History Form

For use in Montgomery County, Maryland

Address 868 Hidden Marsh Street, Gaithersburg, MD 20877-2974

Month	Year		Electric	Gas	Heating Oil
December	2021	Total Cost:	\$158.74	\$98.00	
		Total Usage:			
November	2021	Total Cost:	\$149.96	\$96.00	
		Total Usage:			
October	2021	Total Cost:	\$75.95	\$41.00	
		Total Usage:			
September	2021	Total Cost:	\$58.00	\$35.00	
		Total Usage:			
August	2021	Total Cost:	\$161.22	\$43.00	
		Total Usage:			
July	2021	Total Cost:	\$194.12	\$44.00	
		Total Usage:			
June	2021	Total Cost:	\$82.11	\$38.00	
		Total Usage:			
May	2021	Total Cost:	\$58.85	\$68.00	
		Total Usage:			
April	2021	Total Cost:	\$61.91	\$76.00	
		Total Usage:			
March	2021	Total Cost:	\$130.40	\$123.00	
		Total Usage:			
February	2021	Total Cost:	\$207.27	\$135.00	
		Total Usage:			
January	2021	Total Cost:	\$238.80	\$138.00	
		Total Usage:			
December	2020	Total Cost:		\$87.00	
		Total Usage:			
November	2020	Total Cost:		\$67.00	
		Total Usage:			
October	2020	Total Cost:		\$30.00	
		Total Usage:			

DocuSigned by: Theresa Jean Agugliaro 1/18/2022  
 Seller/Owner (Indicate if sole owner) **Theresa Jean Agugliaro** Date

DocuSigned by: Rayne Ann Wood 1/18/2022  
 Seller/Owner (Indicate if sole owner) **Rayne Ann Wood** Date

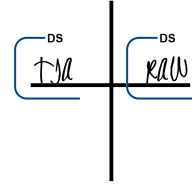
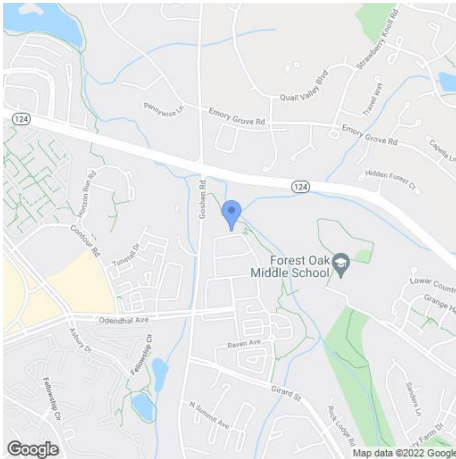
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**Agent 360****868 Hidden Marsh St, Gaithersburg, MD 20877-2974****City Of Gaithersburg****Tax ID 160903454818**

## Public Records

**Summary Information**

Owner:	Wood Rayne Ann Et Al	Property Class:	Residential
Owner Address:	868 Hidden Marsh St	Annual Tax:	\$7,835
Owner City State:	GAITHERSBURG MD	Record Date:	04/16/07
Owner Zip+4:	20877-2974	Sale Amount:	\$750,840
Owner Occupied:	Yes	Book:	34147
Owner Carrier Rt:	C024	Page:	374
		Tax Record Updated:	12/16/21

**Geographic Information**

County:	Montgomery, MD	Lot:	26
Municipality:	City Of Gaithersburg	Qual Code:	Average
High Sch Dist:	Montgomery County Public Schools	Sub Section:	1
Tax ID:	160903454818	Sub District:	13
Tax Map:	FT53	Legal Subdivision:	HIDDEN CREEK
Tax ID Alt:	0903454818		
Block:	E		
City Council Dist:	09		

**Assessment & Tax Information**

Tax Year:	2021	Annual Tax:	\$7,835	Taxable Total Asmt:	\$595,300
County Tax:	\$5,973	Taxable Land Asmt:	\$161,800	Special Tax:	\$129
Municipal Tax:	\$1,559	Taxable Bldg Asmt:	\$424,800	Refuse Fee:	\$173
Asmt As Of:	2021	State/County Tax:	\$5,973		
				Class Code:	49

**Lot Characteristics**

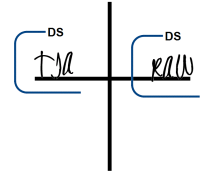
Sq Ft:	3,255	Zoning:	MXD
Acres:	0.0750	Zoning Desc:	Gaithersburg Mixed Development

**Building Characteristics**

Residential Type:	Standard Unit	Full Baths:	3	Basement Type:	Yes (Type Unknown)
Residential Design:	2 Story	Total Baths:	3.5	Garage Type:	Basement
Stories:	2.00	Exterior:	Siding - Alum/Viny	Gas:	Yes
Total Units:	1	Stories Desc:	2	Year Built:	2006
Abv Grd Fin SQFT:	3,074	Basement Desc:	Finished	Total Below Grade SQFT:	1,737
Below Grade Fin SQFT:	900	Roof:	Shingle - Composite	Total Garage SQFT:	400
Below Grade Unfin SQFT:	837	Fireplace:	Yes	Other Amenities:	Lavatory
Model:	Standard Unit	Fireplace Type:	1 Story Gas		
Part Baths:	1	Porch/Deck SQFT:	183		
Fireplace Total:	1	Heat Delivery:	Hot/Warm Air		
Porch/Deck:	Porch	Property Class:	R		
Porch Type:	1 Story Open	Code:			
Cooling:	Combined System				
Bldg Condition:	Average				
Sec 1 Construction:		Sec 1 Area:	63	Sec 1 Story Type:	1
Sec 1 Description:	1 Story Open Porch	Sec 1 Dimensions:		Sec 1 Type:	
Sec 2 Construction:		Sec 2 Area:	400	Sec 2 Story Type:	

Sec 2 Description: Basement Garage Sec 2 Dimensions:  
 Sec 3 Construction: Sec 3 Area: 120  
 Sec 3 Description: 1 Story Open Porch Sec 3 Dimensions:  
 Sec 4 Construction: Sec 4 Area: 1337  
 Sec 4 Description: 2 Story with Basement Sec 4 Dimensions:  
 Sec 5 Construction: Sec 5 Area: 400  
 Sec 5 Description: 1 Story with Basement Sec 5 Dimensions:

Sec 2 Type:  
 Sec 3 Story Type: 1  
 Sec 3 Type:  
 Sec 4 Story Type: 2B  
 Sec 4 Type:  
 Sec 5 Story Type: 1B  
 Sec 5 Type:



## Codes & Descriptions

Land Use: R Residential  
 County Legal Desc: HIDDEN CREEK

Use Type: 2 Story With Basement

## MLS History

### Tax History

#### Annual Tax Amounts

Year	County	Municipal	School	Annual
2021	\$5,973	\$1,559		\$7,835
2020	\$5,662	\$1,536		\$7,398
2019	\$5,662	\$1,478		\$7,398
2018	\$5,476	\$1,419		\$7,131
2017		\$1,361		\$7,036

#### Annual Assessment

Year	Land	Building	Ttl Taxable	Total Land	Total Bldg	Total Asmt
2021	\$161,800	\$424,800	\$595,300			
2020	\$161,800	\$424,800	\$586,600			
2019	\$161,800	\$357,700	\$541,867			
2018	\$161,800	\$424,800	\$541,867			
2017	\$161,800	\$357,700	\$519,500			
2016	\$161,800	\$369,500	\$519,500			
2015	\$161,800	\$369,500	\$519,500			

### Sale & Mortgage

Record Date: 04/16/2007 Book: 34147  
 Settle Date: Page: 374  
 Sales Amt: \$750,840 Doc Num:  
 Sale Remarks:  
 Owner Names: Wood Rayne Ann Et Al

Mort Rec Date: 07/28/2017 Lender Name: BANK OF AMERICA NA BANK OF AMERICA NA  
 Mort Date: 06/09/2017 Term: 30  
 Mort Amt: \$350,000 Due Date: 07/01/2047  
 Remarks: ARM, Conv, Refinance

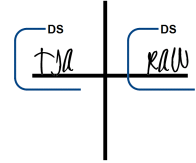
### Public Record Only-Property History

## Property History

Source	Category	Status	Date	Price	Owner
Public Records		Record Date	04/16/2007	\$750,840	Wood Rayne Ann Et Al

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.





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

<b>ACCOUNT NUMBER:</b>		03454818	
<b>PROPERTY:</b>	<b>OWNER NAME</b>	WOOD RAYNE ANN ET AL	
	<b>ADDRESS</b>	868 HIDDEN MARSH ST GAITHERSBURG , MD 20882-2974	
	<b>TAX CLASS</b>	49	
	<b>REFUSE INFO</b>	Refuse Area: R Refuse Unit:	
<b>TAX INFORMATION:</b>			
<b>TAX DESCRIPTION</b>	<b>LY22 PHASE-IN VALUE<sub>1</sub></b>	<b>LY21 RATE<sub>2</sub></b>	<b>ESTIMATED FY22 TAX/CHARGE</b>
STATE PROPERTY TAX	604,000	.1120	\$ 676.48
COUNTY PROPERTY TAX <sub>3</sub>	604,000	.8914	\$ 5,384.06
GAITHERSBURG PROPERTY TAX	604,000	.2620	\$ 1,582.48
SOLID WASTE CHARGE <sub>4</sub>		172.6800	\$ 172.68
GAITHERSBURG STORMWATER FEE			\$ 129.12
<b>ESTIMATED TOTAL<sub>5</sub></b>			<b>\$7,944.77</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.









### 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: 868 Hidden Marsh Street, Gaithersburg, MD 20877-2974

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

**LEAD WARNING STATEMENT FOR BUYERS:** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**SELLER'S DISCLOSURE:**

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

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

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(B) Records and reports available to the Seller:

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

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

**BUYER'S ACKNOWLEDGMENT:**

(Buyer to initial all lines as appropriate)

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

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


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

(F) \_\_\_\_\_ / \_\_\_\_\_ Buyer has (check one below):

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

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

**AGENT'S ACKNOWLEDGMENT:** (Agent to initial)

(G)  Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

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

DocuSigned by: Theresa Jean Agugliaro 1/18/2022  
Seller \_\_\_\_\_ Date

Theresa Jean Agugliaro

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

DocuSigned by: Rayne Ann Wood 1/18/2022  
Seller \_\_\_\_\_ Date

Rayne Ann Wood

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

DocuSigned by: Jeremy Lichtenstein 1/18/2022  
Agent for Seller, if any \_\_\_\_\_ Date

Jeremy Lichtenstein

Agent for Buyer, if any \_\_\_\_\_ Date

GCAAR # 907A: Federal Lead Paint Sales Disclosure -MC & DC 2016, The Greater Capital Area Association of REALTORS®, Inc. 2/2016  
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### MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

868 Hidden Marsh Street

Property Address: Gaithersburg, MD 20877-2974

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

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

AND  
The Property \_\_\_\_\_ / \_\_\_\_\_ is or TM / RAW is not registered in the Maryland Program (**Seller to initial applicable line**).

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

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

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

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

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

DocuSigned by: <u>Theresa Jean Agugliaro</u> Seller	1/18/2022	_____	_____
_____	Date	Buyer	Date
<b>Theresa Jean Agugliaro</b>			
DocuSigned by: <u>Rayne Ann Wood</u> Seller	1/18/2022	_____	_____
_____	Date	Buyer	Date
<b>Rayne Ann Wood</b>			
DocuSigned by: <u>Jeremy Lichtenstein</u> Seller's Agent	1/18/2022	_____	_____
_____	Date	Buyer's Agent	Date
<b>Jeremy Lichtenstein</b>			

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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 and you have not signed a Brokerage Agreement, that agent represents 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 brokerage 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 brokerage agreement is terminated, the buyer may choose to enter into a written buyer brokerage agreement with a different broker/company. Alternatively, the buyer may choose not to be represented 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  Sellers/Landlord  Buyers/Tenants acknowledge 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 than two)

- seller/landlord's agent
- subagent of the Seller
- buyer's/tenant's agent

DocuSigned by: Theresa Jean Agugliaro 1/18/2022  
Signature (Date)  
Theresa Jean Agugliaro

DocuSigned by: Rayne Ann Wood 1/18/2022  
Signature (Date)  
Rayne Ann Wood

\*\*\*\*\*

I certify that on this date I made the required agency disclosure 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)



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 buyer 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 seller has previously signed Consent for Dual Agency, the seller must **affirm** the seller's consent for the sale of the property to a particular 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 terminates the brokerage agreement, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer terminates the brokerage agreement, the buyer may choose not to be represented 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 Realty Services act as a Dual Agent for me as the  
(Firm Name)

**868 Hidden Marsh Street**

**Seller** in the sale of the property at: **Gaithersburg, MD 20877-2974**

**Buyer** in the purchase of a property listed for sale with the above-referenced broker.

DocuSigned by:  
Theresa Jean Agugliaro 1/18/2022  
Signature Date

**Theresa Jean Agugliaro**

DocuSigned by:  
Rayne Ann Wood 1/18/2022  
Signature Date

**Rayne Ann Wood**

### AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

# The undersigned **Buyer(s)** hereby affirm(s) consent to dual agency for the following property:

**868 Hidden Marsh Street, Gaithersburg, MD 20877-2974**

Property Address

Signature Date

Signature Date

# The undersigned **Seller(s)** hereby affirm(s) consent to dual agency for the Buyer(s) identified below:

Name(s) of Buyer(s)

Signature Date

**Theresa Jean Agugliaro**

Signature Date

**Rayne Ann Wood**