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Notes:

4416 Ridge St. Disclosure Pack

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Greater Capital Area Association of REALTORS®, Inc.
INCLUSIONS/EXCLUSIONS DISCLOSURE AND ATTACHMENT TO LISTING AGREEMENT

ADDRESS 4416 Ridge Street Chevy Chase, MD 20815

FOR USE WITH REGIONAL CONTRACT

PERSONAL PROPERTY, FIXTURES, AND UTILITIES: Unless otherwise negotiated in a contract of sale, the purchase price shall include the following personal property and fixtures: A. Any existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, smoke and heat detectors, tv antennas, exterior trees and shrubs and B. The items marked YES below as currently installed or offered.

Grid for listing items: Included YES/NO, Excluded YES/NO. Items include Stove or Range, Cooktop, Wall Oven(s), Refrigerator(s), Dishwasher, Built-in Microwave, Trash Compactor, Disposer, Freezer, Window Fan(s), Window A/C Unit(s), Pool, Equip. & Cover, Hot Tub, Equip. & Cover, Satellite Dish & Equip, Window Treatments, Ceiling Fan(s), Washer, Dryer, Furnace Humidifier, Electronic Air Filter, Central Vacuum, Water Treatment System, Exhaust Fan(s), Alarm System, Intercom, Storage Shed(s), Garage Opener(s), w/ remote(s), Playground Equipment, Wood Stove, Fireplace Screen/ Doors.

ADDITIONAL INCLUSIONS (SPECIFY):

ADDITIONAL EXCLUSIONS (SPECIFY):

FOR USE WITH MAR CONTRACT

INCLUSIONS/EXCLUSION: Unless otherwise negotiated in a contract of sale, the purchase price shall include all permanently attached fixtures, including all smoke detectors. Certain other now existing items which may be considered personal property, whether installed or stored upon the property, are included or excluded, as follows (if neither column is checked, it shall be considered excluded):

Grid for listing items: Included YES, Excluded YES. Items include Stove or Range, Cooktop, Wall Oven(s), Refrigerator(s), w/ Ice maker, Built-in Microwave, Trash Compactor, Exist. W/W Carpet, Garbage Disposer, Exhaust Fan(s), Dishwasher, Freezer, Window Fan(s), Fireplace Screen/Door, Pool, Equip. & Cover, Hot Tub Equip. & Cover, Screens, Storm Windows, Storm Doors, Window A/C Unit(s), Ceiling Fan(s), Clothes Washer, Clothes Dryer, Furnace Humidifier, Electronic Air Filter, Water Filter, Water Softener, Drapery/Curtains, Drapery Curtain Rods, Shades/Blinds, Alarm System, Intercom, Storage Shed(s), Garage Opener(s), w/ remote(s), Playground Equipment, Wood Stove, T.V. Antenna, Satellite Dish, Central Vacuum.

ADDITIONAL INCLUSIONS (SPECIFY):

ADDITIONAL EXCLUSIONS (SPECIFY):

WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING: (Check all that apply)

Water Supply: Public, Well; Sewage Disposal: Public, Septic # BR; Heating: Oil, Gas, Elec., Heat Pump, Other; Hot Water: Oil, Gas, Elec., Other; Air Conditioning: Oil, Gas, Elec., Heat Pump, Other.

The Seller(s) of the above referenced property, have completed these checklists disclosing what conveys with the property and give permission to make this information available to prospective buyers.

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

Seller [Signature] \_\_\_\_\_ Date 11.00.05

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**Greater Capital Area Association of REALTORS® , Inc.**  
**Government Regulations, Easements and Assessments Disclosure and Addendum (REA)**  
**(Required for all Listing Agreements and Sales Contracts in Montgomery County)**

The Contract of Sale dated \_\_\_\_\_, Address 4416 Ridge Street,  
 City Chevy Chase, State MD Zip 20815 between  
 Seller Kalliope Ridge LLC and  
 Buyer \_\_\_\_\_ is

hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

**Notice to Seller:** Pursuant to Montgomery County Code (Sec. 40-13), a Seller is required to fully disclose to Buyers all specific facts relevant to, or affecting any property, imposed by any law or regulation or any common law principle. Seller acknowledges he has carefully examined this form, and that the information is complete and accurate to the best of his knowledge as of the date signed. 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 for the Property.

**Notice to Buyer** The information contained herein is the representation of the Seller. Further information may be obtained by contacting staff and web sites of appropriate authorities, Montgomery County Government, 240-777-1000, Park and Planning Commission/Montgomery County Department of Park and Planning, 301-495-4700, and municipality, if applicable.

**1. Special Protection areas (SPA)**

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 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 Montgomery County Department of Park and Planning.

Buyer \_\_\_\_\_

Buyer \_\_\_\_\_

**2. Recorded Subdivision Plat:** 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. However, 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. Buyer's initials: \_\_\_\_\_ OR Buyer hereby waives receipt of a copy of such plat at time of execution of contract, but shall, prior to or at the time of settlement, be provided a copy of the subdivision plat. Buyer's initials: \_\_\_\_\_

3. Availability of Water and Sewer Services

A.	Water: Is the Property connected to public water? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, has it been approved for connection to public water? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, answer the following questions: 1. Has it been approved for connection to public sewer? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know 2. Has an individual sewage disposal system been constructed on Property? <input type="checkbox"/> Yes <input type="checkbox"/> No Has one been approved for construction? <input type="checkbox"/> Yes <input type="checkbox"/> No Has one been disapproved for construction? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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

4. Age of Home and Federal Lead Based Paint: Title X, Section 1018, the Residential Lead-Based Paint Hazard Act of 1992 (the Act), requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A Seller of pre-1978 housing is required to disclose to the Buyer, based upon the Seller's actual knowledge, all known lead-based paint hazards in the Property and provide the Buyer with any available reports in the Seller's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. The Seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection.

At the time that the offer to purchase is entered into by the Buyer, the Seller is required to provide the Buyer with the EPA pamphlet entitled "Protect Your Family from Lead In Your Home" and a "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form (GCAAR #500). The Seller is required under the Act to provide the Buyer with a ten (10)



*[Handwritten signature]*



8. **Front Foot Benefit Charges:** Are there currently front foot benefit charges to WSSC?  Yes  No. If yes, the annual assessment is \$ \_\_\_\_\_

9. **Private Utility Company Assessment:** Are there any annual or semi-annual assessments paid to private companies that provided utility installation?  Yes  No. If yes, the Buyer agrees to assume the future obligations and pay future annual assessments in the amount of \$ \_\_\_\_\_ for remaining years to \_\_\_\_\_ (name of company).

10. **Development Districts:** Is the Property located in a Development District with a special assessment?  Yes  No. If yes, each year the Buyer of this property must pay a special assessment or special tax. The current assessment or tax is \$ \_\_\_\_\_. Are there scheduled increases?  Yes  No. If yes, assessment or tax will be increased to \$ \_\_\_\_\_ on \_\_\_\_\_ (date). If an increase in any special assessment, special tax, fee, or charge is likely to occur in the foreseeable future, but the timing or amount of the increase is not certain when the contract is signed, this notice must also expressly disclose that fact.

11. **Special Service Area Tax Districts:** Is the Property located in a special service area tax district for which there are special assessments or taxes, such as, but not limited to, Noise Abatement Tax District, Parking Lot Districts, Urban Districts, Development Districts, the Metropolitan District, the Recreation District, or the Storm Drainage District?  Yes  No. If yes, circle the appropriate one. Annual assessment is \$ \_\_\_\_\_ and  is or  is not included in the Property's tax bill.

12. **Special Tax Districts:** Is the Property located in the special taxing district of Village of Drummond, Oakmont, Village of Friendship Heights, Battery Park?  Yes  No. Annual assessment is \$ \_\_\_\_\_ and  is or  is not included in the Property's tax bill.

13. **Transportation Related Facilities Assessment:** Does Seller have deferred charges attributable to transportation related facilities for which the Buyer assumes liability?  Yes  No. If yes, the current deferred taxes are \$ \_\_\_\_\_ and  are or  are not included in Property's tax bill.

14. **Ownership and Assessments:**  Homeowners Association with mandatory fees (HOA)  Condominium  Cooperative. Name of Project/Subdivision: \_\_\_\_\_ Management Company: \_\_\_\_\_ Telephone: \_\_\_\_\_ Assessments/special tax \$ \_\_\_\_\_ per \_\_\_\_\_ Special Assessments \$ \_\_\_\_\_ Are there any assessments approved yet not assessed?  Yes  No. If yes, amount \$ \_\_\_\_\_ and explain reason for assessment: \_\_\_\_\_

15. **Assessments:** Are there any assessments or special taxes, other than those specifically addressed in this Addendum, which will become an obligation of the Buyer?  Yes  No. If yes, annual assessment is \$ \_\_\_\_\_ and  is or  is not included in Property's tax bill.

16. **Municipalities.** Is the Property located within one of the following municipalities?  Yes  No. If yes, circle the appropriate one: Barnesville, Town of Brookeville, Town of Chevy Chase, Chevy Chase View, Chevy Chase Village, Chevy Chase Village Section 3, Chevy Chase Village Section 5, City of Gaithersburg, Garrett Park, Town of Glen Echo, Town of Kensington, Laytonsville, Village of Martin's Addition, Village of North Chevy Chase, Poolesville, City of Rockville, Town of Somerset, Takoma Park or Washington Grove. For a list of municipalities, their telephone numbers and web sites, go the websites for Montgomery County and GCAAR (see Resources).

17. **Maryland Forest Conservation Act (MFCA):** If the Property is a tract of land 40,000 square feet or more in size, Buyer is notified that tree clearing on the Property may be restricted by forest conservation law requirements. As a prerequisite to any subdivision plan, and before any permits are issued for grading and sediment control associated with construction, the Buyer will be required to comply with the requirements of the applicable county forest conservation law.



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E No: \_\_\_\_\_ E Date: \_\_\_\_\_ of \_\_\_\_\_

*[Handwritten signature]*

In the absence of a county law, the Maryland State Forest Conservation Act applies. Unless otherwise expressly set forth in an Addendum to the Contract, Seller represents and warrants that Property  is or  is not currently subject to a Forest Conservation Plan, Management Agreement, or any other pending obligation binding the owner of the Property under forest conservation law requirements. Further, Seller represents and warrants that no activities have been undertaken on the Property in violation of the applicable law.

18. **Forest Conservation Easement:** Does the Property include land dedicated to a conservation easement as part of a Forest Conservation Plan, Tree Save Plan, or other plan for natural area protection?  Yes  No. If yes, attach house location survey (if available).

19. **Tax Benefit Programs:** The Property might 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 \_\_\_\_\_

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 \_\_\_\_\_

C. **Other Tax Benefit Programs:** Does the Seller have reduced property taxes from any government program?  Yes  No. If yes, explain: \_\_\_\_\_

20. **Moderately-Priced Dwelling Unit:** Is the Property part of the Moderately-Priced Dwelling Unit Program in Montgomery County?  Yes  No. In City of Rockville?  Yes  No. If yes to either question, Seller to indicate month and year of initial offering: \_\_\_\_\_. If initial offering is after Marcy 20, 1989, the prospective Buyer and Seller should contact the appropriate jurisdictional agency to ascertain the legal buying and selling restrictions on the Property.

21. **Underground Storage Tank:** Does the Property contain an unused underground storage tank?  Yes  No  Unknown. If yes, explain when, where and how it was abandoned: \_\_\_\_\_

22. **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 10/03/02. 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.

#### Montgomery County

Shady Grove Adventist Hospital, 9901 Medical Center Drive, Rockville, MD 20850  
 Suburban Hospital, 8600 Old Georgetown Road, Bethesda, MD 20814  
 Montgomery County Airpark, 7940 Airpark Road, Gaithersburg, MD 20879  
 IBM Corporation Heliport, 18100 Frederick Avenue, Gaithersburg, MD 20879  
 Davis Airport, 7200 Hawkins Creamery Road, Laytonsville, MD 20879  
 Federal Support Center Heliport, 5321 Riggs Road, Gaithersburg, MD 20882  
 Waredaca Farm 4015 Damascus Road, Gaithersburg, MD 20760  
 Dow Jones & Company, Inc., 11501 Columbia Pike, Silver Spring, MD 20904  
 Washington Adventist Hospital, 7600 Carroll Avenue, Takoma Park, MD 20912  
 Maryland State Police Heliport, 16501 Norwood Road, Sandy Spring, MD 20860  
 Flying M Farms, 24701 Old Hundred Road, Comus, MD 20842



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**Prince George's County**

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

**Frederick County**

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

**Carroll County**

Walters Airport, 7017 Watersville Road, Mt. Airy, MD 21771

**District of Columbia**

Georgetown University Hospital, 3800 Reservoir Road, NW, 20007  
Metropolitan Police, Dist. 2, 3320 Idaho Avenue, NW, 20007  
Metropolitan Police Dist. 3, 1620 V Street, NW, 20007  
National Presbyterian Church, 4101 Nebraska Avenue, NW, 20016  
Steuart Office Pad, Steuart Petroleum Co., 4640 40<sup>th</sup> Street, NW, 20016  
Walter Reed Hospital, 6825 16<sup>th</sup> Street, NW, 20012  
Washington Post, 1150 15<sup>th</sup> Street, NW, 20017  
Washington Hospital Center, 110 Irving Street, NW, 20010  
Children's National Medical Center, 111 Michigan Avenue, NW, 20010

**Virginia**

Leesburg Executive, 1001 Sycolin Road, Leesburg, 22075  
Loudoun Hospital Center, 224 Cornwall, NW, Leesburg, 22075  
Ronald Reagan Washington National Airport, Arlington County 20001

23. **Headings:** 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.

_____	_____	_____	_____
Seller	Date	Seller	Date

11.10.05

The undersigned hereby acknowledges receipt of this form prior to signing a Contract.

_____	_____	_____	_____
Buyer	Date	Buyer	Date



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# MARYLAND PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT



Property Address: 4416 Ridge Street Chevy Chase , MD 20815

Legal Description: Lot 7 Block 3 Town of Chevy Chase

## NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, *Annotated Code of Maryland*, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner 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 owner. 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 Section 10-702:

1. The initial sale of single family residential 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 Subsection 13-207 of the Tax-Property Article, except land installment 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 use other than residential use or to be demolished; or
7. A sale of unimproved real property.

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

1. A purchaser would not reasonable 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 and safety of:
  3. the purchaser; or
  4. an occupant of the real property, including a tenant or invitee of the purchaser.

## MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO OWNERS: 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 Owners and is based upon the actual knowledge of Owners as of the date noted. Disclosure by the Owners 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 Owners as to the condition of the property of which the Owners have no knowledge or other conditions of which the Owners have no actual knowledge.

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

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

- |                  |  |   |   |
|------------------|--|---|---|
| Water Supply     | <input checked="" type="checkbox"/> Public | <input type="checkbox"/> Well                             | <input type="checkbox"/> Other  |
| Sewage Disposal  | <input type="checkbox"/> Public            | <input type="checkbox"/> Septic System approved for _____ | (# bedrooms)  |
| Garbage Disposal | <input type="checkbox"/> Yes               | <input type="checkbox"/> No                               |   |
| Dishwasher       | <input type="checkbox"/> Yes               | <input type="checkbox"/> No                               |   |
| Heating          | <input type="checkbox"/> Oil               | <input type="checkbox"/> Natural Gas                      | <input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump Age _____ <input type="checkbox"/> Other _____ |



Air Conditioning  Oil  Natural Gas  Electric  Heat Pump Age \_\_\_\_\_  Other \_\_\_\_\_  
 Hot Water  Oil  Natural Gas  Electric Capacity \_\_\_\_\_ Age \_\_\_\_\_  Other \_\_\_\_\_

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

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

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

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

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

3. Roof: Any leaks or evidence of moisture?  Yes  No  Unknown

Type of roof \_\_\_\_\_ Age: \_\_\_\_\_

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: \_\_\_\_\_

Will the smoke detectors provide an alarm in the event of a power outage?

Yes  No  Does Not Apply

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

9. Septic Systems: Is the septic system functioning properly?  Yes  No  Unknown  Does Not Apply

When was the system last pumped? Date: \_\_\_\_\_  Unknown

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

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

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

Home water treatment system:  Yes  No  Unknown

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

Fire sprinkler system:  Yes  No  Unknown  Does Not Apply

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

Are the systems in operating condition?  Yes  No  Unknown

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

11. Insulation:  
 In exterior walls?  Yes  No  Unknown  
 In ceiling/attic?  Yes  No  Unknown



In any other areas?

Yes  No  Where:

Comments:

\_\_\_\_\_

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?

Yes  No  Unknown

Comments:

\_\_\_\_\_

Are gutters and downspouts in good repair?  Yes  No  Unknown

Comments:

\_\_\_\_\_

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

Comments:

\_\_\_\_\_

Any treatments or repairs?  Yes  No  Unknown

Any warranties?  Yes  No  Unknown

Comments:

\_\_\_\_\_

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property?

Yes  No  Unknown

If yes, specify below

Comments:

\_\_\_\_\_

15. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?

Yes  No  Unknown

If yes, specify below

Comments:

\_\_\_\_\_

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

Comments:

\_\_\_\_\_

17. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?  Yes  No  Unknown If yes, specify below

Comments:

\_\_\_\_\_

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

No  Unknown

Comments:

\_\_\_\_\_

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

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

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_



*[Handwritten signature]*

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

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

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

### MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

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

The owner(s) has actual knowledge of the following latent defects: \_\_\_\_\_

Owner \_\_\_\_\_ Date 11-10-05

Owner \_\_\_\_\_ Date \_\_\_\_\_

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

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

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





# Montgomery County Association of REALTORS®, Inc. MARYLAND LEAD PAINT DISCLOSURE AND NOTICE STATEMENT

(Use with contracts for the sale of property constructed prior to 1979)

**RE: 4416 Ridge Street, Chevy Chase, MD 20815**

Property Address

## DISCLOSURE

1. Seller represents that the above described Property may contain lead paint such that said Property may be subject to the Maryland Lead Poisoning Prevention Program Act contained in the Maryland Code, Environment Article, Sections - 6-801 et seq. (1996 Repl. Vol) ( the "Maryland Lead Act").
2. If Seller has had the subject property inspected pursuant to the Maryland Lead Act, and such inspection revealed conditions which require remedial actions, (i.e., risk reduction obligations), Seller represents as follows:

Seller to check applicable statement(s):

a)  Seller has the following outstanding risk reduction obligations:

b)  Seller will complete the outstanding risk reduction obligations prior to settlement.

c)  Seller will not complete the outstanding risk reduction obligations prior to settlement.

In the event that none of the foregoing boxes have been checked, this shall constitute Seller's representation that either (1) the subject property has not been inspected pursuant to the Maryland Lead Act, or (2) if the subject property has been inspected pursuant to the Maryland Lead Act, either inspection did not result in the imposition of any risk reduction obligations or all risk reduction obligations have been completed.

All outstanding obligations not completed by Seller will become Buyer's responsibility after settlement if the property remains rental property or is converted to rental property.

## NOTICE

1. In the event that Buyer intends to occupy the Property, but converts the Property to rental use in the future, Buyer is advised that Buyer must register the property with the Maryland Department of the Environment within 30 days following conversion of the Property to rental Property and will therefore be subject to all requirements of the Maryland Lead Act at the time of such conversion.
2. In the event the Property is currently rented and will continue to be rented, Buyer is advised that Buyer must register the Property with the Maryland Department of the Environment within 30 days of settlement and will be subject to all requirements of the Maryland Lead Act at the time of settlement.

	11.10.05		
Seller	Date	Buyer	Date

By signing below, Buyer acknowledges receipt of the within Disclosure and Notice Statement prior to ratification of a Contract for the purchase of the subject property.

Seller	Date	Buyer	Date

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