

12344 Cherry Branch Drive, Clarksburg, Maryland 20871



Brokerage Information: RE/MAX Results, 5202 Presidents Ct #310, Frederick, MD 21703
Broker of Record: Sandy Olson, License# 527089
Sales Associate: Bobbi Prescott, License# 603372, MLS# 128509

Disclosure Package:

- Montgomery County Property Report
- Plat
- Aerial lot lines from public records
- SDAT Record
- Current Tax Bill
- Montgomery County Real Property Estimated Tax and Other Non-tax Charges
- Utility Cost and Usage History Form
- Regulations, Easements and Assessments (REA) Disclosure and Addendum
- Home Warranty
- Inclusion & Exclusions Addenda
- Maryland Residential Property Disclosure and Disclaimer Statement
- Homeowners Association Seller Disclosure/Resale Addendum
- General Addendum - Appraisal
- Notice to Buyer & Seller of Buyer's Rights & Seller's Obligations
- Consent for Dual Agency
- Notification of Dual Agency Within a Team
- Affiliated Business Disclosure

PLEASE LEAVE THIS COPY AT THE PROPERTY

- these documents are available online, in the MLS -

About My Address

Please enter your **Montgomery County, MD address** below then click the button to show detailed information about the address.

Enter Address:

12344 Cherry Branch Dr.
Clarksburg, MD

Show Detailed Information

REGIONAL SERVICES CENTER

Name: Upcounty

Address: 12900 Middlebrook Rd Germantown, MD
20874

Phone Number: 240-777-8040

[Reginal Services Center's Website](#)

MUNICIPALITY

Municipality (Y/N): N

Area Name: Montgomery County, Maryland

Address: 101 Monroe Street, Rockville, MD 20850

[Municipality Website](#)

COMMUNITY

How do denizens usually refer to this area?:

SUBDIVISION

GREENWAY VILLAGE

ELEMENTARY SCHOOL

Wilson Wims ES

MIDDLE SCHOOL

Hallie Wells MS

HIGH SCHOOL

Clarksburg HS

POLICE

District: 5

BEAT: 5M3

Police Reporting Area: 476

FIRE AND RESCUE

Station Number: 35

FATOM: 3501

COUNTY COUNCIL

Council District: 2

Council Member: Marilyn Balcombe

[Council Member's Website](#)

STATE LEGISLATURE

Legislative District: 15

US CONGRESS

Congressional District: 6

Congress Member: David Trone

PRECINCT

District-Precinct: 02-11

2020 Polling Place:

Location:

Note: updated 2022 polling places expected to be added sometime in 2022

SOLID WASTE (Recycle, Refuse, and Yard Trim)

For information about recycling, refuse, and yard trim pickup, please enter the address in the application here:

<https://www2.montgomerycountymd.gov/depcollectionday/default.aspx>

PLANNING

Master Plan Area: CLARKSBURG MASTER PLAN

Planning Area: Clarksburg

Policy Area: Clarksburg East

Metro Policy Y/N: N

Category: ☐

WATERSHEDS

Watershed:

Subwatershed:

CENSUS

Block Group: 240317003113

Below estimates from 2019 5-yr American Community Survey

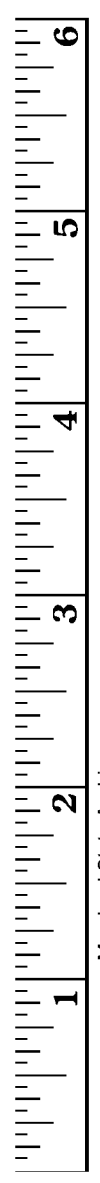
Population: 4979

Density: 6234.538594319634

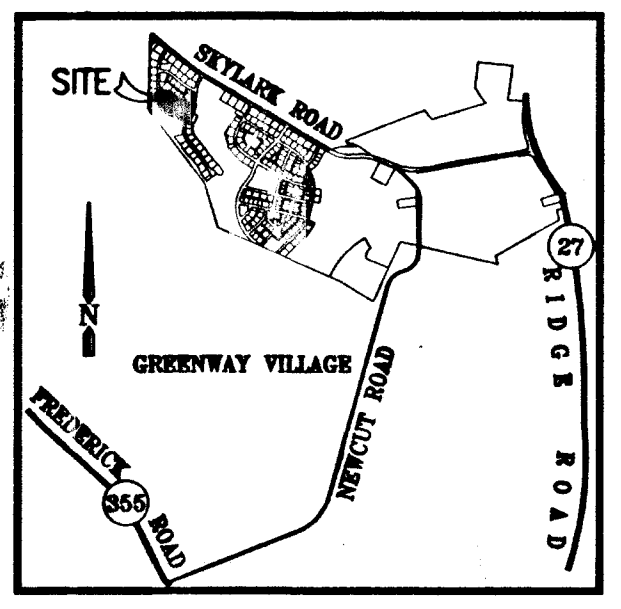
Households: 1434

Median Household Income: \$145833

MONTGOMERY COUNTY CIRCUIT COURT (Subdivision Plats, MO) Plat 22610-22616, MSA_S1249_28446. Date available 2003/06/27. Printed 11/05/2025.



Maryland State Archives



VICINITY MAP
NOT TO SCALE

CURVE TABLE						
CURVE	RADIUS	ARC	DELTA	TANGENT	BEARING	CHORD
1	225.00	140.63	35°48'41"	72.70	S52°10'03"E	138.35
2	475.00	162.96	19°39'26"	82.29	S44°05'26"E	162.17
3	8.00	12.81	91°46'20"	8.25	N80°11'41"E	11.49
4	1125.00	285.09	14°31'10"	143.31	S41°34'06"W	284.33
5	325.00	15.59	2°44'55"	7.80	S47°27'13"W	15.59
6	8.00	11.76	84°12'28"	7.23	S88°11'00"W	10.73
7	350.00	425.41	69°38'24"	243.44	N14°53'36"E	399.70
8	8.00	12.57	90°00'00"	8.00	N64°55'36"E	11.31
9	375.00	17.99	2°44'55"	9.00	N47°27'13"E	17.99
10	1075.00	205.91	10°58'29"	103.27	N43°20'27"E	205.60
11	8.00	12.81	91°46'20"	8.25	N08°01'58"W	11.49
12	525.00	180.12	19°39'26"	90.95	N44°05'26"W	179.24
13	175.00	109.38	35°48'41"	56.54	N52°10'03"W	107.61

NOTES:

1. THIS SUBDIVISION RECORD PLAT IS NOT INTENDED TO SHOW EVERY MATTER AFFECTING THE OWNERSHIP AND USE OF THIS PROPERTY. THE SUBDIVISION RECORD PLAT IS NOT INTENDED TO REPLACE AN EXAMINATION OF TITLE OR TO DEPICT OR NOTE ALL MATTERS AFFECTING TITLE.
2. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE REQUIREMENTS OF THE MONTGOMERY COUNTY FOREST CONSERVATION LAW OF 1992, INCLUDING APPROVAL OF A FOREST CONSERVATION PLAN AND APPROPRIATE AGREEMENTS PRIOR TO ISSUANCE OF A SEDIMENT CONTROL PERMIT.
3. ALL TERMS, CONDITIONS, AGREEMENTS, LIMITATIONS, AND REQUIREMENTS ASSOCIATED WITH ANY PRELIMINARY PLAN OR OTHER PLAN ALLOWING DEVELOPMENT OF THIS PROPERTY, APPROVED BY THE MONTGOMERY COUNTY PLANNING BOARD ARE INTENDED TO SURVIVE AND NOT BE EXTINGUISHED BY THE RECORDATION OF THIS PLAT, UNLESS EXPRESSLY CONTEMPLATED BY THE PLAN AS APPROVED. THE OFFICIAL PUBLIC FILES FOR ANY SUCH PLAN ARE MAINTAINED BY THE PLANNING BOARD AND ARE AVAILABLE FOR PUBLIC REVIEW DURING NORMAL BUSINESS HOURS.
4. THIS DEVELOPMENT IS SERVED BY PUBLIC WATER AND SEWER SYSTEMS ONLY.
5. THIS SUBDIVISION IS SUBJECT TO A SITE PLAN ENFORCEMENT AGREEMENT (SITE PLAN No. 8-02036).
6. APPROVED PRELIMINARY PLAN #1-02033 APPROVED FINAL FOREST CONSERVATION PLAN #4-02076
7. THE PROPERTY IS ZONED PD-4
8. WSSC 200 SCALE REFERENCE : 232 NW 12
9. PARCELS A, B, AND C, BLOCK D ARE TO BE CONVEYED TO THE HOMEOWNERS ASSOCIATION.
10. THIS PROPERTY IS SUBJECT TO A DECLARATION OF COVENANTS FOR THE MAINTENANCE & OPERATION OF PRIVATE OPEN SPACE AS RECORDED IN LIBER 22417 AT FOLIO 810 AMONG THE LAND RECORDS OF MONTGOMERY CO., MD.

203148102033120205002036PD4	
THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION MONTGOMERY COUNTY PLANNING BOARD	
APPROVED: November 14, 2002 <i>David Berley</i> CHAIRMAN	APPROVED: June 12, 2003 <i>Robert A. Beller</i> ASST. SECRETARY-TREASURER
MNCPPC Record File No. 621-33	
DEPARTMENT OF PERMITTING SERVICES, MONTGOMERY COUNTY	
APPROVED: <i>Robert A. Beller</i> DIRECTOR	

P.I.A. NO. 03-030

17 LOTS
3 PARCELS
TAX MAP EW

Plotted: March 7, 2003

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS CORRECT; THAT IT IS A SUBDIVISION OF THE PROPERTY ACQUIRED BY CLARKSBURG SKYLARK, L.L.C., A MARYLAND LIMITED LIABILITY COMPANY FROM ESTELLE DeMAIO, ET AL., BY DEED DATED MARCH 26, 2001 AND RECORDED AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND IN LIBER 19158 AT FOLIO 440.

THE TOTAL AREA INCLUDED IN THIS SUBDIVISION RECORD PLAT IS 180,978 SQUARE FEET OR 4.15 ACRES OF LAND, OF WHICH 45,944 SQUARE FEET OR 1.05 ACRES OF LAND ARE DEDICATED TO PUBLIC USE.

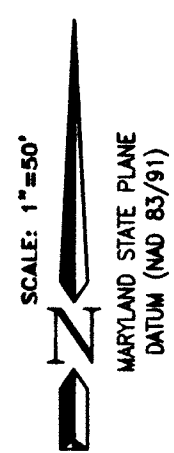
DATE 3-7-2003

FILED

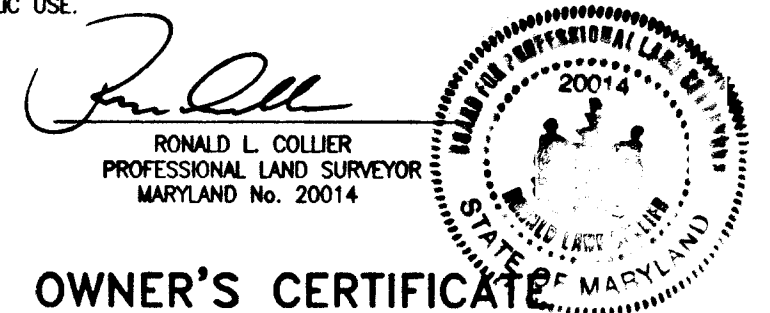
JUN 27 2003

Clerk of the Circuit Court
Montgomery County, Md.

N 573,600
E 1,239,500



RECORDED: _____
PLAT NO.: 22613



OWNER'S CERTIFICATE

WE, THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN HEREON, AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE, HEREBY ADOPT THIS SUBDIVISION RECORD PLAT AND ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES AND DEDICATE THE STREETS TO PUBLIC USE; GRANT TO MONTGOMERY COUNTY, MARYLAND SLOPE EASEMENTS TO THE MINIMUM BUILDING RESTRICTIONS LINES, OR AS OTHERWISE SHOWN HEREON, ADJACENT, CONTIGUOUS, AND PARALLEL TO THE STREET RIGHT OF WAY LINES, SAID SLOPE EASEMENTS SHALL BE TERMINATED AFTER ALL PUBLIC IMPROVEMENTS ABUTTING SAID EASEMENTS HAVE BEEN LAWFULLY COMPLETED AND ACCEPTED FOR MAINTENANCE BY MONTGOMERY COUNTY, MARYLAND; GRANT PUBLIC UTILITY EASEMENTS, AS SHOWN HEREON AND DESIGNATED AS "P.U.E." TO THE PARTIES LISTED AND WITH THE TERMS AND PROVISIONS BEING SET FORTH IN THAT CERTAIN DOCUMENT ENTITLED "DECLARATION OF PUBLIC-UTILITY EASEMENTS", RECORDED AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND IN LIBER 3834 AT FOLIO 457, WHICH SAID TERMS AND PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE; GRANT TO MONTGOMERY COUNTY, MARYLAND, PUBLIC IMPROVEMENT EASEMENTS, AS SHOWN HEREON, IF ANY, AND DESIGNATED AS "P.I.E." WITH THE TERMS AND PROVISIONS OF SAID EASEMENTS BEING SET FORTH IN THAT CERTAIN DOCUMENT ENTITLED "DECLARATION OF PUBLIC-UTILITY EASEMENTS" RECORDED AMONG THE AFORESAID LAND RECORDS IN LIBER 22417 AT FOLIO 812, SAID TERMS AND PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE; ESTABLISH AN INGRESS/EGRESS EASEMENT ACROSS PARCEL C, BLOCK D, SUBJECT TO THE TERMS AND PROVISIONS OF THE HOMEOWNERS ASSOCIATION DOCUMENT; SUBJECT TO ALL CURRENT AND APPLICABLE REGULATIONS OF ALL FEDERAL, STATE AND LOCAL GOVERNING AGENCIES.

THE OWNER CERTIFIES THAT A LICENSED LAND SURVEYOR WILL BE ENGAGED TO SET ALL PROPERTY CORNER MARKERS IN ACCORDANCE WITH SECTION 50-24 (e) OF THE MONTGOMERY COUNTY CODE.

THERE ARE NO SUITS, ACTIONS AT LAW, LEASES, LIENS OR TRUSTS ON THE PROPERTY INCLUDED IN THIS SUBDIVISION RECORD PLAT, EXCEPT A CERTAIN DEED OF TRUST AND THE PARTIES IN INTEREST THERETO HAVE BELOW INDICATED THEIR ASSENT.

CLARKSBURG SKYLARK, LLC,
A MARYLAND LIMITED LIABILITY COMPANY
BY: ARTERY-BEAZER CLARKSBURG, LLC,
A MARYLAND LIMITED LIABILITY COMPANY, MEMBER

BY: ARTERY CLARKSBURG, LLC
A MARYLAND LIMITED LIABILITY COMPANY, MEMBER
MEMBER OF ARTERY-BEAZER CLARKSBURG, LLC

BY: THE ARTERY GROUP, LLC
A MARYLAND LIMITED LIABILITY COMPANY, MANAGING MEMBER

BY: BEAZER CLARKSBURG, LLC,
A MARYLAND LIMITED LIABILITY COMPANY,
MEMBER OF ARTERY-BEAZER CLARKSBURG, LLC

BY: BEAZER HOMES CORP.,
A TENNESSEE CORPORATION, SOLE MEMBER

DATE: 3-10-03

DATE: 3/12/03

WITNESS: *Bernad Ruffolo* BY: *B. Hayes McCarty*
B. HAYES MCCARTY, EXEC. VICE PRES.

WITNESS: *Robert Cantley* BY: *David L. Carney*
DAVID L. CARNEY, PRESIDENT
MARYLAND DIVISION

WE HEREBY ASSENT TO THIS PLAT OF SUBDIVISION.

DATE: 3/14/2003

DATE: 3/14/2003

M. Ferentinos TRUSTEE
Terence G. Stifler TRUSTEE

* FOR THE BENEFIT OF LOTS 1-17, BLOCK D

SUBDIVISION RECORD PLAT
LOTS 1 THROUGH 17 AND
PARCELS A, B & C, BLOCK D
GREENWAY VILLAGE
CLARKSBURG (2ND) DISTRICT
MONTGOMERY COUNTY, MARYLAND
SCALE: 1"=50'
NOVEMBER, 2002

AREA TABULATION	
LOTS:	102,416 sq OR 2.35 Ac.
PARCELS:	32,618 sq OR 0.75 Ac.
STREET DEDICATION:	45,944 sq OR 1.05 Ac.
TOTAL AREA:	180,978 sq OR 4.15 Ac.

CPI Charles P. Johnson & Associates, Inc.
PLANNERS - ENGINEERS - LANDSCAPE ARCHITECTS - SURVEYORS
850 E. TOWN ROAD SUITE 300 SILVER SPRING, MARYLAND 20908
Phone: (301) 434-7000 E-mail: cpi@cpia.com Fax: (301) 434-6094
FREDERICK, MD. FAIRFAX, VA

Dwg: M:\31200\dwg\15-04 Xref:

PHASE 1
4 OF 7
JID/DAH/DFD
31-200-15.04A

2-03148
MSA S54 1249 28446.4
621-33



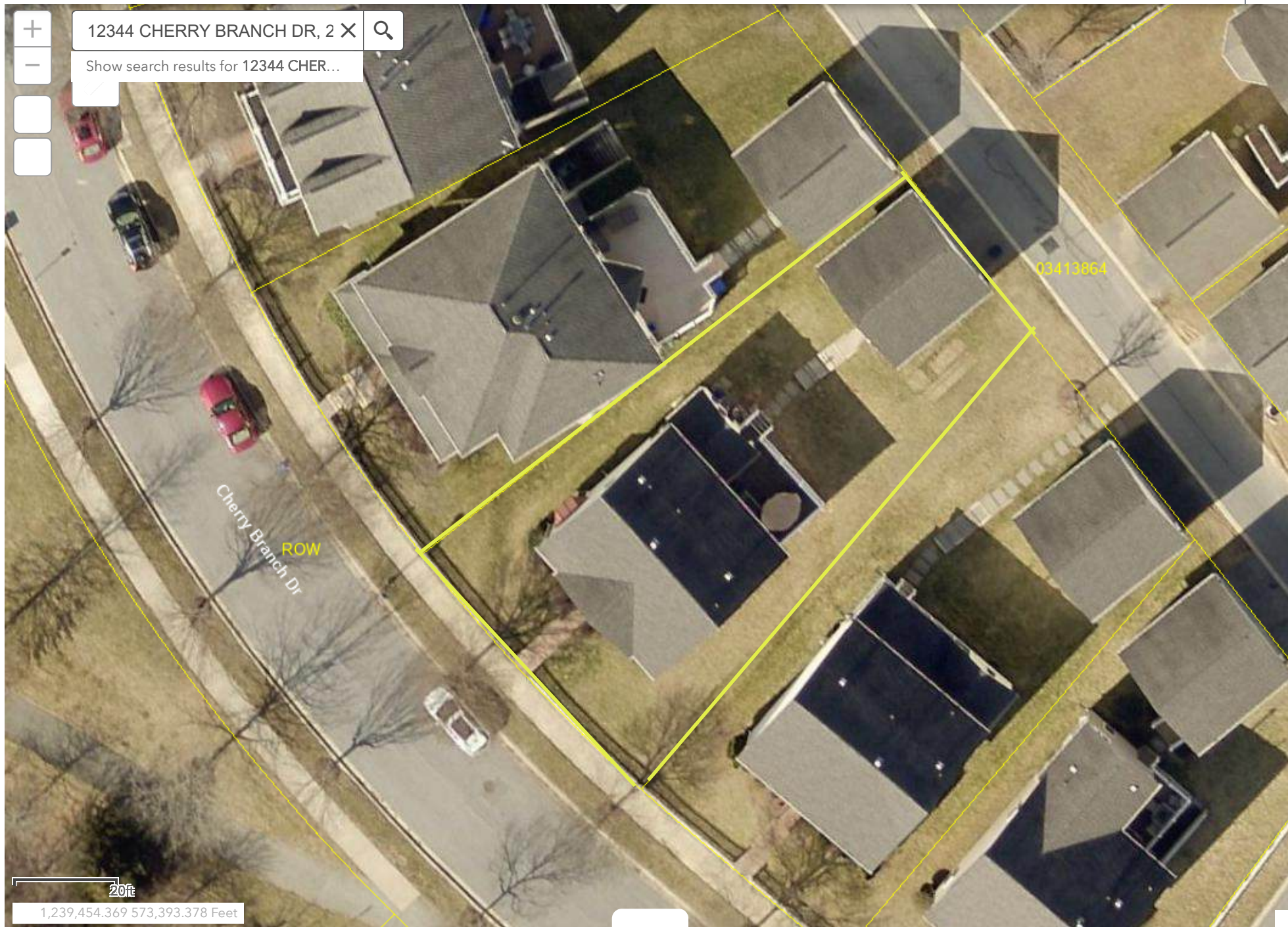
Properties in Montgomery County



12344 CHERRY BRANCH DR, 2 X



Show search results for 12344 CHER...



20ft

1,239,454.369 573,393.378 Feet

Real Property Data Search ()
Search Result for MONTGOMERY COUNTY

View Map

No Ground Rent Redemption on File

No Ground Rent Registration on File

Special Tax Recapture: None

Account Number:District - 02 Account Identifier - 03413933

Owner Information

Owner Name:MORELLARO MARK A
MORELLARO GINGER L

Mailing Address:12344 CHERRY BRANCH DR
CLARKSBURG MD 20871-

Use:RESIDENTIAL
Principal Residence: YES
Deed Reference: /57933/ 00183

Location & Structure Information

Premises Address:12344 CHERRY BRANCH DR
CLARKSBURG 20871-4402

Legal Description:GREENWAY VILLAGE

Map:Grid:Parcel:Neighborhood:Subdivision:Section:Block:Lot:Assessment Year:Plat No:22613

EW51000000002030052.160052D72025Plat Ref:

Town: None

Primary Structure BuiltAbove Grade Living AreaFinished Basement AreaProperty Land AreaCounty Use

20042,096 SF500 SF5,862 SF111

StoriesBasementTypeExteriorQualityFull/Half BathGarageLast Notice of Major Improvements

2YESSTANDARD UNITSIDING/53 full/ 1 half1 Detached

Value Information

Base ValueValuePhase-in Assessments

As ofAs ofAs of

01/01/202507/01/202507/01/2026

Land:130,700147,400

Improvements414,800489,600

Total:545,500637,000576,000606,500

Preferential Land:00

Transfer Information

Seller: NATARAJAN SIVAKUMARAN &
Type: ARMS LENGTH IMPROVED

Date: 07/30/2019
Deed1: /57933/ 00183

Price: \$500,000
Deed2:

Seller: CLARKSBURG SKYLARK LLC
Type: ARMS LENGTH IMPROVED

Date: 08/13/2004
Deed1: /28048/ 00456

Price: \$442,715
Deed2:

Seller:

Date:

Price:

Type:Deed1:Deed2:

Exemption Information

Partial Exempt Assessments:Class07/01/202507/01/2026

County:0000.00

State:0000.00

Municipal:0000.00|0.000.00|0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: Approved 01/18/2024

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No ApplicationDate:

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

ANNUAL BILL
TAX PERIOD 07/01/2025-06/30/2026
FULL LEVY YEAR
LEVY YEAR 2025

PRINCIPAL RESIDENCE

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

BILL #
45302443

11

ACCOUNT #	LEVY YEAR	AMOUNT DUE
03413933	2025	0.00

AMOUNT PAID

2082025545302443200000000000000000000000



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

* This property is located in a proposed development district.

ACCOUNT NUMBER:		03413933		
PROPERTY:	OWNER NAME	MORTELLARO MARK A		
	ADDRESS	12344 CHERRY BRANCH DR CLARKSBURG , MD 20871-4402		
	TAX CLASS	42		
	REFUSE INFO	Refuse Area: R Refuse Unit:		
TAX INFORMATION:				
TAX DESCRIPTION		LY26 PHASE-IN VALUE ₁	LY25 RATE ₂	ESTIMATED FY26 TAX/CHARGE
STATE PROPERTY TAX		606,500	0.1120	\$679.28
COUNTY PROPERTY TAX ₃		606,500	1.0392	\$6,302.75
SOLID WASTE CHARGE ₄			387.72000	\$387.72
WATER QUALITY PROTECT CHG (SF ₄				\$147
ESTIMATED TOTAL ₆				\$7,516.75
PROPOSED DEV DIST TAX ₇		606,500	.112	\$679.28
PROPOSED ESTIMATED TOTAL ₈				\$8,196.03

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.

Personal Property and fixtures

1 laundry room clothing rod at no value

4 plant shelves in kitchen at no value

2 glass shelves in powder room at no value

All mini blinds at no value

1 glass shelf in nook in master bathroom at no value

1 metal cabinet in utility room at no value

Items removed and not replaced

4 plant hooks in kitchen

1 deck box

All curtains and curtain rods



Utility Cost and Usage History Form

For use in Montgomery County, Maryland

Address 12344 Cherry Branch Dr., Clarksburg, MD 20871 , ,

Month	Year		Electric	Gas	Heating Oil
		Total Cost:			
		Total Usage:			
		Total Cost:			
		Total Usage:			
		Total Cost:	SEE ATTACHED		
		Total Usage:			
		Total Cost:			
		Total Usage:			
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Signed by: Mark A. Mortellaro 11/18/2025
 Seller/Owner (Indicate if sole owner) _____ Date

DocuSigned by: 27 My sh 11/18/2025
 Seller/Owner (Indicate if sole owner) _____ Date

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Month	Year		Electric	Gas
November	2024	Cost		\$81
November	2024	Usage		57 therms
December	2024	Cost	\$196	\$102
December	2024	Usage	550 kwh	133.9 therms
January	2025	Cost	\$196	\$205
January	2025	Usage	562 kwh	182 therms
February	2025	Cost	\$197	\$81
February	2025	Usage	471 kwh	171 therms
March	2025	Cost	\$196	\$96
March	2025	Usage	345 kwh	103 therms
April	2025	Cost	\$196	\$96
April	2025	Usage	543 kwh	60 therms
May	2025	Cost	\$197	\$96
May	2025	Usage	456 kwh	14 therms
June	2025	Cost	\$195	\$96
June	2025	Usage	1381 kwh	20 therms
July	2025	Cost	\$191	\$96
July	2025	Usage	1557 kwh	8 therms
August	2025	Cost	\$190	\$96
August	2025	Usage	2629 kwh	11 therms
September	2025	Cost	\$140	\$96
September	2025	Usage	1216 kwh	133 therms
October	2025	Cost	\$142	\$96
October	2025	Usage	1172 kwh	205 therms
November	2025	Cost	\$137	
November	2025	Usage	463 kwh	

Average		
Cost	\$181	\$103
Total over 12 months	\$2,173	\$1,237



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 12344 Cherry Branch Drive,
 City Clarksburg, State MD Zip 20871 between
 Seller Mark A. Mortellaro Ginger L. Mortellaro and
 Buyer _____ is hereby
 amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Contract.

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

- Montgomery County Government, 101 Monroe Street, Rockville, MD, 20850.
Main Telephone Number: 311 or 240-777-0311 (TTY 240-251-4850). Web site: www.MC311.com
- Maryland-National Capital Area Park and Planning Commission (M-NCPPC),
2425 Reedie Drive, 14th Floor, Wheaton, MD 20902. Main number: 301-495-4605. Web site:
<https://montgomeryplanningboard.org>
- City of Rockville, City Hall, 111 Maryland Ave, Rockville, MD 20850.
Main telephone number: 240-314-5000. Web site: www.rockvillemd.gov
- State Department of Assessments & Taxation (SDAT), 700 East Pratt Street, 2nd Floor, Suite 2700, Baltimore, MD, 21202
Main Telephone Number: 410-767-1184. Website: sdattax.dat.maryland.gov

1. **DISCLOSURE/DISCLAIMER STATEMENT:** A property owner may be exempt from Maryland Residential Property Disclosure Act as defined in the Maryland Residential Property Disclosure and Disclaimer Statement. Is Seller exempt from the Maryland Residential Property Disclosure Act? ☐ Yes ☒ No. If no, see attached Maryland Residential Disclosure and Disclaimer Statement. If yes, reason for exemption: _____.
2. **SMOKE DETECTORS:** Maryland law requires that ALL smoke alarms be less than 10 years from date of manufacture. Also, BATTERY-ONLY operated smoke alarms must be sealed units incorporating a silence/hush button and long-life batteries. Pursuant to Montgomery County Code, the Seller is required to have working smoke alarms. Requirements for the location of the alarms vary according to the year the Property was constructed. For a matrix of the requirements see: www.montgomerycountymd.gov/mcfrs-info/resources/files/laws/smokealarmmatrix_2013.pdf. In addition, Maryland law requires the following disclosure: This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will NOT provide an alarm. Therefore, the Buyer should obtain a dual-powered smoke detector or a battery-powered smoke detector.
3. **CARBON MONOXIDE DETECTORS:** Montgomery County requires the owner of each occupied, single-unit, two-unit, and townhouse dwelling unit containing a fuel burning appliance or attached garage to have carbon monoxide detection and warning equipment. Carbon monoxide alarms or detectors must be installed:
 - 1) outside of each separate dwelling unit sleeping area and in the immediate vicinity of the bedrooms; and
 - 2) on every occupiable level of a dwelling unit, including basements;
 and also must:
 - 1) be located on the wall, ceiling or other location as specified in the manufacturer's published instructions that accompany the unit; and
 - 2) be installed and maintained under NFPA 720.

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

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4. **MODERATELY-PRICED DWELLING UNIT:** Is the Property part of the Moderately-Priced Dwelling Unit Program in Montgomery County, the City of Rockville, or the City of Gaithersburg? ☐ Yes ☒ No. If yes, Seller shall indicate month and year of initial offering: _____. If initial offering is after March 20, 1989, the prospective Buyer and Seller should contact the appropriate jurisdictional agency to ascertain the legal buying and selling restrictions on the Property.
5. **RADON DISCLOSURE:** A radon test must be performed on or before the Settlement Date of a "Single Family Home" in accordance with Montgomery County Code Section 40-13C (see <https://www.montgomerycountymd.gov/green/air/radon.html> for details) **A Single Family Home means a single family detached or attached residential building. Single Family home does not include a residential unit that is part of a condominium regime or a cooperative housing corporation.** The Seller of a Single Family Home (unless otherwise exempt below) is required to provide the Buyer, on or before Settlement Date, a copy of radon test results performed less than one year before Settlement Date, or to permit the Buyer to perform a radon test, but regardless, a radon test **MUST** be performed and both Seller and Buyer **MUST** receive a copy of the radon test results. **If Buyer elects not to or fails to perform a radon test, the Seller is mandated to perform the test and provide the results to the Buyer on or before Settlement Date.**

Is Seller exempt from the Radon Test disclosure? ☐ Yes ☒ No. If yes, reason for exemption: _____.

Exemptions:

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

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

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

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

- A. **Existing Water and Sewer Service:** Refer to the Seller's Water Bills or contact WSSC at 301-206-4001 or City of Rockville at 240-314-8420.
- B. **Well and Septic Locations:** Contact the **Department of Permitting Services "DPS", Well and Septic**, or visit <http://permittingervices.montgomerycountymd.gov/DPS/general/Home.aspx>. For well and/or septic field locations, visit <http://permittingervices.montgomerycountymd.gov/DPS/online/eInformationRequest.aspx>, or for homes built before 1978, request an "as built" drawing in person using DPS's "Septic System Location Application" form. Homes built prior to 1960 may be filed on microfiche, and, if outside a subdivision, the name of the original owner may be required. An original owner's name can be found among the Land Records at the County Courthouse. Allow two weeks for the "as built" drawing.
- C. **Categories:** To confirm service area category, contact the **Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division** or visit waterworks@montgomerycountymd.gov.

- A. **Water: Is the Property connected to public water?** ☒ Yes ☐ No.
 If no, has it been approved for connection to public water? ☐ Yes ☐ No ☐ Do not know
 If not connected, the source of potable water, if any, for the Property is: _____

B. **Sewer: Is the Property connected to public sewer system?** ☒ Yes ☐ No
 If no, answer the following questions:
 1. **Has it been approved for connection to public sewer?** ☐ Yes ☐ No ☐ Do not know
 2. **Has an individual sewage disposal system been constructed on Property?** ☐ Yes ☐ No
 Has one been approved for construction? ☐ Yes ☐ No
 Has one been disapproved for construction? ☐ Yes ☐ No ☐ Do not know
 If no, explain: _____

C. **Categories: The water and sewer service area category or categories that currently apply to the Property is/are (if known) _____.** 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

7. **MONTGOMERY COUNTY MUNICIPALITIES AND SPECIAL TAXING DISTRICTS:** This Property may be located in a municipality, town, city or district that has its own disclosure, building and other requirements. The parties are advised to determine which municipality, town, city or district the Property is located and contact the appropriate authority. Further information may be obtained by contacting staff and web sites of appropriate municipalities:

<https://www.montgomerycountymd.gov/DPS/municipalities.html>.

- ☐ This Property is located in the City of 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**.
- ☐ This Property is located in Town of Garrett Park, the Garrett Park Disclosure must be attached. See **GCAAR Form – Town of Garrett Park Disclosure (GDP)**.

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

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

10. DEFERRED WATER AND SEWER ASSESSMENT:**A. Washington Suburban Sanitary Commission (WSSC) or Local Jurisdiction:**

Are there any potential Front Foot Benefit Charges (FFBC) or deferred water and sewer charges for which the Buyer may become liable which do not appear on the attached property tax bills?

☐ Yes ☐ No

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

B. Private Utility Company:

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

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

This Property is subject to a fee or assessment that purports to cover or defray the cost of installing or maintaining during construction all or part of the public water or wastewater facilities constructed by the developer. This fee or assessment is \$ 650 payable annually in February (month) until 2029 (date) to in margin above (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.

11. SPECIAL PROTECTION AREAS (SPA):

Refer to montgomeryplanning.org/planning/environment/water-and-wetlands/special-protection-areas/ or montgomerycountymd.gov/water/streams/spa.html for explanations of the "SPA" legislation and a map detailing protected areas. To determine if a particular property (which is located close to protected areas as designated on this map) is located within the boundaries of a "SPA," visit <https://mcatlas.org/viewer/> and type in the address in the upper left corner of the screen. Then select Special Protection Areas from the menu along the left side of the screen to turn on that GIS layer. This will show you if the property is within a Special Protection Area.

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

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

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

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

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

Buyer

Buyer

- 12. PROPERTY TAXES:** Each property in Montgomery County, MD is assessed for annual real property taxes based on several different components. A copy of the tax bill will reflect which categories and components are applicable to this Property, including, whether the Property is located in a municipality, a special taxing district, a development district, a proposed development district, and/or whether this Property is subject to a special area tax or any WSSC front foot benefit charges. Definitions and explanations of each of these categories can be obtained at the Montgomery County Department of Finance website in the "**Frequently Asked Questions**" section located at <https://www.montgomerycountymd.gov/finance/taxes/faqs.html> and select "FAQ". Additional information relating to taxes and the assessment and appeal process can be located at <https://dat.maryland.gov/realproperty/Pages/Assessment-Appeal-Process.aspx> - this provides tax information from the State of Maryland.

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

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

Buyer's Initials

Buyer acknowledges receipt of both tax disclosures.

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

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

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

OR

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

OR

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

14. RECORDED SUBDIVISION PLAT:

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

- ☐ A. **Unimproved Lot and New Construction:** If the Property is an unimproved lot or a newly constructed house being sold for the first time, the Buyer shall be provided a copy of the recorded subdivision plat prior to entering into a contract. Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.

OR

- ☒ B. **Improved Lot/Recorded Subdivision Plat:** If the Property is not an unimproved lot or a newly constructed house and a subdivision plat has been recorded, the Buyer may, in writing, waive receipt of a copy of such plat at the time of execution of the Contract, but shall, prior to or at the time of Settlement, be provided with a copy of the subdivision plat. The subdivision plat is not intended as a substitute for examination of title and does not show every restriction and easement. **NOTE: This is for resale properties only.**

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

- OR -

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

Buyer's Initials

OR

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

15. TAX BENEFIT PROGRAMS:

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

- A. **Forest Conservation and Management Program (FC&MP):** Buyer is hereby notified that a property under a Maryland Forest Conservation Management Agreement (FCMA) could be subject to recapture/deferred taxes upon transfer. Is the Property under FCMA? ☐ Yes ☒ No. If yes, taxes assessed shall be paid by the Buyer OR the Seller.
- B. **Agricultural Program:** Is the Property subject to agricultural transfer taxes? ☐ Yes ☒ No. If yes, taxes assessed as a result of the transfer shall be paid by the Buyer OR the Seller. Confirm if applicable to this Property at <https://sdatt.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: _____.

16. AGRICULTURAL RESERVE DISCLOSURE NOTICE:

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

17. NOTICE CONCERNING CONSERVATION EASEMENTS:

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

18. GROUND RENT:

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

19. HISTORIC PRESERVATION:

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

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

Has the Property been designated as an historic site in the master plan for historic preservation? ☐ Yes ☒ No.
Is the Property located in an area designated as an historic district in that plan? ☐ Yes ☒ No.
Is the Property listed as an historic resource on the County location atlas of historic sites? ☐ Yes ☒ No.
Seller has provided the information required of Sec 40-12A as stated above, and the Buyer understands that special restrictions on land uses and physical changes may apply to this Property. To confirm the applicability of this County Code (Sec 40-12A) and the restrictions on land uses and physical changes that may apply, contact the staff of the County Historic Preservation Commission, 301-563-3400. **If the Property is located within a local municipality, contact the local government to verify whether the Property is subject to any additional local ordinances.**

Buyer

Buyer

20. MARYLAND FOREST CONSERVATION LAWS:

A. Forest Conservation Law: The Buyer is notified that the cutting, clearing, and grading of more than 5,000 square feet of forest or any champion tree on the Property is subject to the requirements of the **Forest Conservation Law**. The Buyer is required to comply with the Forest Conservation Law, Chapter 22A of the Montgomery County Code. In order to assure compliance with the law, the Buyer is notified of the need to contact the **Countywide Environmental Planning Division** of the Maryland-National Capital Park and Planning Commission (**M-NCPPC**), whether it means obtaining a written exemption from the Forest Conservation Laws from **M-NCPPC** or obtaining approval of a Natural Resource Inventory/Forest Stand Delineation Plan, Forest Conservation Plan, or Tree Save Plan prior to cutting, clearing, and grading of more than 5,000 square feet of forest, obtaining a grading or sediment control permit, or developing the Property. Further, Seller represents and warrants that no activities have been undertaken on the Property in violation of the Forest Conservation Law and that if such activities have occurred in violation of the applicable law, that Seller has paid all of the penalties imposed and taken all of the corrective measures requested by **M-NCPPC**.

B. Forest Conservation Easements: Seller represents and warrants that the Property ☐ is ☒ is not currently subject to a recorded Category I or Category II Forest Conservation Easement, Management Agreement or an approved Forest Conservation Plan, Tree Save Plan, or any other plan requiring the protection of natural areas, or any other pending obligation binding the owner of the Property under Forest Conservation Law requirements. If the Property is encumbered by any such easement or plan, attach a copy of the plat or recorded document (if available).

21. AIRPORTS AND HELIPORTS: The following list of airports and heliports includes those in Montgomery County and the surrounding area that may be within a five-mile radius of the Property. This list was compiled from data provided by the Washington Airports District Office of the Federal Aviation Administration and was current as of 8/1/2018. Buyer should be aware of the fact that most properties in Montgomery County are within five (5) miles of an airport or heliport installation. Refer to this website for a current list: <https://www.airportiq5010.com/5010web/>



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

PRINCE GEORGE'S COUNTY

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

FREDERICK COUNTY

- 17. **Faux-Burhams Airport**, 9401 Ball Road, Ijamsville, MD 21754
- 18. **Ijamsville Airport**, 9701 C. Reichs Ford Road, Ijamsville, MD 21754

- 19. **Stol-Crest Airfield**, 3851 Price's Distillery Road, Urbana, MD 21754

CARROLL COUNTY

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

DISTRICT OF COLUMBIA

- 21. **Bolling Air Force Base**, 238 Brookley Avenue, SW, 20032
- 22. **Children's National Medical Center**, 111 Michigan Avenue, NW, 20010
- 23. **Washington Hospital Center**, 110 Irving Street, NW, 20010
- 24. **Georgetown University Hospital**, 3800 Reservoir Road, NW, 20007
- 25. **Metropolitan Police**, Dist. 2, 3320 Idaho Avenue, NW, 20007
- 26. **Metropolitan Police**, Dist. 3, 1620 V Street, NW, 20007
- 27. **Metropolitan Police**, Dist. 5, 1805 Bladensburg Road, NE, 20002
- 28. **National Presbyterian Church**, 4101 Nebraska Avenue, NW, 20016
- 29. **Sibley Memorial Hospital**, 5255 Loughboro Road, NW, 20016
- 30. **Police Harbor Patrol Branch**, Water St, SW, 20024
- 31. **Steuart Office Pad**, Steuart Petroleum Co., 4640 40th Street, NW, 20016
- 32. **Former Washington Post Building**, 1150 15th Street, NW, 20017

VIRGINIA

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

- 22. **ENERGY EFFICIENCY DISCLOSURE NOTICE:** Before signing a contract for the sale of a single-family home (single-family attached, including condominiums or detached residential building), Sellers of Montgomery County properties must provide Buyers with the following:
 - A. **Information Disclosure:** Information about home energy efficiency improvements, including the benefit of conducting a home energy audit. Buyers should visit the following websites for this information: <https://www.montgomerycountymd.gov/green/Resources/Files/energy/Home-Sales-Disclosure.pdf>
 - B. **Usage History:** Has the home been owner-occupied for the immediate prior 12 months? ☒ Yes ☐ No
If the Property has been owner-occupied for any part of the past 12 months, Seller must provide copies of electric, gas and home heating oil bills **OR** cost and usage history for the single-family home for that time. **Sellers may use GCAAR Utility Cost and Usage History Form** to disclose the utility costs and usage history.
- 23. **SCHOOL BOUNDARY NOTICE:** The Montgomery County Board of Education periodically reviews and amends school boundaries for each school within the Montgomery County Public Schools (MCPS) system. School boundaries designated for this Property are subject to change and Buyer is advised to verify current school assignments with MCPS.

Signed by:

11/18/2025

Seller

Mark A. Montellaro

DocuSigned ID: 0B594EBF1484...

Date

Signed by:

11/18/2025

Seller

[Signature]

DocuSigned ID: 7AAB3F634EE...

Date

Signed by:

Buyer

Date

Signed by:

Buyer

Date

**Report & Sample Dates**DATE RECEIVED: 11/21/2025
REPORT DATE: 11/26/2025**RADON TEST REPORT****Laboratory Certification Info**NRPP: 101132 AL
NRSB: 25ARL003
STATE: N/AMark Mortellaro
12344 Cherry Branch Dr,
Clarksburg, MD 20871

KIT SERIAL	RADON LEVEL	PROPERTY TESTED	TEST DURATION	STRUCTURE
RA229950	1.1 pCi/L	12344 Cherry Branch Dr,	Start: 12:10 PM 11/14/2025	Type: Multi Story
ID: 3249266	Margin of Error +/- 0.1 pCi/L	Clarksburg, MD 20871	End: 10:10 AM 11/17/2025	Floor: Basement
		Basement, Main Room	Duration: 70 Hours	Closed: Yes

Short Term Radon Tests have an estimated margin of error of $\pm 5\%$ when used according to directions.

Quality Assurance (QA): Sample Type: Short Term. Technology: Activated Charcoal. Device Manufacturer: Eurofins Environment Testing Radon, LLC. Model: RD-1. NRPP Approved Device: AC-8202. NRSB Approved Device: 10325. Device Performance Standard: ANSI-AARST MS-PC 2022. Quality Assurance Standard: ANSI-AARST MS-QA 2023. Lab Methodology: EPA-402-R-92-004. Test instructions designed in accordance with ANSI-AARST MAH-2023. Radon level uncertainty is calculated using a 95% confidence level. One sampler can test up to 2,000 ft². Sampler Deployed by: Mark Mortellaro. Sampler Retrieved by: Mark Mortellaro.

Disclaimer: Results are only indicative of the sample as received in the lab. Incorrect information or improper sampling procedures will affect results. Eurofins Environment Testing Radon, LLC (EETR) did not provide sampling services unless otherwise indicated. Device deployment/retrieval is assumed to be performed by the person submitting the sample, unless otherwise specified by the client. The person(s) performing sampling are responsible for sampling QA, which may include duplicate, blank, and/or spiked detectors. Analysis, laboratory QA, and production QA performed by EETR. Measurements are not necessarily predictive or supportive of measurements conducted at different times or locations. EETR is not responsible for the consequences of any action you do or do not take based on the results. This report may only be reproduced in full, unless authorized in writing by EETR.

Radon Information: Radon is a naturally occurring radioactive gas. It is odorless, colorless, and tasteless. Radon in air is ubiquitous (existing or being everywhere at the same time) and is found in outdoor and indoor air. Radon concentration is measured in picocuries per liter of air (pCi/L). The average indoor concentration is 1.3 pCi/L. The average outdoor concentration is 0.4 pCi/L. Radon is the second leading cause of lung cancer, after smoking. Smokers and former smokers are at especially high risk. Radon exposure is a health risk over long periods of time. The more time you spend in a high radon environment, the greater the risk.

The US Environmental Protection Agency (EPA) and the Surgeon General recommend fixing the building when the radon level is 4 pCi/L or more. Because there is no known safe level of exposure to radon, EPA also recommends considering fixing radon levels between 2 pCi/L and 4 pCi/L. The World Health Organization (WHO) recommends fixing the building when the radon level is 2.7 pCi/L or more.

The process of fixing a radon problem is called mitigation. Even buildings with very high levels can be successfully mitigated. EPA recommends that you use a contractor certified by NRPP, NRSB, or your State (where applicable) to correct radon problems.

Measurement Specialist / Laboratory Director

Paul Fletcher

Date 11/26/2025

IF YOU HAVE QUESTIONS ABOUT WHAT YOUR RESULTS MEAN:EPA National Hotline: (800) 557-2366, [epa.gov/radon](https://www.epa.gov/radon), or, call your State Radon Official: (866) 703-3266**IF YOU HAVE QUESTIONS ABOUT HOW TO FIX A RADON PROBLEM:**Radon Fix-it Hotline: (800) 644-6999, [epa.gov/radon](https://www.epa.gov/radon), or, call your State Radon Official: (866) 703-3266

Radon concentration is measured in picocuries per liter of air (pCi/L). The average indoor concentration is 1.3 pCi/L. The average outdoor concentration is 0.4 pCi/L. The US Environmental Protection Agency (EPA) action level is 4 pCi/L, meaning that EPA recommends you take further action if your radon level is 4 pCi/L or more. Because there is no known safe level of exposure to radon, EPA also recommends considering further action for radon levels between 2 pCi/L and 4 pCi/L. The World Health Organization action level is 2.7 pCi/L. If this is your first test, retesting is usually advisable. If you have tested multiple times, average the results and use the average to determine the appropriate next steps.

For results **below 2 pCi/L**, you do not need to take further action at this time.

For results **between 2 pCi/L and 4 pCi/L**, consider taking further action. If this is your first test, consider testing again to confirm the initial result. If you have tested multiple times, EPA recommends that you consider fixing the building.

For results **4 pCi/L or greater**, you should take further action. If this is your first test, EPA recommends you conduct another test to confirm the initial reading. If you have tested multiple times, you should fix the building.

If the building has an active radon mitigation system, test annually to confirm the system is working properly. Because radon levels can change, all buildings should be tested at least once every 2 years and whenever the building is renovated.

HOW DANGEROUS IS MY RADON LEVEL?

RADON RISK IF YOU SMOKE

Radon Level	If 1,000 people were exposed to this level over a lifetime	The risk of radon induced lung cancer compares to	What To Do Next?
100 pCi/L	About 770 people could get lung cancer	110 times the risk of dying in a car crash	Fix your home
40 pCi/L	About 380 people could get lung cancer	95 times the risk of dying from poison	Fix your home
20 pCi/L	About 260 people could get lung cancer	250 times the risk of drowning	Fix your home
10 pCi/L	About 150 people could get lung cancer	200 times the risk of dying in a fire	Fix your home
4 pCi/L	About 62 people could get lung cancer	5 times the risk of dying in a car crash	Fix your home
2 pCi/L	About 32 people could get lung cancer	6 times the risk of dying from poison	Consider fixing between 2 & 4 pCi/L
1.3 pCi/L	About 20 people could get lung cancer	(Average indoor radon level)	(Reducing below 1 pCi/L is difficult)
0.4 pCi/L	About 3 people could get lung cancer	(Average outdoor radon level)	(Reducing below 1 pCi/L is difficult)

Note: If you are a former smoker your risk may be lower

Estimates are lifetime risk of lung cancer deaths from EPA Assessment of Risks from Radon in Homes (EPA 402-R-03-003)

RADON RISK IF YOU HAVE NEVER SMOKED

Radon Level	If 1,000 people were exposed to this level over a lifetime	The risk of radon induced lung cancer compares to	What To Do Next?
100 pCi/L	About 440 people could get lung cancer	63 times the risk of dying in a car crash	Fix your home
40 pCi/L	About 120 people could get lung cancer	30 times the risk of dying from poison	Fix your home
20 pCi/L	About 36 people could get lung cancer	35 times the risk of drowning	Fix your home
10 pCi/L	About 18 people could get lung cancer	20 times the risk of dying in a fire	Fix your home
4 pCi/L	About 7 people could get lung cancer	The risk of dying in a car crash	Fix your home
2 pCi/L	About 4 people could get lung cancer	The risk of dying from poison	Consider fixing between 2 & 4 pCi/L
1.3 pCi/L	About 2 people could get lung cancer	(Average indoor radon level)	(Reducing below 1 pCi/L is difficult)
0.4 pCi/L		(Average outdoor radon level)	(Reducing below 1 pCi/L is difficult)

Note: If you are a former smoker your risk may be higher

Estimates are lifetime risk of lung cancer deaths from EPA Assessment of Risks from Radon in Homes (EPA 402-R-03-003)

HOW CAN I FIX A RADON PROBLEM?

The process of fixing a radon problem is called mitigation. Mitigation is highly effective at lowering radon levels. If your radon level is 4 pCi/L or more, you should fix the building. If your radon level is between 2 pCi/L and 4 pCi/L, you should consider fixing the building. There is no known safe level of radon, and levels below 4 pCi/L still pose a significant health risk. In most cases, radon levels can be lowered below 2 pCi/L.

We recommend only hiring contractors who are certified and trained in radon mitigation. To find a certified contractor:

Call your State Radon Official at (866) 703-3266 or go to aelabs.com/states

Go to aelabs.com/mitigation for a list of NRPP certified contractors.

The guide below is for buildings without a radon mitigation system. Buildings with an active mitigation system should have radon levels below 4 pCi/L. Contact the contractor who installed your system if your radon test results indicate a radon level at or above 4 pCi/L. Most mitigation systems include a warranty; refer to your contract for details.

Number of Times Tested	Type of Test	Test Result (pCi/L)	What do I do next?	What test do I use? (If retesting)
One	Short Term	Less than 2	Retest every 2 years	Short Term
One	(2-7 days)	Between 2 and 4	Consider retesting now	Long Term or Short Term
One		Between 4 and 8	Retest now	Long Term or Short Term
One		8 or more	Retest now	Short Term
Two or more	Short Term	Less than 2	Retest every 2 years	Short Term
	(2-7 days)	Between 2 and 4	Consider fixing the building	
		4 or More	Fix the building	
One or more	Long Term	Less than 2	Retest every 2 years	Short Term
	(91-365 days)	Between 2 and 4	Consider fixing the building	
		4 or more	Fix the building	



INVOICE

Seller Coverage
Invoice generated: 11-24-

P.O. BOX 650815
DALLAS, TX 75265-9903

Questions?
(800) 247-3680

To place an order visit:
www.cinchrealestate.com

Application Number: 13154997
Warranty Number: 13154997
Effective Date: 11-24-2025
Expiration Date: 05-22-2026
Warranty Type: SELLER
Closing Date: N/A

BROKER INFORMATION

MEMBER 141774793

BOBBI PRESCOTT
RE/MAX RESULTS
5202 PRESIDENTS CT STE 310
FREDERICK, MD 21703

APPLICANT INFORMATION

GINGER MORTELLARO
MARK MORTELLARO
12344 CHERRY BRANCH DR
CLARKSBURG, MD 20871

PREFERRED PLAN
Single Family Home

Deductible: \$200.00

Base Price: \$593.00

Options Subtotal: \$251.00

Sales Tax: \$0.00

Optional Coverage

Seller Options:	Qty	Cost
Seller Air And Heat	1	\$50.00

Additional Coverage:	Qty	Cost
Refrigerator	1	\$30.00
Sump Pump	1	\$75.00
Water Heater	1	\$96.00

Total Plan Price: \$844.00

Please make check payable to "Cinch Home Services"

For Uninterrupted Coverage, Please Pay Within 7 days of

All plans are issued by HomeSure Services, Inc., except in the following states where they are issued by the identified entity: in AL, AZ, FL, IL, IA, MA, NV, NH, NM, NY, NC, OK, SC, TX, UT, VT, WA, WI and WY by HomeSure of America, Inc.; in CA by California Cinch Home Services Inc., CA LIC #3356-3; in VA and OR by HomeSure of Virginia, Inc. Claims administration of the plans is provided by Cinch Home Services, Inc., OR CCB #202158, and repair and replacement services at the property are provided by independent Service Professionals.

THANK YOU FOR YOUR ORDER

TO FILE A CLAIM

(800) 432-1033

Please complete and submit bottom portion with payment at closing.

The information below MUST be completed to ensure that buyer's coverage begins

Homebuyers Name(s): _____

Closing Date: _____

Check Number: _____



Inclusions/Exclusions Disclosure and Addendum

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

PROPERTY ADDRESS: „, 12344 Cherry Branch Dr., Clarksburg, MD 20871

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

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

LAUNDRY

- ☒ 1 Washer
☒ 1 Dryer

ELECTRONICS

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

LIVING AREAS

- ☐ Fireplace Screen/Door
☐ Gas Log
☐ Ceiling Fans
☒ 1 Window Fans
☐ Window Treatments

WATER/HVAC

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

RECREATION

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

OTHER

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

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.

Signed by: <u>Mark A. Mortellaro</u> Seller 11/18/2025 Date	Signed by: <u>[Signature]</u> Seller 11/18/2025 Date
--	---

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

The Contract of Sale dated _____ between Seller Mark A. Mortellaro and Buyer Ginger L Mortellaro

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

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

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

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 12344 Cherry Branch Dr., Clarksburg, MD 20871

Legal Description: GREENWAY VILLAGE

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? 6 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 ☒ Yes ☐ No
 Dishwasher ☒ Yes ☐ No
 Heating ☐ Oil ☒ Natural Gas ☐ Electric ☐ Heat Pump Age _____ ☐ Other _____
 Air Conditioning ☐ Oil ☐ Natural Gas ☒ Electric ☐ Heat Pump Age _____ ☐ Other _____
 Hot Water ☐ Oil ☒ Natural Gas ☐ Electric Capacity _____ Age _____ ☐ Other _____

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems? ☐ Yes ☒ No ☐ Unknown
 Comments: _____

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

3. Roof: Any leaks or evidence of moisture? ☐ Yes ☒ No ☐ Unknown
 Type of Roof: _____ Age _____
 Comments: _____

Is there any existing fire retardant treated plywood? ☐ Yes ☐ No ☒ Unknown
 Comments: _____

4. Other Structural Systems, including exterior walls and floors:
 Comments: _____
 Any defects (structural or otherwise)? ☐ Yes ☒ No ☐ Unknown
 Comments: _____

5. Plumbing System: Is the system in operating condition? ☒ Yes ☐ No ☐ Unknown
 Comments: _____

6. Heating Systems: Is heat supplied to all finished rooms? ☒ Yes ☐ No ☐ Unknown
 Comments: _____
 Is the system in operating condition? ☒ Yes ☐ No ☐ Unknown
 Comments: _____

7. Air Conditioning System: Is cooling supplied to all finished rooms? ☒ Yes ☐ No ☐ Unknown ☐ Does Not Apply
 Comments: _____
 Is the system in operating condition? ☒ Yes ☐ No ☐ Unknown ☐ Does Not Apply
 Comments: _____

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

8A. Will the smoke alarms provide an alarm in the event of a power outage? ☒ Yes ☐ No
Are the smoke alarms over 10 years old? ☒ Yes ☐ No
If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018? ☐ Yes ☒ No
Comments: Some smoke detectors are less than 10 years old with sealed batteires, others are older than 10 years and use replaceable

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: Does not apply. There is no sprinkler system.

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. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?

☐ Yes ☒ No ☐ Unknown

Comments: _____

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property? ☐ Yes ☒ No ☐ Unknown

If yes, specify below

Comments: _____

16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office? ☒ Yes ☐ No ☐ Does Not Apply ☐ Unknown

Comments: _____

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

Comments: _____

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?

☐ Yes ☐ No ☒ Unknown If yes, specify below

Comments: No restrictions other than what is in the homeowners association agreement.

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

☐ Yes ☒ No ☐ Unknown

Comments: _____

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

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

Seller(s) Mark A. Montellaro Date 11/18/2025
 Signed by: Mark A. Montellaro
 E800B594EBF1484...
 DocuSigned by:
 Seller(s) [Signature] Date 11/18/2025
 17E27AAB3F634EE...

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

Purchaser _____ Date _____

Purchaser _____ Date _____

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

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

Section 1-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

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

Does the seller(s) has actual knowledge of any latent defects? [] Yes [] No If yes, specify:

Seller _____ Date _____

Seller _____ Date _____

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

Purchaser _____ Date _____

Purchaser _____ Date _____



Homeowners Association Seller Disclosure/Resale Addendum for Maryland

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

Address 12344 Cherry Branch Dr.City Clarksburg, State MD Zip 20871**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 Arora Hills 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>95</u>
Parking:	\$ _____
Storage:	\$ _____
Special Assessment:	\$ _____ (complete B below)
TOTAL:	\$ <u>95/month</u> per _____

Fee Includes: The following are included in the HOA Fee: ☒ **Trash** ☐ **Lawn Care** ☐ **Other** _____
 - B. **Special Assessment:** 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:** Is Seller delinquent on any Fees and/or Special Assessments on the Property? ☐ **YES** ☒ **NO**
 - D. **Future Levies and/or Fee Increases:** Is Seller aware of any future Fee increases or Special Assessments that have been approved by the Association? ☒ **YES** ☐ **NO** Fee increases to \$101.65 in Jan 2026

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

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

Fees:	\$ <u>1140</u>
Special Assessments:	\$ _____
Other Charges:	\$ _____
Total:	\$ <u>1140/year</u>

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 property; 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) _____

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

Name: _____ Comsource Management _____ Phone: 301-924-7355
Email Address: info@comsource.com _____
Address: 3414 Morningwood Dr, Olney, MD 20832 _____

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

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

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

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

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

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

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

- (1) A STATEMENT AS TO WHETHER THE LOT IS LOCATED WITHIN A DEVELOPMENT;
(2) (I) THE CURRENT MONTHLY FEES OR ASSESSMENTS IMPOSED BY THE HOMEOWNERS ASSOCIATION UPON THE LOT;
(II) THE TOTAL AMOUNT OF FEES, ASSESSMENTS, AND OTHER CHARGES IMPOSED BY THE HOMEOWNERS ASSOCIATION UPON THE LOT DURING THE PRIOR FISCAL YEAR OF THE HOMEOWNERS ASSOCIATION; AND

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(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:

(I) THE EXISTENCE OF ANY UNSATISFIED JUDGMENTS OR PENDING LAWSUITS AGAINST THE HOMEOWNERS ASSOCIATION; AND

(II) ANY PENDING CLAIMS, COVENANT VIOLATIONS, ACTIONS, OR NOTICES OF DEFAULT AGAINST THE LOT; AND

(5) A COPY OF:

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

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

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

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

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

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

(1) ARCHITECTURAL CHANGES, DESIGN, COLOR, LANDSCAPING, OR APPEARANCE;

(2) OCCUPANCY DENSITY;

(3) KIND, NUMBER, OR USE OF VEHICLES;

(4) RENTING, LEASING, MORTGAGING, OR CONVEYING PROPERTY;

(5) COMMERCIAL ACTIVITY; OR

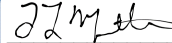
(6) OTHER MATTERS.

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

Signed by:

Seller
EB00B594EBF1484...

11/18/2025
Date

DocuSigned by:

Seller
1E27AAB3F634EE...

11/18/2025
Date

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PART II - RESALE ADDENDUM:

The Contract of Sale dated _____, between Seller Mark A. Mortellaro Ginger L Mortellaro
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. **TITLE/DEED AND TITLE:** The Title or Deed and Title paragraph of the Contract is amended to include the agreement of the Buyer to take title subject to easements, covenants, conditions and restrictions of record contained in the HOA instruments, and the right of other owners in the common elements and the operation of the HOA.

2. **PAYMENT OF FEES AND ASSESSMENTS:** Buyer agrees to pay such HOA Fees and/or other Special Assessments as the HOA may from time to time assess against the Property and Parking Space(s) and/or Storage Unit(s), as applicable, for the payment of operating and maintenance or other proper charges. Seller agrees to pay any delinquent Fees and/or Special Assessments on or before Settlement Date. All violations of requirements noted by the HOA against Seller shall be complied with by Seller and the Property conveyed free thereof. **Regarding any existing or levied but not yet collected Special Assessments, Seller agrees to pay, at the time of Settlement, any Special Assessments unless otherwise agreed herein:**

Costs of obtaining any statements of account from the HOA and/or its related management company will be paid by Seller. Lender’s HOA questionnaire fee and any transfer and/or set-up fees for the HOA and/or its related management company will be paid by Buyer.

3. **ASSUMPTION OF HOA OBLIGATIONS:** Buyer hereby agrees to assume each and every obligation of and to be bound by and comply with the covenants and conditions contained in the HOA instruments, including the rules and regulations and covenants and restrictions of the HOA, from and after the Settlement Date hereunder.

4. **DELIVERY:** For delivery of all contractually required HOA documents, Buyer prefers delivery at _____ (email address) if available electronically **OR** _____ if only available in hard copy. An additional courtesy copy shall be delivered to the Buyer’s Agent only if contact information is provided herein:
_____.

5. **RIGHT TO CANCEL:** Buyer shall have the right until 11:59:59 p.m. on the 5th calendar day 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) calendar day period shall commence upon the Date of Ratification. If the HOA Docs are not delivered to Buyer within the 20 calendar day time period referred to in the HOA Docs paragraph, Buyer shall have the option to cancel this Contract by giving Notice thereof to Seller prior to Buyer’s receipt of such HOA Docs. Pursuant to the provisions of this paragraph, in no event may Buyer have the right to cancel this Contract after Settlement.

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



GENERAL ADDENDUM

Special provisions attached to and hereby made a part thereof, the Contract dated _____
 on Lot 7, Block D, Subdivision GREENWAY VILLAGE,
12344 Cherry Branch Dr., Clarksburg, MD 20871,
 located in MONTGOMERY County, Maryland between
 (Purchasers) _____
 and (Sellers) Mark A. Mortellaro Ginger L Mortellaro

ALL PARTIES UNDERSTAND AND AGREE THAT THE BUYER WILL HAVE THEIR LENDER ORDER THE

APPRAISAL FOR THE ABOVE MENTIONED PROPERTY WITHIN 10 DAYS OF CONTRACT

RATIFICATION WITH CONFIRMATION SENT BY EMAIL TO THE LISTING AGENT AT THE FOLLOWING EMAIL ADDRESS:

BOBBIPRESCOTT@GMAIL.COM

Signed by:

Mark A. Mortellaro

Seller 00B594EBF1484...

DocuSigned by:

[Signature]

Seller 627AAB3F634EE...

Purchaser

Purchaser

11/18/2025

Date

Date

FORM #1320

7/05



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 Mark A. Mortellaro Ginger L. Mortellaro
for the Property known as ., , 12344 Cherry Branch Dr., Clarksburg, MD 20871 .

NOTE: This notice does not apply to: (1) the initial sale of single family residential property which has never been occupied, or for which a certificate of occupancy has been issued within one year prior to the date of the Contract; (2) a transfer that is exempt from the transfer tax under Subsection 13-207 of the Tax-Property Article, except land installments contracts of sale under Subsection 13-207(a)(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(a)(12) of the Tax-Property Article; (3) a sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure; (4) a sheriff's sale, tax sale, or sale by foreclosure, partition or by court appointed trustee; (5) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; (6) a transfer of single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

Section 10-702 of the Real Property Article of the Annotated Code of Maryland ("Section 10-702") requires that a seller of a single family residential property ("the property") deliver to each buyer, on or before entering into a contract of sale, on a form published and prepared by the Maryland Real Estate Commission, **EITHER:**

- (A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:
- (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
 - (ii) Insulation;
 - (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
 - (iv) Plumbing, electrical, heating, and air conditioning systems;
 - (v) Infestation of wood-destroying insects;
 - (vi) Land use matters;
 - (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
 - (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
 - (ix) Whether the smoke alarms:
 - 1. will provide an alarm in the event of a power outage;
 - 2. are over 10 years old; and
 - 3. if battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; and
 - (x) If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.

"Latent defects" under Section 10-702 means material defects in real property or an improvement to real property that:

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

OR

- (B) A written disclaimer statement providing that:
- (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and
 - (ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.

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At the time the disclosure or disclaimer statement is delivered to you ("the buyer"), you are required to date and sign a written acknowledgement of receipt on the disclosure or disclaimer statement which shall be included in or attached to the contract of sale.

Section 10-702 further provides that a buyer who receives the disclosure or disclaimer statement on or before entering into a contract of sale does not have the right to rescind the contract based upon the information contained in the disclosure or disclaimer statement.

You are hereby notified that, in certain circumstances, you have the right to rescind your contract with the seller if the seller fails to deliver to you the written property condition disclosure or disclaimer statement. Section 10-702 provides that a buyer who does not receive the disclosure or disclaimer statement on or before entering into the contract has the unconditional right, upon written notice to the seller or seller's agent:

- (i) To rescind the contract at any time before the receipt of the disclosure or disclaimer statement or within 5 days following receipt of the disclosure or disclaimer statement; and
- (ii) To the immediate return of any deposits made on account of the contract.

Your right to rescind the contract under Section 10-702 terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application or within 5 days following receipt of a written disclosure from a lender who has received your application for a mortgage loan, if the lender's disclosure states that your right to rescind terminates at the end of that 5 day period.

Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void.

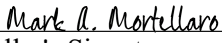
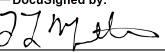
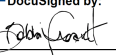
Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
- (ii) Occupancy, in the event of a lease with option to purchase.

The information contained in the property condition disclosure statement is the representation of the seller and not the representation of the real estate broker or sales person, if any. A disclosure by the seller is not a substitute for an inspection by an independent professional home inspection company. You should consider obtaining such an inspection. The information contained in a disclosure statement by the seller is not a warranty by the seller as to the condition of the property of which condition the seller has no actual knowledge or other condition, including latent defects, of which the seller has no actual knowledge. The seller is not required to undertake or provide an independent investigation or inspection of the property in order to make the disclosures required by Section 10-702. The seller is not liable for an error, inaccuracy or omission in the disclosure statement if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the seller or was provided to the seller by a third party as specified in Section 10-702 (i) or (j).

You may wish to obtain professional advice about the property or obtain an inspection of the property.

The undersigned buyer(s) and seller(s) acknowledge receipt of this notice on the date indicated below and acknowledge that the real estate licensee(s) named below have informed the buyer(s) and the seller(s) of the buyer(s)' rights and the seller(s)' obligations under Section 10-702.

Signed by: 	11/18/2025		
Seller's Signature	Date	Buyer's Signature	Date
DocuSigned by: 	11/18/2025		
Seller's Signature	Date	Buyer's Signature	Date
DocuSigned by: 	11/14/2025		
Agent's Signature	Date	Agent's Signature	Date
Bobbi Prescott			

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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.

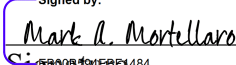
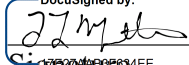
Consent for Dual Agency

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 Results act as a Dual Agent for me as the
(Firm Name)

☒ **Seller** in the sale of the property at: 12344 Cherry Branch Dr., Clarksburg, MD 20871

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

Signed by:	11/18/2025	DocuSigned by:	11/18/2025
			
Signature	Date	Signature	Date

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

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

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	Signature	Date
-----------	------	-----------	------



NOTIFICATION OF DUAL AGENCY WITHIN A TEAM

Under Maryland law, a team that provides real estate brokerage services must consist of two or more associate brokers or salespersons, or a combination of the two, who:

1. work together on a regular basis;
2. represent themselves to the public as being part of one entity; and
3. Designate themselves by a collective name such as "team" or "group."

The team operates within a brokerage, and team members are supervised by a team leader as well as by the broker, and, if they work in a brokerage branch office, by the branch office manager.

The law permits one member of a team to represent the buyer and one member to represent the seller in the same transaction only if certain conditions are met. If both parties agree, the **broker** of the real estate brokerage with which the salespersons or associate brokers are affiliated or the **broker's designee** (the "dual agent") shall designate one team member as the intra-company agent for the buyer and another team member as the intra-company agent for the seller. No one else may make that designation.

The law also requires that the buyer and seller each be notified in writing that the two agents are members of the same team, and that the team could have a financial interest in the outcome of the transaction in addition to any financial benefit obtained by selling one of the broker's own listings. THIS CONSTITUTES YOUR NOTICE OF THOSE FACTS.

Dual agency may occur only if both parties consent to it, and sign the Consent for Dual Agency form prescribed by the Real Estate Commission. If you have concerns or questions about being represented by a team member when another team member represents the other party, you should address these to the broker or branch office manager before signing the Consent form.

This form must be presented to the buyer and seller at the time the real estate licensee presents the disclosure of agency relationships. For the seller, that should occur no later than when the seller signs the listing agreement. For the buyer, that should occur no later than the initial scheduled showing of the property, subject of this transaction.

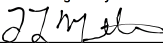
ACKNOWLEDGMENT OF RECEIPT OF NOTICE

I/we acknowledge receipt of the Notification of Dual Agency within a Team.

Signed by:

 EB00B594EBF1484...

DATE: 11/18/2025

DocuSigned by:

 17E27AAB3F634EE...

DATE: 11/18/2025



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BROKER AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT**Maryland**To (Client's Name(s)): Mark A. Mortellaro Ginger L. MortellaroProperty Address: 12344 Cherry Branch Dr., Clarksburg, MD 20871

Street

City

State

Zip

From: RE/MAX Results ("Broker") and Agent: Bobbi Prescott

This is to give you notice that RE/MAX Results and Agent have business relationships (e.g. direct or indirect ownership interests, joint ventures and/or office leases) with the following title and closing settlement service providers: Broker owns fourteen percent ownership in Catoctin Title Partners, LLC, and Community Title Network, LLC, as an independently owned settlement company, owns sixty-five percent. Agent owns between one and three percent of Catoctin Title Partners, LLC. Because of these relationships, this referral may provide RE/MAX Results and/or Agent a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are **NOT** required to use the listed providers as a condition for purchase, sale, or refinance of the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

TITLE INSURANCE CHARGES**Title Insurance Fees provided by Catoctin Title Partners, LLC:**

Owner's Title Insurance Policy: Estimated charges for Enhanced Coverage calculated per Thousand Dollars (per \$1,000) of sales price as follows:

Maryland

First \$250,000	\$ 6.15
\$250,001-\$500,000	\$ 5.25
\$500,001-\$1,000,000	\$ 4.50
\$1,000,001- \$5,000,000	\$ 3.55

Additional charges

Simultaneous issue of Lenders' Title Insurance Policy is \$200.00 per Loan Policy

Insured Closing Protection Letter is \$ 45.00 per Loan Policy.

Estimated owners' title insurance premiums (per \$1,000 of sales price) are provided above for "enhanced" coverage. Other options may be available, including less comprehensive "standard" coverage and a "reissue rate," which could reduce your charges

Settlement Fees provided by Community Title Network, LLC:

Buyer Settlement Fees: \$600- \$1,100 Seller Settlement Fees: \$450 -\$850

Additional service fees charged by 3rd party vendors for Title Abstracts generally range from \$110-\$300 and for Location Surveys generally range from \$250- \$600.

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that RE/MAX Results and Agent are referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

Signed by:

Mark A. Mortellaro

/ 11/18/2025

Signature

Date

DocuSigned by:

Bobbi Prescott

/ 11/18/2025

Signature

Date

Maryland

To (Client's Name(s)): _____



Property Address: 12344 Cherry Branch Dr., Clarksburg, MD 20871

Street

City

State

Zip

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ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that RE/MAX Results and Agent are referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

_____/_____
Signature / Date

_____/_____
Signature / Date