



Inclusions/Exclusions Attachment to Listing Agreement Disclosure and/or Addendum

Property Address: 327 KING FARM BOULEVARD Unit No.108, ROCKVILLE, MD 20850

PART I. Inclusions/Exclusions Disclosure

Personal Property and Fixtures: The Property includes the following personal property and fixtures: A) Any existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, window treatment hardware, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to in writing, all surface or wall mounted electronic components/devices **DO NOT** convey. B) The items marked YES below are currently installed or offered. If more than one of an item convey, the number of items is noted.

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Alarm System	<input type="checkbox"/>	<input type="checkbox"/>		Freezer	<input type="checkbox"/>	<input type="checkbox"/>		Satellite Dish
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Built-in Microwave	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Furnace Humidifier	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Storage Shed
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Ceiling Fan	<input type="checkbox"/>	<input type="checkbox"/>		Garage Opener	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Stove or Range
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>		w/ remote	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Trash Compactor
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Clothes Dryer	<input type="checkbox"/>	<input type="checkbox"/>		Gas Log	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Wall Oven
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Clothes Washer	<input type="checkbox"/>	<input type="checkbox"/>		Hot Tub, Equip, & Cover	<input type="checkbox"/>	<input type="checkbox"/>		Water Treatment System
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Cooktop	<input type="checkbox"/>	<input type="checkbox"/>		Intercom	<input type="checkbox"/>	<input type="checkbox"/>		Window A/C Unit
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>		Playground Equipment	<input type="checkbox"/>	<input type="checkbox"/>		Window Fan
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Disposer	<input type="checkbox"/>	<input type="checkbox"/>		Pool, Equip, & Cover	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Window Treatments
<input type="checkbox"/>	<input type="checkbox"/>		Electronic Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>		Wood Stove
<input type="checkbox"/>	<input type="checkbox"/>		Hireplace Screen/Door	<input checked="" type="checkbox"/>	<input type="checkbox"/>		w/ ice maker				

OTHER * ICE MAKER Dispenser "AS IS"

AS IS ITEMS

Seller does not warrant the condition or working order of the following items and/or systems:

LEASED ITEMS

Any leased items, systems or service contracts (including, but not limited to, fuel tanks, water treatment systems, lawn contracts, security system monitoring, and satellite contracts) **DO NOT CONVEY** absent an express written agreement by Purchaser and Seller. The following is a list of the leased items within the Property:

Seller certifies that Seller has completed this checklist disclosing what conveys with the property and gives permission to make this information available to prospective buyers.

Seller Julie A Burnette Date _____ Seller Julie A Burnette Date _____

PART II. Inclusions/Exclusions Addendum

The Contract of Sale dated January 27, 2010 between Seller Julie A Burnette, Julie A Burnette and Buyer _____ is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

The parties agree that Part I of this Addendum shall replace and supersede the provisions of the Inclusions/Exclusions paragraph of the MAR Residential Contract of Sale or the Personal Property Fixtures and Utilities paragraph of the Regional Sales Contract as applicable.

Seller _____ Date _____ Buyer _____ Date _____
Seller _____ Date _____ Buyer _____ Date _____



Short Sale Addendum to the Listing Agreement

(For use in Montgomery County and Washington, DC)

Property Address 327 KING FARM BOULEVARD Unit No.108, ROCKVILLE, MD 20850
 Unit _____ Subdivision/Project KING FARM
 City ROCKVILLE State MD Zip 20850
 Known as Lot(s) _____ Block/Square _____ Tax ID# 160403543050
 Parking Space(s) # _____ Storage Unit(s) # _____

1. **SHORT SALE DEFINED:** A Short Sale occurs when the Seller's net proceeds of sale are insufficient to pay off the liens on the Property and the Seller is unable to bring sufficient funds to settlement to satisfy the holders of the liens (Creditors). As such, Seller must receive approval from Creditors to accept Seller's net proceeds of sale in exchange for releasing the liens.

2. **SHORT SALE CONSIDERATIONS:**

A. **Credit and Tax Considerations:** A Short Sale may adversely affect the Seller's credit score. If Creditors agree to a Short Sale, the debt may not be forgiven entirely, which requires the Seller to pay the difference as a personal obligation. If the lien is insured by FHA or guaranteed by VA, Seller may be required to pay the difference. A Short Sale in which a portion of the debt is forgiven may be considered a relief of debt and may be treated as income for tax purposes. Seller is advised to consult independent legal counsel and a professional tax advisor prior to entering into a contract that may result in a Short Sale.

B. **Options:** Seller acknowledges there may be options other than a Short Sale, such as loan modification, revised repayment plan, refinance, or entry into a lender's loan mitigation program. Seller is advised to explore all available options with Creditors.

3. **SELLER ACKNOWLEDGMENT:** Seller acknowledges that a sale of this property may result in a Short Sale. Seller agrees to cooperate with Broker and Creditors to obtain information regarding the amount owed on the Property. Seller shall complete all necessary authorization and release forms required by Creditors.

4. **APPROVAL PROCESS:** Obtaining approval of Creditors for a Short Sale involves documentation similar to that required for the original loan application. The Seller must generally establish that the Seller is financially incapable of paying the Creditors. The Seller agrees to promptly submit to Creditors all requested documentation, including but not limited to W-2 forms, bank statements, tax returns, hardship letter stating the reason the Creditors should consider granting a Short Sale, and other requested financial documents disclosing income, assets, and debt. The Seller acknowledges that Creditors' approval of a Short Sale may take weeks or months to obtain, if approved at all. Broker has no control over Creditors' decisions.

5. **AUTHORITY TO DISCLOSE EXISTENCE OF SHORT SALE:** Seller is advised that prospective Buyers, Brokers and Agents are entitled to be advised that this Property is or may be a Short Sale and is subject to third party approval. Seller hereby authorizes Broker to include the disclosure of this information in the Multiple Listing Service, any advertising, as well as in any contract of sale.

Disclaimer: Seller acknowledges that Broker cannot provide legal, tax, or financial advice. Broker may facilitate the transaction through communication with Creditors; however, Broker will not negotiate the terms and conditions of the Short Sale on behalf of the Seller. Seller or Seller's legal/financial representative is solely responsible for negotiating the payoff of debts. Seller agrees to hold harmless Broker, its officers, Agents, and employees from any liability that may arise from broker's facilitation of this transaction.

Julie A Burnette
Seller Julie A Burnette

1-28-10
Date

Seller

Date

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Government Regulations, Easements and Assessments Disclosure and Addendum (REA)
 (Required for all Listing Agreements and Sales Contracts in Montgomery County)

The Contract of Sale dated January 27, 2010, Address 327 KING FARM BOULEVARD Unit No.108, City ROCKVILLE, State MD Zip 20850 between Seller Julie A Burnette, Julie A Burnette and Buyer _____ is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

Notice to Seller: Pursuant to Montgomery County Code (Sec.40-13), a Seller is required to fully disclose to Buyers all specific facts relevant to, or affecting any property, imposed by any law or regulation or any common law principle. Seller acknowledges he has carefully examined this form, and that the information is complete and accurate to the best of his knowledge as of the date signed. This Disclosure/Addendum to be completed by the Seller shall be available to prospective Buyers prior to making a purchase offer and will become a part of the sales contract for the sale of the Property.

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

General Information:

The content in this form is not all-inclusive. 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.

- **Montgomery County Government**, 101 Monroe Street, Rockville, MD, 20850. Main Telephone Number: 240-777-1000. Web site: www.montgomerycountymd.gov
- **Maryland-National Capital Area Park and Planning Commission (M-NCPPC)**, 8787 Georgia Avenue, Silver Spring, MD, 20910. Main number: 301-495-4600. Web site: www.mc-mncppc.org
- **City of Rockville**, City Hall, 111 Maryland Ave, Rockville, MD 20850. Main telephone number: 240-314-5000. Web site: www.rockvillemd.gov

1. AVAILABILITY OF WATER AND SEWER SERVICE:

- **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.
- **Well and Septic Locations:** Contact the Department of Permitting Services "DPS", Well and Septic, at 240-777-6320, fax 240-777-6314 or gene.vongunten@co.mo.md.us. For septic field location for homes constructed prior to 1978, request an "as built" drawing 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.
- **Categories:** To confirm service area category, contact the **Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division**, Alan Soukop at 240-777-7716 or alan.soukop@co.mo.md.us or fax request to 240-777-7715.

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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: WSSC

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 _____

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

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

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

Are there any deferred water and sewer charges for which the Buyer may become liable which do not appear on the attached property tax bill? Yes No. If yes, 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. (Check applicable box).

Buyer acknowledges that there may be annual water and sewer charges which are not recorded in the land records and which may not be discovered by a diligent title search. Buyer's acknowledgement is not a waiver of the Seller's obligation to accurately disclose the existence of an assessment as set forth herein. Buyer's acknowledgment _____ (initials)

3. **HOMEOWNER'S ASSOCIATION, CONDOMINIUM ASSOCIATION OR COOPERATIVE ASSOCIATION ASSESSMENTS:**

The Property is located in a Homeowners Association with mandatory fees (HOA), or Condominium Association or Cooperative or Not Applicable. Check as appropriate.

Name of Project/Subdivision: King Farm HOA
 Management Company: Regina J. Norman Telephone: _____
 Regular Periodic Fee: \$ _____ per _____. Special Assessments: \$ *Include. Are there any assessments m to Condo

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or fees approved yet not assessed? Yes No. If yes, amount \$ _____ and explain reason for assessment:

4. SPECIAL PROTECTION AREAS (SPA):

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

Is this Property located in an area designated as a Special Protection Area? 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 _____

5. PROPERTY TAXES:

Each property in Montgomery County, MD is assessed for annual real property taxes based on several different components. A copy of the tax bill will reflect which categories and components are applicable to this property, including, whether the property is located in a municipality, a special taxing district, a development district, a proposed development district, and/or whether this property is subject to a special area tax or any WSSC front foot benefit charges. Definitions and explanations of each of these categories can be obtained at the Montgomery County Department of Finance website in the "**Frequently Asked Questions**" section located at;

www.montgomerycountymd.gov/apps/tax/index.asp and select "FAQ". Additional information relating to taxes and the assessment and appeal process can be located at

www.dat.state.md.us/sdatweb/taxassess.html - this provides tax information from the State of Maryland.

NOTICE OF SPECIAL TAX OR ASSESSMENT: IN ACCORDANCE WITH MONTGOMERY COUNTY CODE SECTION 14-17, THE SELLER(S) MUST ATTACH HERETO A COPY OF THE CURRENT REAL PROPERTY TAX BILL FOR THIS PROPERTY. A current copy of the tax bill for this property can be obtained at;

www.montgomerycountymd.gov/apps/tax/index.asp. IN ADDITION, SELLER(S) ARE REQUIRED TO PROVIDE POTENTIAL BUYER'S 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) hereby acknowledge receipt of 1) a copy of the current real property tax bill AND 2) the estimated property tax and non-tax charges in the Buyer's first full fiscal year of ownership, both as required by Montgomery County Code.

Buyer's acknowledgment of receipt of both tax disclosures _____ (initials)

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