



**Inclusions/Exclusions Disclosure and/or Addendum**  
(Required for use with GCAAR Listing Agreement & Sales Contract)

PROPERTY ADDRESS: 4601 North Park Chevy Chase MD 20815

**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 shall be noted in the blank.

**KITCHEN APPLIANCES**

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

**LAUNDRY**

- Washer
- Dryer

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

**LIVING AREAS**

- Fireplace Screen/Doors
- Gas Logs
- Ceiling Fans
- Window Fans
- Window Treatments

**WATER/HVAC**

- Water Softener/Conditioner
- Electronic Air Filter
- Furnace Humidifier
- Window AC Units

**RECREATION**

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

**OTHER**

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

Seller \_\_\_\_\_ Date \_\_\_\_\_  \_\_\_\_\_ Date \_\_\_\_\_  
BACK SIGNATURE

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

The Contract of Sale dated 03/06/23 between Seller Robert C Joiner Estate Meghan Smith, Personal Rep

and Buyer \_\_\_\_\_ for the Property referenced above is hereby amended by the incorporation of this Addendum.

Seller (signed only after Buyer) \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller (signed only after Buyer) \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

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## MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO SELLER(S): Sign this statement only if you elect to sell the property without representation 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 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.

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

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

Seller  \_\_\_\_\_ Date 3/7/2023

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 \_\_\_\_\_



**Montgomery County Jurisdictional Addendum to the  
Listing Agreement for Improved Real Property**  
*(Required for all Listing Agreements in Montgomery County)*

The Listing Agreement dated 03/05/2023 by and between Robert C Joiner Estate  
Meghan Smith, Personal Rep  
Sellers and Long & Foster Real Estate, Inc., and Broker for the property known as  
4601 North Park 1119 Chevy Chase MD 20815 is hereby  
amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Agreement.

**1. AGENCY:**

- A. **Agency Disclosure and Consent for Dual Agency:** Seller acknowledges that the Broker has informed Seller of his rights and obligations as defined in "Consent for Dual Agency." Copy attached hereto.
- B. **Ministerial Acts:** Seller agrees that the Agent may perform ministerial acts for the Buyer. A "ministerial act" is an act where the Agent assists the Buyer to complete or fulfill a sales contract with the Seller and an act that does not involve discretion or the exercise of the Agent's own judgment.

**2. FAIR HOUSING:** Seller acknowledges that Montgomery County and the State of Maryland require that the Property shall be made available to all persons without regard to race, color, religious creed, ancestry, national origin, sex, marital status, disability, presence of children, family responsibilities, sexual orientation, source of income, age or gender identity.

**3. TRANSFER AND RECORDATION FEES:** There are three taxes payable in Montgomery County when a Deed is recorded: 1) the State Recordation Tax; 2) the State Transfer Tax and 3) the Montgomery County Transfer Tax.

Maryland law requires that the cost of these three taxes shall be paid as follows:

- A. If Buyer is not a first time Maryland home buyer\*, then such taxes shall be shared equally between Seller and Buyer, unless otherwise negotiated in the sales contract.
- B. If Buyer is a first time Maryland home buyer\*, then all the transfer and recordation taxes shall be paid by the Seller, unless otherwise negotiated in the sales contract.
- C. If Buyer is a first time Maryland home buyer\*, Maryland law states that the rate of the State Transfer Tax is reduced to 1/4% of the sales price and shall be paid by the Seller.

\*Under Maryland Code §14-104, a first time Maryland home buyer is defined as an individual who has never owned residential real property in the State that has been the individual's principal residence AND the residence being purchased will be occupied by the home buyer as their principal residence.

**4. MARYLAND NON-RESIDENT SELLER TRANSFER WITHHOLDING TAX DISCLOSURE:** Seller acknowledges, pursuant to Maryland Code §10-912 of the Tax-Property Article, Annotated Code of Maryland, that if Seller is

- A. a non-resident individual of the State of Maryland. **OR**
- B. a non-resident entity which is not formed under the laws of the State of Maryland and is not qualified by or registered with the Maryland State Department of Assessments and Taxation to do business in the State of Maryland, the deed or other instrument of writing that effects a change of ownership to the Property may not be recorded with the clerk of the court for a county or filed with the Maryland State Department of Assessments and Taxation unless payment is first made by the Seller in an amount equal to:
  - i. 8% of the total payment to a non-resident individual(s) Seller; **OR**
  - ii. 8.25% of the total payment to a non-resident entity Seller

UNLESS each Seller:

- I. Certifies, in writing, under the penalties of perjury, that the Seller is a resident of the State of Maryland or is a resident entity of the State of Maryland; **OR**

2. Presents to the clerk of the circuit court for a county or the Maryland State Department of Assessments and Taxation a certificate issued by the Comptroller of the State of Maryland stating that
- a. there is no tax due in connection with the sale or exchange of the Property; or
  - b. a reduced amount of tax is due from the Seller and the reduced amount is collected by the clerk of the circuit court for a county or the Maryland Department of Assessments and Taxation before recording or filing; (NOTE: If Seller intends to obtain a certificate from the Comptroller's office, Seller should immediately contact the Comptroller at 1-800-MD-TAXES (1-800-638-2937). Obtaining the certificate requires a MINIMUM of at least three (3) weeks);
- OR**
- C. Has satisfied the tax liability or has provided adequate security to cover such liability; **OR**
  - D. Certifies, in writing, under the penalties of perjury, that the Property being transferred is the Seller's principal residence.

As defined under Maryland law and as used in a) and b) above, the term "Total Payment" means the total sales price proceeds paid to the Seller for the Property and associated tangible personal property, less: 1) debts owed by the Seller and secured by a mortgage or other lien against the Property being paid upon the sale or exchange of the Property and 2) other expenses of the Seller arising out of the sale or exchange of the Property and disclosed on a settlement statement prepared in connection with the sale or exchange of the Property. "Total Payment" includes the fair market value of any property transferred to the Seller.

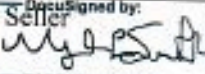
5. **RECEIPT OF INFORMATION AND COMPLETION OF DISCLOSURES:** Seller acknowledges Seller's receipt of and/or completion of the following disclosures, as applicable, and authorizes Broker to make them available to prospective purchasers:
- "Maryland Residential Property Disclosure or Disclaimer Statement" (Form 912)
  - "Lead Paint - Federal Disclosure of Lead-Based Paint and Lead-Based Paint Hazards for SALES" (Form 907A)
  - "Lead Paint - Federal Disclosure of Lead-Based Paint and Lead-Based Paint Hazards for RENTALS" (Form 907B)
  - "Maryland Lead Poisoning Prevention Program Disclosure" (Form 908)
  - "REA - Regulations, Easements and Assessments Disclosure Addendum" (Form 900)
  - "Inclusions/Exclusions Disclosure and/or Addendum" (Form 911)
  - NAR Pamphlet, "What Everyone Should Know About Equal Opportunity in Housing"
6. **OPEN HOUSE:** During an open house, Seller hereby gives consent to Broker and licensees thereof to discuss other properties unless otherwise specified here: \_\_\_\_\_
7. **HOME SECURITY SYSTEMS THAT MONITOR OR RECORD AUDIO:** Seller is advised that Maryland law prohibits audio recording and/or monitoring of private conversations without the consent of all parties.
8. **OFFER PRESENTATION:** All written offers or counteroffers shall be presented to the Seller in full as a hard copy or in electronic format unless otherwise specified here: \_\_\_\_\_
9. **TERMINATION:**
- A. The Brokerage Relationship established by this Agreement may be terminated unilaterally by either party prior to the end of the Listing Period by either party Delivering \_\_\_\_\_ days advance Notice to the other.
  - B. Even if the Brokerage Relationship is terminated under the terms above, the **Contractual Obligations** shall remain in full force and effect, unless terminated by mutual written consent of all parties. In addition, the terms of GCAAR Listing Agreement paragraph 7.A.2 or MR Listing Agreement paragraph 14 ("Protection Period") shall survive even if the Agreement is terminated early.

**Donna Evers**

Managing Broker Name

Managing Broker Signature

Date

Designated by:  
 Seller \_\_\_\_\_ Date \_\_\_\_\_  
  
 Seller \_\_\_\_\_ Date \_\_\_\_\_

Listing Agent Signature \_\_\_\_\_ Date \_\_\_\_\_

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**Condominium Seller Disclosure/Resale Addendum for Maryland**  
*(Required for the Listing Agreement and for either the GCAAR or the Maryland REALTORS® Contract)*

Address 4601 North Park  
 City Chevy Chase, State MD Zip 20815  
 Parking Space(s) # G243,G349 Storage Unit(s) # \_\_\_\_\_ Subdivision/Project: The Elizabeth

**PART I - SELLER DISCLOSURE:**

**1. CURRENT FEES AND ASSESSMENTS:** Fees and assessments as of the date hereof amount respectively to:  
**A. Condominium Fee:** Potential Buyers are hereby advised that the present fee for the subject unit and parking space(s) and/or storage unit(s), if applicable, is:

Regular Fee: \$ 1394.06  
 Parking: \$ 101.90  
 Storage: \$ \_\_\_\_\_  
 Special Assessment: \$ \_\_\_\_\_ (complete B below)  
**TOTAL:** \_\_\_\_\_ per \_\_\_\_\_

**Fee Includes:** The following are included in the Condominium Fee:

Water  Sewer  Heat  Electricity  Gas  Other \_\_\_\_\_

**B. Special Assessments:**  No  Yes (If yes, 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: \$ \_\_\_\_\_

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

**2. PARKING AND STORAGE:** Parking Space(s) and Storage Unit(s) may be designated by the Condominium instruments as: general common elements for general use (possibly subject to a lease or license agreement); limited common elements assigned for the exclusive use of a particular unit; or separately taxed and conveyed by Deed. The following Parking Space(s) and/or Storage Unit(s) convey with this Property:

Parking Space #(s) G243, G349  is  is not separately taxed. If separately taxed, Tax ID # \_\_\_\_\_  
 Storage Units #(s) \_\_\_\_\_  is  is not separately taxed. If separately taxed, Tax ID # \_\_\_\_\_

**3. MANAGEMENT AGENT OR AUTHORIZED PERSON:** The management agent or person authorized by the Condominium to provide information to the public regarding the Condominium and the Development is as follows:

Name: The Elizabeth Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_

**4. NOTICE AND STATEMENT FOR CONDOMINIUMS WITH 7 OR MORE UNITS (Condo Docs):** The following is applicable only to the resale by a unit owner, other than a developer, of a residential unit in a Condominium containing 7 or more units.

