



INCLUSIONS/EXCLUSIONS DISCLOSURE AND ATTACHMENT TO LISTING AGREEMENT

PROPERTY ADDRESS 12213 BAYSWATER RD, GAITHERSBURG, MD 20878

FOR USE WITH REGIONAL CONTRACT

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

Checklist for regional contract with columns for 'Included' (Yes/No) and items like Stove or Range, Disposer, Ceiling Fan(s), Alarm System, etc.

ADDITIONAL INCLUSIONS (SPECIFY):

ADDITIONAL EXCLUSIONS (SPECIFY):

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

Checklist for water, sewage, heating, and air conditioning with options like Public Well, Oil Gas Elec, etc.

FOR USE WITH MAR CONTRACT

INCLUSIONS/EXCLUSION: Unless otherwise negotiated in a contract of sale, the purchase price shall include all permanently attached fixtures, including all smoke detectors. Certain other now existing items which may be considered personal property, whether installed or stored upon the property, are included or excluded, as follows (if box is not checked, then item shall be considered excluded):

Checklist for MAR contract with columns for 'Included' (Yes) and items like Alarm System, Exhaust Fan(s), Playground Equipment, TV Antenna, etc.

ADDITIONAL INCLUSIONS (SPECIFY):

ADDITIONAL EXCLUSIONS (SPECIFY):

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

Seller signatures and dates: Ron Rosen 9/6/06 and Ann C. Rosen 9/6/06

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 12213 BAYSWATER RD, GAITHERSBURG, MD 20878

Legal Description: LOT 17, BLOCK D, QUINCE ORCHARD VALLEY SUBDIVISION

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, Annotated Code of Maryland, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the owner. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §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 owner to disclose information about latent defects in the property that the owner has actual knowledge of. The owner must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not 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 OWNERS: Complete and sign this statement only if you elect to disclose defects, including latent defects, or other information about the condition of the property actually known by you; otherwise, sign the Residential Property Disclaimer Statement. You may wish to obtain professional advice or inspections of the property; however, you are not required to undertake or provide any independent investigation or inspection of the property in order to make the disclosure set forth below. The disclosure is based on your personal knowledge of the condition of the property at the time of the signing of this statement.

NOTICE TO PURCHASERS: The information provided is the representation of the Owners and is based upon the actual knowledge of Owners as of the date noted. Disclosure by the Owners is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Owners as to the condition of the property of which the Owners have no knowledge or other conditions of which the Owners have no actual knowledge.

How long have you owned the property? 1 YEAR + 9 MONTHS

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

Water Supply [X] Public [ ] Well [ ] Other
Sewage Disposal [X] Public [ ] Septic System approved for (# bedrooms)
Garbage Disposal [X] Yes [ ] No
Dishwasher [X] Yes [ ] No
Heating [ ] Oil [X] Natural Gas [X] Electric [ ] Heat Pump Age [ ] Other
Air Conditioning [ ] Oil [ ] Natural Gas [X] Electric [ ] Heat Pump Age [ ] Other
Hot Water [ ] Oil [ ] Natural Gas [ ] Electric Capacity Age [ ] Other

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**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: \_\_\_\_\_  
 Will the smoke detectors provide an alarm in the event of a power outage?  Yes  No  Does Not Apply  
 Comments: \_\_\_\_\_

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

10. Water Supply: Any problem with water supply?  Yes  No  Unknown  
 Comments: \_\_\_\_\_  
 Home water treatment system:  Yes  No  Unknown  
 Comments: \_\_\_\_\_  
 Fire sprinkler system:  Yes  No  Unknown  Does Not Apply  
 Comments: \_\_\_\_\_  
 Are the systems in operating condition?  Yes  No  Unknown  
 Comments: \_\_\_\_\_

11. Insulation:  
 In exterior walls?  Yes  No  Unknown  
 In ceiling/attic?  Yes  No  Unknown  
 In any other areas?  Yes  No  Unknown 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: \_\_\_\_\_

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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

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property?  Yes  No  Unknown  
If yes, specify below.

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

15. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?  Yes  No  Unknown  
If yes, specify below.

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

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

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

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

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

18. Are there any other material defects, including latent defects, affecting the physical condition of the property?  Yes  No  Unknown

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

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

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

Owner Ron Rose Date 9/6/06  
RON S ROSEN

Owner Ann C. Rosen Date 9/6/06  
ANN C ROSEN

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 \_\_\_\_\_

Rev 10-1-05

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**MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT**

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

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

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

Owner RON S ROSEN Date \_\_\_\_\_

Owner ANN C ROSEN 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 \_\_\_\_\_

Form: DLLR/REC/P/10-1-01Rev  
Rev 10-1-05

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GCAAR Form #912 - MD - Property Disclosure/Disclaimer  
(Formerly # 1301J/K)

Page 4 of 4

10/05



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

The Contract of Sale dated \_\_\_\_\_, Address 12213 BAYSWATER RD,  
 City GAITHERSBURG, State MD Zip 20878 between  
 Seller RON S ROSEN, ANN C ROSEN and  
 Buyer \_\_\_\_\_ is hereby amended by  
 the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

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

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

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

Is this Property located in an area designated as a Special Protection Area?  Yes  No. If yes, special water quality measures and certain restrictions on land uses and impervious surfaces may apply. Under Montgomery County law, Special Protection Area (SPA) means a geographic area where:

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

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

**2. Recorded Subdivision Plat:** If the property is an unimproved lot or a newly constructed house being sold for the first time, the Buyer shall be provided a copy of the recorded subdivision plat prior to entering into a contract. However, if the property is **not** an unimproved lot or a newly constructed house (i.e. resale), the Buyer may in writing waive receipt of a copy of such plat at the time of execution of the contract, but shall, prior to or at the time of settlement, be provided with a copy of the subdivision plat. The subdivision plat is not intended as a substitute for examination of title and does not show every restriction and easement. Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.  
 Buyer's initials: V OR Buyer hereby waives receipt of a copy of such plat at time of execution of contract, but shall, prior to or at the time of settlement, be provided a copy of the subdivision plat. Buyer's initials: \_\_\_\_\_

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**3. Availability of Water and Sewer Service**

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

At the time that the offer to purchase is entered into by the Buyer, the Seller is required to provide the Buyer with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form (GCAAR #500). The Seller is required under the Act to provide the Buyer with a ten (10) day time period (or other mutually agreeable time period) for the Buyer, at the Buyer's expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the Buyer waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of the settlement.

**A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.**

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Seller represents and warrants to Buyer, broker(s), broker(s)' agents and subagents, intending that they rely upon such warranty and representation, that the property: (Seller to initial applicable line): \_\_\_\_\_ was constructed prior to 1978 OR A-C.A. RSR was not constructed prior to 1978 OR \_\_\_\_\_ the date of construction is uncertain. If the Property was constructed prior to 1978 or if the date of construction is uncertain, as indicated by Seller's initial above, Seller and Buyer mutually agree that the requirements of the Act shall apply to the sale of the Property. Seller and Buyer acknowledge that the real estate brokers and salespersons involved in the sale of the Property have no duty to ascertain or verify the date of construction and assume no such duty or responsibility. Seller and Buyer agree, represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless the requirements of the Act have been complied with prior to the execution of this Contract by Seller and Buyer. Seller and Buyer represent and warrant that each intended, as a material term of the offer and acceptance, that the requirements of the Act be complied with as an express condition of the formation of a binding and enforceable contract by and between the parties. Buyer and Seller acknowledge by their respective initials below that they have read and understand the provisions of this Paragraph 4.

A A  
Seller's Initials

RSR  
Buyer's Initials

**5. 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: \_\_\_\_\_

**6. Smoke Detectors:** Pursuant to Montgomery County Code, the Seller is required to have working smoke detectors on all levels with bedrooms. Certain municipalities may have codes exceeding County requirements. 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.** Does this Property have either a dual-powered smoke detector or a battery-powered smoke detector?  
 Yes  No  Unknown

**7. Historic Preservation**

Has the Property been designated as a 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.

Buyer \_\_\_\_\_

Buyer \_\_\_\_\_

**8. Front Foot Benefit Charges:** Are there currently front foot benefit charges to WSSC?  Yes  No. If yes, the annual assessment is \$ 418.

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

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

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**11. Special Service Area Tax Districts:** Is the Property located in a special service area tax district for which there are special assessments or taxes, such as, but not limited to, Noise Abatement Tax District, Parking Lot Districts, Urban Districts, Development Districts, the Metropolitan District, the Recreation District, or the Storm Drainage District?  Yes  No. If yes, circle the appropriate one. Annual assessment is \$ 1,999 and  is or  is not included in the Property's tax bill.

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

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

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

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

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

**17. Maryland Forest Conservation Act (MFCA):** If the Property is a tract of land 40,000 square feet or more in size, Buyer is notified that tree clearing on the Property may be restricted by forest conservation law requirements. As a prerequisite to any subdivision plan, and before any permits are issued for grading and sediment control associated with construction, the Buyer will be required to comply with the requirements of the applicable county forest conservation law. In the absence of a county law, the Maryland State Forest Conservation Act applies. Unless otherwise expressly set forth in an Addendum to the Contract, Seller represents and warrants that Property  is or  is not currently subject to a Forest Conservation Plan, Management Agreement, or any other pending obligation binding the owner of the Property under forest conservation law requirements. Further, Seller represents and warrants that no activities have been undertaken on the Property in violation of the applicable law.

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

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**19. Tax Benefit Programs:** The Property might currently be under a tax benefit program that has deferred taxes due on transfer or may require a legally binding commitment from Buyer to remain in the program, such as, but not limited to:  
A. **Forest Conservation and Management Program (FC&MP):** Buyer is hereby notified that a property under a Maryland Forest Conservation Management Agreement (FCMA) could be subject to recapture/deferred taxes upon transfer. Is the Property under FCMA?  Yes  No. If yes, taxes assessed shall be paid by the \_\_\_\_\_  
B. **Agricultural Program:** Is the Property subject to agricultural transfer taxes?  Yes  No. If yes, taxes assessed as a result of the transfer shall be paid by \_\_\_\_\_  
C. **Other Tax Benefit Programs:** Does the Seller have reduced property taxes from any government program.  
 Yes  No. If yes, explain: \_\_\_\_\_

**20. Moderately-Priced Dwelling Unit:** Is the Property part of the Moderately-Priced Dwelling Unit Program in Montgomery County?  Yes  No. In City of Rockville?  Yes  No. If yes to either question, Seller to indicate month and year of initial offering: \_\_\_\_\_. If initial offering is after 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.

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

**22. Airports and Heliports:** The following list of airports and heliports includes those in Montgomery County and the surrounding area that may be within a five-mile radius of the Property. This list was compiled from data provided by the Washington Airports District Office of the Federal Aviation Administration and was current as of 10/03/02. Buyer should be aware of the fact that most properties in Montgomery County are within five (5) miles of an airport or heliport installation. Refer to the FAA website for a current list.

**Montgomery County**

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

**Prince George's County**

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

**Frederick County**

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

**Carroll County**

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

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STATE OF MARYLAND  
REAL ESTATE COMMISSION

## Understanding Whom Real Estate Agents Represent

Before you decide to sell or buy or rent a home you need to consider the following information:

### Agents Who Represent the Seller

**Seller's Agent:** A seller's agent works for the real estate company that lists and markets the property for the sellers or landlords, and exclusively represents the sellers or landlords. That means that he or she may assist the buyer or tenant in purchasing or renting the property, but his or her duty of loyalty is only to the sellers or landlords. The seller pays the seller's agent's fees as specified in a written listing agreement.

**Cooperating Agent:** A cooperating agent works for a real estate company different from the company for which the seller's agent works. The cooperating agent can assist a buyer or tenant in purchasing or renting a property, but his or her duty of loyalty is only to the sellers or landlords. The cooperating agent's fee is paid by the sellers or landlords through the seller's agent's company.

### Agents Who Represent the Buyer

**Presumed Buyer's Agent (no written agreement):** When a person goes to a real estate agent for assistance in finding a home to buy or rent, the agent is presumed to be representing the buyer and can show the buyer properties that are *not* listed by the agent's real estate company. A presumed buyer's agent may *not* make or prepare an offer or negotiate a sale for the buyer. The buyer does *not* have an obligation to pay anything to the presumed agent.

If for any reason the buyer does not want the agent to represent him or her as a presumed agent, either *initially* or *at any time*, the buyer can decline or terminate a presumed agency relationship simply by saying so.

**Buyer's Agent (by written agreement):** A buyer or tenant may enter into a written contract with a real estate agent which provides that the agent will represent the buyer or tenant in locating a property to buy or rent. The agent is then known as the buyer's agent. That agent assists the buyer in evaluating properties and preparing offers, and negotiates in the best interests of the buyer or tenant. The agent's fee is paid according to the written agreement between the agent and the buyer or tenant. If you as a buyer or tenant wish to have an agent represent you exclusively, you must enter into a written buyer agency agreement.

### Dual Agents

The possibility of **dual agency** arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate company, or broker, is called the "dual agent". Dual agents do not act exclusively in the interests of either the seller or buyer, or landlord or tenant, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

**If both seller and buyer, or landlord and tenant, agree to dual agency** by signing a Consent For Dual Agency form, then the real estate company (the "dual agent") will assign one agent to represent the seller or landlord (the seller's "intra-company agent") and another agent to represent the buyer or tenant (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as exclusive seller's or buyer's agents, including advising their clients as to price and negotiation strategy, provided the clients have both consented to be represented by dual agency.

If either party does not agree to dual agency, the real estate company may withdraw the agency agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate company. If the buyer's agreement is terminated, the buyer or tenant may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer or tenant may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a cooperating agent from another company.

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling or buying or renting property:

>Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.

>Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.

>All agreements with real estate agents should be in writing and should explain the duties and obligations of the agent. The agreement should explain how the agent will be paid and any fee-sharing agreements with other agents.

>You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate agent is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate agent may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6200.

This notice is information required by law and is NOT A CONTRACT

We, the  Sellers/Landlord  Buyers/Tenants acknowledge receipt of a copy of this disclosure and

that LEWELLYN REALTORS INC (firm name)

And NIMROD STANW (salesperson) are working as:

- Seller/landlord's agent
- Cooperating agent
- Buyer's agent
- Dual agent (See Consent for Dual Agency form)  
(you may check more than one box)

Ron Rosen  
Signature Date

A.C. Biter 9/16/09  
Signature Date

I certify that on this date I made the required agency disclosure to the individuals identified below and they were unable or unwilling to acknowledge receipt of a copy of this disclosure statement.

\_\_\_\_\_  
Signature of agent Date

\_\_\_\_\_  
Name of individual to whom disclosure was made

\_\_\_\_\_  
Name of individual to whom disclosure was made



**Home Owners Association - Sellers Disclosures and Transmittal of Documents  
to Buyer for Resale Homes in Maryland**

**(Required for the resale of all properties with a mandatory home owners association)**

The contract of sale dated \_\_\_\_\_ Address 12213 Bayswater Road

Subdivision: \_\_\_\_\_

City Gaithersburg, Maryland, Zip MD 20878

From Seller Ron S Rosen, Ann C Rosen

To Buyer \_\_\_\_\_

is hereby amended by the incorporation of this Addendum, which shall supersede any provision to the contrary in this contract

**Pursuant to §11B-106(b) of the Maryland Homeowners Association Act, the Seller hereby certifies that as of the date hereof, except as herein stated:**

**1. NAME OF HOME OWNERS ASSOCIATION:** The Lot, which is the subject of this Contract, is located within a Development and is subject to the Orchard Valley Homeowners Assoc Homeowners Association.

**2. CURRENT FEES:** The status of the fees or assessments imposed by the Homeowners Association (HOA) against the above referenced Lot is as follows:

Current Monthly Fee or Assessment	\$	_____
Delinquent Fees or Assessments <u>6</u> Months	\$	<u>81.00</u>
Other Charges Due: _____	\$	_____
Total due HOA as of _____	\$	_____

If none are delinquent, please so state. \_\_\_\_\_

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

Fees:	\$	_____
Assessments:	\$	_____
Other Charges:	\$	_____
Total:	\$	_____

**4. MANAGEMENT AGENT:** The name, address and phone number of the management agent for the HOA is as follows:

Name: Orchard Valley Homeowners Association Phone: (301) 670-9270

Address: P.O.Box 3190 Gaithersburg MD 20885

[OR] The HOA presently does not employ a management agent. If None, please check

**5. AUTHORIZED PERSONS:** The following person(s) is (are) authorized by the HOA to provide to the public information regarding the HOA and the Development.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

[OR] No agent or officer is presently authorized by the HOA to provide to the public information regarding the HOA and the Development. If None, please check

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GCAAR Form # 904 - MC - HOA-Sellers Disclosure and Transmittal of Documents  
(Formerly #1324)

1 of 2

10/2005

LLewellyn REALTORS® 795 Rockville Pike Rockville, MD 20852

Phone: (301) 424 - 0900 208 Fax: Nimrod Shmul

12213 Bayswater

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6. **SELLERS KNOWLEDGE OF UNSATISFIED JUDGMENTS OR LAWSUITS:** The Seller has no actual knowledge of any unsatisfied judgments, or pending lawsuits against the Homeowners Association, except as noted:

7. **SELLERS 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 Lot, except as noted:

8. **HOA DOCUMENTS ATTACHED TO THIS DISCLOSURE:** Attached is a copy of:  
A. 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  
B. 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.

The obligations described in subparagraphs 8A and 8B above are enforceable against an owner and the owner's tenants, if applicable.  
NOTE: The requirements of Section 11B -106(b) shall be deemed to have been fulfilled if the information required to be disclosed is provided to the Buyer in writing in a clear and concise manner. The disclosures may be summarized or produced in any collection of documents, including plats, the Declaration, or the organizational documents of the Homeowners Association, provided those documents effectively convey the required information to the Buyer.

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. **SELLERS OBLIGATIONS AND BUYERS RIGHTS IN THE EVENT OF CHANGES:**  
The Seller is required to provide the Buyer with notice of any changes in mandatory fees exceeding ten percent (10%) of the amount previously stated to exist and copies of any other substantial and material amendments to the above disclosures after they become known to the Seller.

Any Buyer may, within three (3) calendar days following receipt by the Buyer of such amendment which adversely affects the Buyer, cancel in writing the contract subject to the provisions of §11B-108 of the Maryland Homeowners Association Act.

11. **SELLERS ACKNOWLEDGMENT: THE DOCUMENTS WERE PROVIDED BY AND ALL INFORMATION HEREIN WAS COMPLETED BY THE SELLER.**

The information contained in this Addendum issued pursuant to Section 11B-106(b) of the Maryland Homeowners Association Act is based on the Seller's actual knowledge and belief and is current as of the date hereof.

12. **RIGHT TO CANCEL:** Buyer will have the right to cancel this contract without penalty, at any time within five (5) calendar days following acceptance by the Buyer of these Disclosures and Documents. However, once the sale is closed, Buyer's right to cancel this contract is terminated.

**Buyer hereby acknowledges receipt of the foregoing disclosures and copies of all documents described in Paragraph 8 hereof.**

\_\_\_\_\_  
Seller Ron S Rosen

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller Ann C Rosen

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time am or pm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time am or pm

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2 of 2

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Metropolitan Regional Information Systems, Inc.

Tax ID #: 160602576316  
**12213 BAYSWATER RD, GAITHERSBURG, MD 20878-2080**

**MONTGOMERY**  
**Public Record**

RI  
Pr  
Te  
At

Legal Subdivision: Quince Orchard Valley      Condo/Coop Name:  
 Incorporated City:  
 Owner Name: Ron S Rosen      Phone #:  
 Additional: Ann C      Company:      Absentee:No  
**Mailing Address:** 12213 BAYSWATER RD, GAITHERSBURG, MD 20878-2080  
 Care of Name:  
 Legal Description: Impsquince Orchard Valley

Mag/Dist #: 6	Lot: 17	Block/Square:D/	
Election District: 6	Legal Unit #:	Grid:	Tax Map:
Section:	Subdiv Ph:	Addl Parcel Flag/#:	Map:ET51
Map Suffix:	Suffix:	Parcel:	Sub Parcel:
Historic ID:	Agri Dist:	Plat Folio: 333	Plat Liber:8342

<b>TOTAL TAX BILL</b> \$6,378	City Tax:	Tax Levy Year: 2005
State/County Tax: \$3,765	Refuse: 195.58	Tax Rate: 0.81
Special Tax: \$1,999	Homestd/Exempt Status:	Exempt Class: 000
Front Foot Fee: \$418	Tax Class: 42	Mult Class:

**ASSESSMENT**

Year Assessed	Total Tax Value	Land	Improvement	Land Use
2003	\$538,830	\$182,790	\$356,040	
2002	\$464,286	\$102,790	\$212,410	
2001	\$389,743	\$61,390	\$241,950	

**DEED**

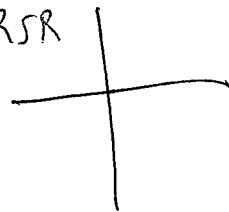
Transfer Date	Price	Grantor	Grantee
11-Jan-2005	\$608,500	Weiher, Deborah L	Rosen, Ron S & Ann C
11-Jan-2005	\$	Weiher, Earl R & D L	Weiher, Deborah L
11-Jan-2005	\$608,500	Weiher, Deborah L	Rosen, Ron S & Ann C

**PROPERTY DESCRIPTION**

Year Built: 1987      Zoning Code: R200      Census Tract/Block: 700610/1  
 Irregular Lot:      Square Feet: 11398      Acreage: .260      Property Card #:  
 Land Use: Residential  
 Property Class: R      Plat Liber/Folio: 8342/333

Zoning Desc: Res., One-Fam (Formerly R-R)      Quality Grade: Good  
 Prop Use: RESIDENTIAL  
 Building Use:  
 Lot Description:  
 Sidewalk:  
 Pavement:  
 Topography:

*ACR.*  
*RSR*



**STRUCTURE DESCRIPTION**

	Section 1	Section 2	Section 3	Section 4	Section 5
<b>Construction Story Type:</b>	2B	1	1.5		





**REAL PROPERTY CONSOLIDATED TAX BILL**  
**LEVY YEAR 2006**  
**ANNUAL BILL**  
**TAX PERIOD 07/01/2006-06/30/2007**

ACCOUNT NUMBER	BILL NO.	PROPERTY ADDRESS	MORTGAGE	OCCUPANCY
02576316	26232442	12213 BAYSWATER RD	NATIONAL CITY MORTGAGE CO.	PRINCIPAL RESIDENCE
<b>PROPERTY DESCRIPTION</b>		ROSEN, RON S & ANN C		
QUINCE ORCHARD VALLEY		12213 BAYSWATER RD GAITHERSBURG, MD 20878-2080		

LOT	BLOCK	DISTRICT	SUB	CLASS	REFUSE AREA	REFUSE UNIT	TAX DESCRIPTION	ASSESSMENT RATE	TAX/CHARGE
17	D	06	004	R042	R17	1	STATE PROPERTY TAX	538,830 .112*	603.49
							COUNTY PROPERTY TAX	538,830 .624*	3,362.30
							SPECIAL AREA PROPERTY TAX	538,830 .292*	1,573.38
							SOLID WASTE CHARGE	194.38	194.38
							WATER QUAL PROTECT CHG (RSFD)		25.23
							WSSC CONNECTION FEE CHG		105.42
							WSSC FRONT FOOT BENEFIT CHG		418.32
							<b>TOTAL</b>		<b>6,282.52</b>
							<b>CREDIT DESCRIPTION</b>	<b>ASSESSMENT RATE</b>	<b>AMOUNT</b>
							STATE HOMESTEAD CREDIT	-28,116 .112*	-31.49
							COUNTY HOMESTEAD CREDIT	-28,116 .624*	-175.44
							COUNTY PROPERTY TAX CREDIT		-221.00
							SPECIAL AREA HOMESTEAD CREDIT	-28,116 .292*	-82.10
							<b>TOTAL CREDITS</b>		<b>-510.03</b>

INTEREST  
**TOTAL AMOUNT** 5772.49  
**Amount Due by 9/30/2006** 2886.28

Semi-Annual Installments Information	Tax	Due Date
Sept 30 Installment	2,886.28	09/30/2006
Dec 31 Installment	2,886.21	12/31/2006

RSR | A.C.R.

