



INCLUSIONS/EXCLUSIONS DISCLOSURE AND ATTACHMENT TO LISTING AGREEMENT

PROPERTY ADDRESS 19301 Dimona Drive, Brookeville, MD 20833

FOR USE WITH REGIONAL CONTRACT

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

Grid of inclusion checkboxes for items like Stove or Range, Disposer, Ceiling Fan(s), Washer, Dryer, etc.

ADDITIONAL INCLUSIONS (SPECIFY):

ADDITIONAL EXCLUSIONS (SPECIFY):

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

Water Supply, Sewage Disposal, Heating, Air Conditioning checkboxes for 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):

Grid of inclusion checkboxes for items like Alarm System, Exhaust Fan(s), Pool, Equip. & Cover, Refrigerator(s), etc. with handwritten notes.

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.

Handwritten signatures and dates for John Lasheski and Rhonda Lasheski.

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 19301 Dimona Drive, Brookeville, Md

Legal Description:

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 actually 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

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 [] Electric [] Heat Pump Age [] Other
Air Conditioning [] Oil [] Natural Gas [X] Electric [] Heat Pump Age [] Other
Hot Water [] Oil [X] 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: sump pump & french drain

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: Brick patio in backyard (new 2005) held water for 20 hours after huge rain on 10/8/05 thru 10/9/05.

Are gutters and downspouts in good repair? Yes No Unknown

Comments: _____

This keeps water away from house & pool.

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

Comments: _____

Any treatments or repairs? Yes No Unknown

Any warranties? Yes No Unknown

Comments: _____

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

If yes, specify below

Comments: _____

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

If yes, specify below

Comments: _____

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

Comments: _____

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

Comments: _____

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

Comments: Hot tub heater has a leak.

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 John L. Lubi Date 12/11/05

Owner Broncia Gashinski Date 10/11/05

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 _____



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 19301 Dimona Drive,
 City Brookeville, State MD Zip 20833 between
 Seller John Lasheski, Rhonda Lasheski 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: _____ 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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11. **Special Service Area Tax District:** Is the Property located in a special service area tax district for which there are special assessments or taxes, such as, but not limited to, Noise Abatement Tax District, Parking Lot Districts, Urban Districts, Development Districts, the Metropolitan District, the Recreation District, or the Storm Drainage District? Yes No. If yes, circle the appropriate one. Annual assessment is \$ _____ and is or is not included in the Property's tax bill.

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

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

14. **Ownership and Assessments:** Homeowners Association with mandatory fees (HOA) Condominium Cooperative. Name of Project/Subdivision: _____ Management Company: WHA. 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 \$ 907.82 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).

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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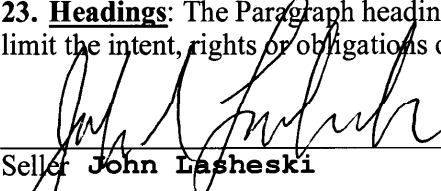
District of Columbia

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

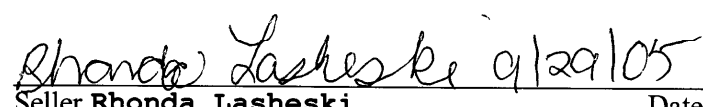
Virginia

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

23. Headings: The Paragraph headings of this Agreement are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties.

 9/29/05

Seller **John Lasheski** Date

 9/29/05

Seller **Rhonda Lasheski** Date

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

Buyer Date

Buyer Date

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards



Greater Capital Area Association of REALTORS®, Inc.

RE: 19301 Dimona Drive, Brookeville, MD 20833

Property Address

LEAD WARNING STATEMENT

Every purchaser/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession and notify the buyer/tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase/lease.

SELLER'S/LANDLORD'S DISCLOSURE (initial)

[Handwritten initials]

(a) **Presence of lead-based paint and/or lead-based paint hazards (check one below):**

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) **Records and reports available to the seller/landlord (check one below):**

Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER'S/TENANT'S ACKNOWLEDGMENT (initial)

____ (c) Purchaser/Tenant has read the Lead Warning Statement above

____ (d) Purchaser/Tenant has received copies of all information listed above. Yes No None listed

____ (e) Purchaser/Tenant has received the pamphlet Protect Your Family From Lead in Your Home. Yes No

____ (f) Purchaser has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT (initial)

____ (g) Agent has informed the seller/landlord of the seller's/landlord's obligations Under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

[Signature] _____ Date *9/29/05*

Seller/Landlord
John Lasheski

Buyer/Tenant _____ Date

[Signature] _____ Date *9/29/05*

Seller/Landlord
Rhonda Lasheski

Buyer/Tenant _____ Date

[Signature] _____ Date

Agent Ann Joliet

Agent Ann Joliet _____ Date

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GCAAR FORM # 500 Federal Lead Disclosure

07/01

Re/Max Realty Centre, Inc 3300 Olney Sandy Spring Road, Olney Md 20832
Phone: 301-774-1415 Fax: 240-371-0087 Ann Joliet

T7157444.ZFX



MARYLAND LEAD PAINT DISCLOSURE AND NOTICE STATEMENT

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

RE: 19301 Dimona Drive, Brookeville, MD 20833
Property Address

DISCLOSURE

- 1. Seller represents that the above described Property may contain lead paint such that said Property may be subject to the Maryland Lead Poisoning Prevention Program Act...
2. If Seller has had the subject property inspected pursuant to the Maryland Lead Act, and such inspection revealed conditions which require remedial actions, (i.e., risk reduction obligations), Seller represents as follows:

Seller to check applicable statement(s):

a) [] Seller has the following outstanding risk reduction obligations:

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

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

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

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

NOTICE

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

Seller John Lasheski 9/29/05 Date

Seller Rhonda Lasheski 9/29/05 Date

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

Buyer Date

Buyer Date



REAL PROPERTY CONSOLIDATED TAX BILL
LEVY YEAR 2005
ANNUAL BILL
TAX PERIOD 07/01/2005-06/30/2006

ACCOUNT NUMBER	BILL NO.	PROPERTY ADDRESS	MORTGAGE	OCCUPANCY
00761935	25068066	19301 DIMONA DR	INDYMAC BANK HOME LOAN SERVICING	PRINCIPAL RESIDENCE
PROPERTY DESCRIPTION		LASHESKI, JOHN & RHONDA		
BROOKEVILLE KNOLLS		19301 DIMONA DR BROOKEVILLE, MD 20833-2626		

LOT	11	TAX DESCRIPTION	ASSESSMENT RATE	TAX/CHARGE
BLOCK	G	COUNTY PROPERTY TAX	315,216 .679*	2,140.32
DISTRICT	08	STATE PROPERTY TAX	315,216 .132*	416.09
SUB	015	WATER QUAL PROTECT CHG (RSFD)		19.35
CLASS	R042	SPECIAL AREA PROPERTY TAX	.288*	907.82
REFUSE AREA	R17	SOLID WASTE CHARGE	195.58	195.58
REFUSE UNIT	1	TOTAL		3,679.16
		CREDIT DESCRIPTION	ASSESSMENT RATE	AMOUNT
		COUNTY PROPERTY TAX CREDIT		-116.00
		TOTAL CREDITS		-116.00
		PRIOR PAYMENTS ****		1781.61
		INTEREST		
		TOTAL AMOUNT		1781.55
		Amount Due by 9/30/2005		0

Semi-Annual Installments Information	Tax	Due Date
Sept 30 Installment	1,781.61	09/30/2005
Dec 31 Installment	1,781.55	12/31/2005

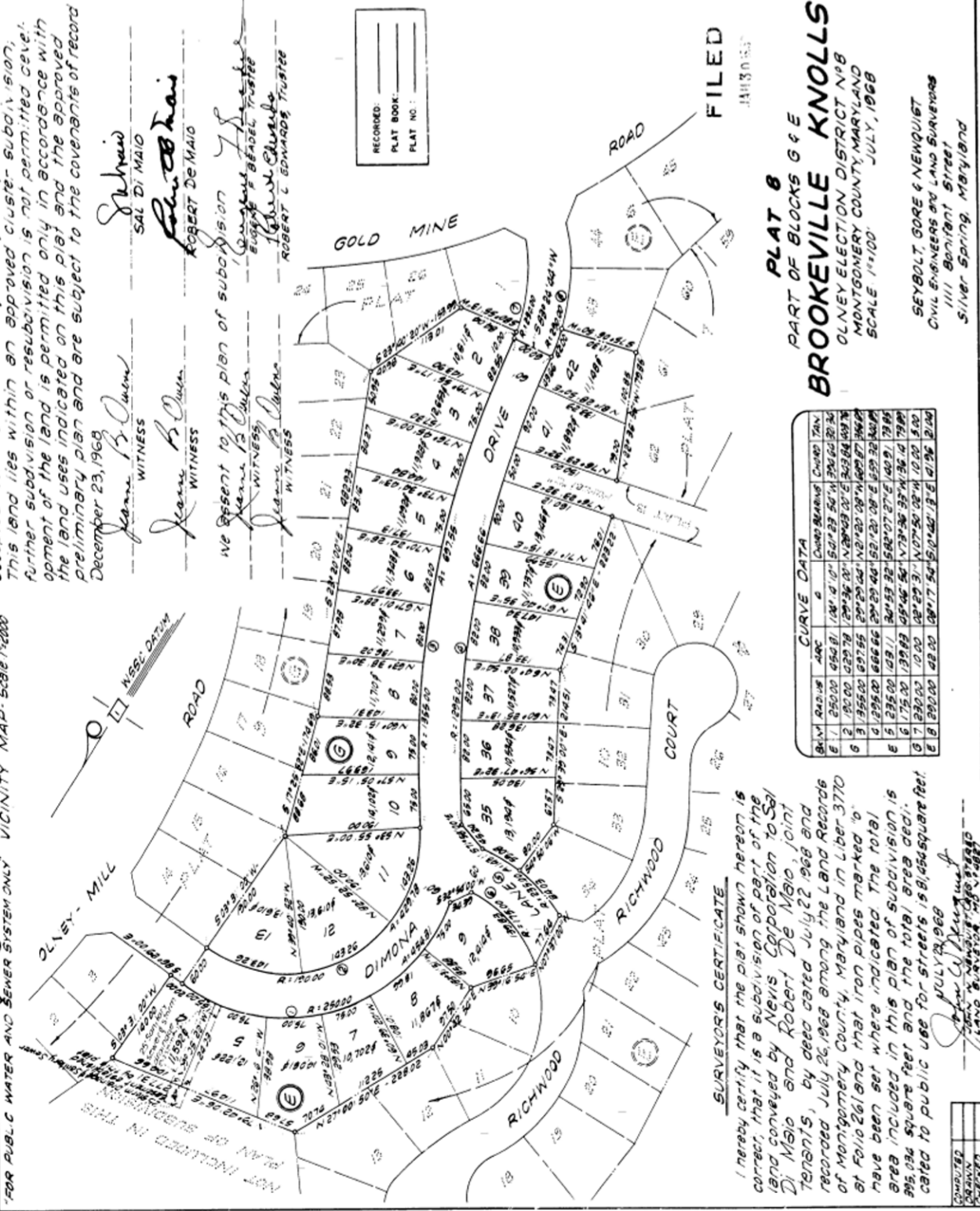
OWNERS DEDICATION

We, **Sal Di Maio and Robert De Maio**, joint tenants, owners of the property shown and described hereon, hereby adopt this plan of subdivision, establish the minimum building restriction lines unless otherwise shown hereon, dedicate the streets to public use, and establish storm drainage and sanitary sewer easements as shown hereon, and grant to Montgomery County, Maryland, all easements to the building restriction lines adjacent to all streets, said slope easements to be extinguished when all public improvements have been completed and accepted for maintenance by Montgomery County, Maryland. This land lies within an approved cluster-subdivision. Further subdivision or resubdivision is not permitted. Comment of the land is permitted only in accordance with the land uses indicated on this plan and the approved preliminary plan and are subject to the covenants of record December 23, 1968.

James B. Quinn
WITNESS
Sal Di Maio
SAL DI MAIO
Robert De Maio
ROBERT DE MAIO
James B. Quinn
WITNESS
James B. Quinn
WITNESS
Robert L. Edwards
ROBERT L. EDWARDS, TRUSTEE



MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION
MONTGOMERY COUNTY PLANNING BOARD
Approved **JAN. 9, 1969**
Thomas Hubert Thom & Company
ARCHITECTS
M.A.C.D. & C. RECORD FILE NO. 504-49
MONTGOMERY COUNTY, MARYLAND
DEPARTMENT OF PUBLIC WORKS
Approved **JAN. 14, 1969**
Richard J. Lynch
DEP. DIR. PUBLIC WORKS



SURVEYOR'S CERTIFICATE
I hereby certify that the plat shown hereon is correct, that it is a subdivision of part of the land conveyed by Nevis Corporation to Sal Di Maio and Robert De Maio, joint tenants, by deed dated July 22, 1968 and recorded July 26, 1968 among the Land Records of Montgomery County, Maryland in Liber 3770 of Folio 261 and that iron pipes marked 'b' have been set where indicated. The total area included in this plan of subdivision is 895,034 square feet and the total area dedicated to public use for streets is 81,656 square feet.

James B. Quinn
LAND SURVEYOR
JULY 23, 1968