

SET OF DISCLOSURES

***8 VALERIAN CT, ROCKVILLE, MD 20852***

SHOULD YOU HAVE ANY QUESTION PLEASE DO NOT  
HESITATE TO CALL NIMROD SHMUL AT

Direct: 301-529-8221

E-mail: [nimrod@shmulcorp.com](mailto:nimrod@shmulcorp.com)

Office: 301-424-0900 X 208

Fax: 301-424-9290

THANKS FOR SHOWING MY LISTING

Nimrod Shmul



INCLUSIONS/EXCLUSIONS DISCLOSURE AND ATTACHMENT TO LISTING AGREEMENT

PROPERTY ADDRESS 8 VALERIAN CT, ROCKVILLE, MD 20852

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), Alarm System, etc.

ADDITIONAL INCLUSIONS (SPECIFY):

ADDITIONAL EXCLUSIONS (SPECIFY):

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

Water Supply, Sewage Disposal, Heating, Hot Water, Air Conditioning checkboxes.

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, TV Antenna, Wall Oven(s), 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 signature: YANIV HOZ, Date: 4/1/05

Seller signature: SANZER-OZ GALIT, Date: 4/1/05

This recommended form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only. ©2003, The Greater Capital Area Association of REALTORS®, Inc. Previous editions of this form should be destroyed.



Greater Capital Area Association of REALTORS®, Inc.

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT:

Property Address: 8 VALERIAN CT, ROCKVILLE, MD 20852

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 (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 Sections 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 sale under §13-207(11) of the Tax-Property Article and options to purchase real property under §13-207(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; or
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.
7. A sale of unimproved real property.

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO OWNERS: Complete and sign this statement only if you elect to disclose 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?

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 20 [ ] Other
Air Conditioning [ ] Oil [ ] Natural Gas [X] Electric [ ] Heat Pump Age 20 [ ] Other
Hot Water [ ] Oil [X] Natural Gas [ ] Electric Capacity Age 1 [ ] Other

This Recommended Form is property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only. Previous editions of this Form should be destroyed.

**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: 5

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: \_\_\_\_\_

©2001, The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only. Previous editions of this Form should be destroyed.

GCAAR Form #1301J Maryland Residential Property Disclosure and Disclaimer Statement  
Page 2 of 4

10/01

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 Where: \_\_\_\_\_  
 COMMENTS: \_\_\_\_\_

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?  
 Yes  No  Unknown  
 COMMENTS: \_\_\_\_\_  
 Are gutters and downspouts in good repair?  Yes  No  Unknown  
 COMMENTS: \_\_\_\_\_

13. Wood-destroying insects: Any infestation and/or prior damage:  Yes  No  Unknown  
 COMMENTS: \_\_\_\_\_  
 Any treatments or repairs?  Yes  No  Unknown  
 Any warranties?  Yes  No  Unknown  
 COMMENTS: \_\_\_\_\_

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


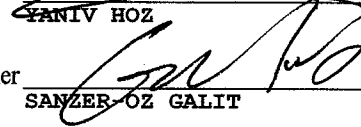
15. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?  Yes  No  Unknown  
 If yes, specify below.  
 COMMENTS: \_\_\_\_\_

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 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 Section 10-702 of the Maryland Real Property Article.

Owner  Date 4/1/05  
 Owner  Date 4/1/05

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 Section 10-702 of the Maryland Real Property Article.

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

**MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT**

NOTICE TO OWNER(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; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

The undersigned owner(s) of the real property described above 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 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 Section 10-702 of the Maryland Real Property Article.

Owner \_\_\_\_\_

Owner \_\_\_\_\_

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 Section 10-702 of the Maryland Real Property Article.

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

This Recommended Form is property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only. Previous editions of this Form should be destroyed.



**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 8 VALERIAN CT,  
 City ROCKVILLE, State MD Zip 20852 between  
 Seller YANIV HOZ, SANZER-OZ GALIT 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: \_\_\_\_\_

©2003, The Greater Capital Area Association of REALTORS®, Inc.

This recommended form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.  
 This form replaces GCAAR forms, 1300B, 1320A and 1320B. Previous editions of this form should be destroyed.

**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.**

---

<b>Buyer</b>	<b>Date</b>	<b>Buyer</b>	<b>Date</b>
--------------	-------------	--------------	-------------

**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.**

©2003, The Greater Capital Area Association of REALTORS®, Inc.

This recommended form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.

This form replaces GCAAR forms, 1300B, 1320A and 1320B. Previous editions of this form should be destroyed.

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 (X) YO GO 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.

YO GO  
Seller's Initials

\_\_\_\_\_  
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 \$ \_\_\_\_\_

**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 \$ SEE 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.

**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 \$ \_\_\_\_\_ 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).

©2003, The Greater Capital Area Association of REALTORS®, Inc.

This recommended form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.

This form replaces GCAAR forms, 1300B, 1320A and 1320B. Previous editions of this form should be destroyed.

**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 EE.

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

©2003, The Greater Capital Area Association of REALTORS®, Inc.

This recommended form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.

This form replaces GCAAR forms, 1300B, 1320A and 1320B. Previous editions of this form should be destroyed.



# Llewellyn, Realtors®

## Affiliated Business Arrangement Disclosure Statement--Seller

To: GALIT 02-SAMZEL  
YANIV HOZ  
 (Seller)

### NOTICE

Property: 8 VALERIAN CT  
ROCKVILLE MD 20852

From: Llewellyn, Realtors®

Date: 4/1/05

This is to give you notice that Llewellyn, Realtors® has business relationships with Integrity Title & Escrow, Inc., and Priority Mortgage, Inc. Each of these companies is owned 100% by Charles P. Llewellyn, the owner of Llewellyn, Realtors®. Because of this relationship, this referral may provide the owner of Llewellyn, Realtors® a financial or other benefit. Llewellyn sales associates, however, do NOT receive any financial benefit from your choice to use Integrity Title & Escrow, Inc., and/or Priority Mortgage, Inc.

Below is the estimated charge or range of charges for the services listed. Not all of these services may be necessary or required for your transaction. You are NOT required to use Integrity Title & Escrow, Inc., and/or Priority Mortgage, Inc., as a condition for the purchase, sale, or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO "SHOP AROUND" TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<b><u>INTEGRITY TITLE &amp; ESCROW, INC.</u></b>	
<b><u>Settlement Fees:</u></b>	
Purchaser	\$295.00
Seller	\$195.00
Simultaneous closing of a Second Trust	\$190.00
<b><u>Title Examination (Purchaser):</u></b>	<b>\$ 75.00</b>
<b><u>Document Preparation:</u></b> (if necessary and not prepared by Third Party):	
Power-of-Attorney	\$100.00
Preparation of Loan Documents	\$300.00
<b><u>Lien Release: (per release)</u></b>	<b>\$ 85.00</b>
<b><u>Title Insurance:</u></b>	
Binder Fee	\$ 10.00
Simultaneous Issue Fee	\$ 25.00
Owners Policy	\$3.50/\$1,000
Lenders Policy	\$2.50/\$1,000
NOTE: Additional fees (title abstract, survey, courier fees, etc.) not payable to Integrity Title & Escrow, Inc., will be collected at settlement and paid to third persons actually performing the services.	

<b><u>PRIORITY MORTGAGE, INC.</u></b>	
<b><u>Application Fee:</u></b>	\$0 to \$60.00
<b><u>Credit Report:</u></b>	\$0 to \$60.00
<b><u>Appraisal Report:</u></b>	\$0 to \$400.00
<b><u>Broker Fee:</u></b>	0% to 4% of loan
<b><u>Loan Origination Fee:</u></b>	0% to 1% of loan
<b><u>Lender's Inspection Fee:</u></b>	\$0 to \$75.00
<b><u>Tax Service Fee:</u></b>	\$0 to \$105.00
<b><u>Document Preparation Fee:</u></b>	\$0 to \$175.00
<b><u>Flood Certification Fee:</u></b>	\$21.00
<b><u>Underwriting Fee:</u></b>	\$0 to \$275.00
<b><u>Commitment Fee:</u></b>	\$0 to \$200.00
NOTE: Some of these fees are payable to third parties rather than to Priority Mortgage, Inc.	

**HOME WARRANTY DISCLOSURE:** Neither Charles P. Llewellyn, Llewellyn, Realtors® nor their affiliated companies have any ownership interest in any company offering home warranty insurance. However, when a seller or buyer purchases a home warranty insurance policy through Llewellyn, Realtors®, the company receives a maximum of \$90 for administrative services performed in processing the application.

**ACKNOWLEDGMENT.** I/We have read this disclosure form and understand that Llewellyn, Realtors® is referring me/us to purchase the above-mentioned settlement service(s) and may receive a financial or other benefit as the result of this referral.

\_\_\_\_\_  
 Purchaser Date

Yaniv Hoz  
 Seller 4/1/05  
 Date

\_\_\_\_\_  
 Purchaser Date

Galit Samzel  
 Seller 4/1/05  
 Date





Tax Neighbor Photos

Metropolitan Regional Information Systems, Inc.

Tax ID #: 160402150903  
**8 VALERIAN CT, ROCKVILLE, MD 20852-3430**

**MONTGOMERY**  
**Public Record**

Legal Subdivision: Timberlawn	Condo/Coop Name:	
Incorporated City:		
Owner Name: Yaniv Hoz	Phone #:	Absentee:No
Additional: Sanzer-Oz, Galit	Company:	
<b>Mailing Address: 8 VALERIAN CT, NORTH BETHESDA, MD 20852-3430</b>		
Care of Name:		
Legal Description: Impstimmerlawn		
Mag/Dist #: 4	Lot: 77	Block/Square:J/
Election District: 4	Legal Unit #:	Grid:
Section:	Subdiv Ph:	Addl Parcel Flag/#:
Map Suffix:	Suffix:	Parcel:
Historic ID:	Agri Dist:	Plat Folio: 364
<b>TOTAL TAX BILL \$3,615</b>	City Tax:	Tax Levy Year: 2004
State/County Tax: \$2,540	Refuse:	Tax Rate: 0.87
Special Tax: \$807	Homestd/Exempt Status:	Exempt Class: 000
Front Foot Fee: \$269	Tax Class: 25	Mult Class:

**ASSESSMENT**

Year Assessed	Total Tax Value	Land	Improvement	Land Use
2003	\$293,293	\$225,000	\$225,710	
2002	\$266,630	\$90,000	\$176,630	
2001	\$263,362	\$90,000	\$166,830	

**DEED**

Deed Liber:21558      Deed Folio: 51

Transfer Date	Price	Grantor	Grantee
05-Aug-2002	\$401,800	Hans-Diether, Von Loebbecke &	Hoz, Yaniv & Sanzer-Oz, Galit
01-Nov-2000	\$335,000	Ranck, Steven T & C L	Hans-Diether, Von Loebbecke &
27-Mar-1990	\$271,000		Steven T & C L Ranck

**PROPERTY DESCRIPTION**

Year Built: 1984	Zoning Code: R90	Census Tract/Block: 701215/	
Irregular Lot:	Square Feet: 2040	Acreage: .050	Property Card #:
Land Use: Residential			
Property Class: R	Plat Liber/Folio: 9247/364		

Zoning Desc: Residential, One-Family	Quality Grade: Good
Prop Use: RESIDENTIAL	
Building Use:	Xfer Devel. Right:
Lot Description:	Site Influence:
Sidewalk:	Road Desc:
Pavement:	Road Frontage:
Topography:	

**STRUCTURE DESCRIPTION**

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

**Dimensions:**

**Area**            1792            48            24

**Foundation:**

Ext Wall:

Stories: 2B

Style:

Total Building Area:

Units: 1

Roofing: Shingle - Wood

Year Remodeled:

Model/Unit Type: Townhouse Center

Living Area: 1864

# of Domers:

Base Sq Ft: 944

Patio or Deck Type/Sqft: DECK /270.00

Balcony Type/Sqft: /

Attic Type/Sqft: /

Porch Type/Sqft: /

Pool Type/Area: /

Roof Type:

**Rooms:**

Bedrooms:

Full Baths: 1

Half Baths: 2

Baths: 2.00

Fireplace Type: CHMN

Bsmt Type: Fully Finished

Bsmt Tot Sq Ft: 944

Bsmt Fin Sq Ft: 500

Bsmt Unfin Sq Ft: 444

Fireplaces: 2

Garage Type: Undergnd/Bsmnt

Garage Constr:

Garage Sq Ft: 276

Garage Spaces:

Other Rooms: 450 SQ FT CLUB ROOM

Other Amenities: LAVATORY

Appliances:

Gas:

Electric:

Heat: Forced Air

Water:

Air Cond: Combined System

Interior Floor:

Outbuildings:

Sewer:

Underground:

Fuel:

Walls:

Last Updated: 28-Sep-2004



**Greater Capital Area Association of REALTORS®, Inc.  
ADDENDUM TO RESALE CONTRACT  
FOR SINGLE FAMILY HOMES**

**DISCLOSURES AND TRANSMITTAL OF DOCUMENTS  
PURSUANT TO MARYLAND HOMEOWNERS ASSOCIATION ACT**

The Resale Contract for Single Family Homes is hereby amended by addition of the following which is incorporated in the Contract between YANIV HOZ, SANZER-OZ GALIT, Seller and \_\_\_\_\_, Purchaser, Dated \_\_\_\_\_, for the sale of Lot Number 77, Block J, Subdivision TIMBERLAWN, (Address) 8 VALERIAN CT ROCKVILLE 20852 (Street) (City) (Zip)

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:

A. The Lot which is the subject of this Contract is located within a Development and is subject to the \_\_\_\_\_ Homcowners Association.

B. 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	\$ <u>77</u>
Delinquent Fees or Assessments _____ Months	\$ _____
Other Charges Due: _____	\$ _____
Total due HOA as of _____	\$ _____
If none are delinquent, please so state. _____	

C. 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:	\$ <u>77</u>
Assessments:	\$ _____
Other Charges:	\$ _____
Total:	\$ _____

D. The name, address and phone number of the management agent for the HOA is as follows:

Name: ABARIS REALTY INCORPORATED - CLOISTERS HOA Phone: 301-468-8919  
 Address: 12009 NEBEL ST. ROCKVILLE MD 20852  
 [OR] The HOA presently does not employ a management agent. If none, please so state. \_\_\_\_\_

E. 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 so state. \_\_\_\_\_

F. The Seller has no actual knowledge of any unsatisfied judgments, or pending lawsuits against the Homeowners Association, except as noted: \_\_\_\_\_

G. The Seller has no actual knowledge of any pending claims, covenant violations actions or notices of default against the Lot, except as noted: \_\_\_\_\_

This is the MHAA Addendum to Resale Contract for Single Family House recommended by the Greater Capital Area Association of REALTORS®, Inc. This Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by REALTOR® members only. Previous edition of this Form may be used until supply is exhausted.

