

Disclosures

If you are interested in writing an offer on this lovely home, please take these disclosures.

Thank you for showing, and I look forward to working with you.

**Nimrod Shmul
Llewellyn Realtors
795 Rockville Pike
Rockville, MD 20852**

**Office: 301-424-0900 ext. 208
Cell: 301-529-8221**

**Sharon Kamberi
Office: 301-530-9512
Cell: 301-437-8323**

**Web: www.shmulcorp.com
Email: nimrod@shmulcorp.com**



MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 12175 FLAG HARBOR, GERMANTOWN, MD 20874

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 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?

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, [] Natural Gas, [X] Electric, [] Heat Pump Age, [] Other
Air Conditioning: [] Oil, [] Natural Gas, [X] Electric, [] Heat Pump Age, [] Other
Hot Water: [] Oil, [] Natural Gas, [X] 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 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

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: _____

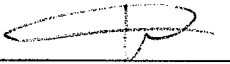
18. Are there any other material defects, including latent defects, affecting the physical condition of the property?

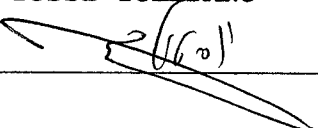
Yes No Unknown

Comments: _____

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  Date 2/24/06
NILI & YOSSI TOLEDANO

Owner  Date 2/24/06

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 _____ Date _____
NILI & YOSSI TOLEDANO

Owner _____ 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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MARYLAND LEAD PAINT DISCLOSURE AND NOTICE STATEMENT

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

RE: 12175 FLAG HARBOR, GERMANTOWN, MD 20874

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 contained in the Maryland Code, Environment Article, Sections - 6-801 et seq. (1996 Repl. Vol) (the "Maryland Lead 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 and will therefore be subject to all requirements of the Maryland Lead Act at the time of such conversion.
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 NILI & YOSSI TOLEDANO	Date	Seller	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
-------	------	-------	------

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GCAAR Form #908 - MC
(Previously form #1301 L.2)

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9/99

Llewellyn Realtors INC 795 Rockville Pike Rockville, MD 20852

Phone: (301) 424 - 0900 208 Fax:

Nimrod Shmul

FLAG HARBOR

Produced with ZiaForm™ by DE FormNet, LLC 48025 Fifteen Mile Road, Clinton Township, Michigan 48025 (300) 383-0885 www.ziaform.com



**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 12175 FLAG HARBOR
 Subdivision: _____ GUNNERS LAKE VILLAGE
 City GERMANTOWN, Maryland, Zip 20874
 From Seller NILI & YOSSI TOLEDANO
 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 _____ 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	\$	<u>55</u>
Delinquent Fees or Assessments _____ Months	\$	_____
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: _____ Phone: _____
 Address: _____

[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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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 NILI & YOSSI TOLEDANO
Seller
Date _____ Time am or pm _____

Buyer
Buyer
Date _____ Time am or pm _____

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STATE OF MARYLAND
REAL ESTATE COMMISSION

Consent for Dual Agency

(in this form, the word "seller" includes "landlord", "buyer" includes "tenant", and "purchase" or "sale" includes "lease.")

When Dual Agency May Occur

The possibility of dual agency arises when:

- > The buyer is interested in a property listed by a real estate company; and
- > The seller's agent and the buyer's agent work for that same real estate company.

Before the buyer and seller can proceed to be represented by a dual agent, they must both sign a Consent for Dual Agency. If they have previously signed a Consent for Dual Agency, they must affirm their consent for the sale of a particular property to a particular buyer.

Your Choices Concerning Dual Agency

When a dual agency situation in fact arises, the buyer and seller have the following options:

- 1. Consent in writing to dual agency.** If all parties consent in writing, the real estate company (the "dual agent") will assign one real estate agent from the company to represent the seller or landlord (the seller's "intra-company agent") and another agent from the company to represent the buyer or tenant (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as an exclusive seller's or buyer's agent, including advising their clients as to price and negotiation strategy.
- 2. Do not consent to dual agency.** If either the buyer or the seller, or landlord or tenant, refuses to consent in writing to dual agency, the real estate company must terminate the agency agreement for that particular property with either the buyer or the 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.

Important Considerations Before Making a Decision About Dual Agency

- ☞ A dual agent does not exclusively represent either the seller or buyer and there may be a conflict of interest because the interests of the seller and buyer may be different or adverse.
- ☞ As a dual agent, the real estate company does not owe undivided loyalty to either the seller or buyer.

Duties of a Dual Agent and Intra-Company Agent

Like other agents, dual agents and intra-company agents must keep confidential information about a client's bargaining position or motivations unless the client gives consent to disclose the information. For example, a dual agent or intra-company agent may not tell the other party, or the other party's agent, without consent of the client:

- >anything the client asks to be kept confidential*,
- >that the seller would accept a lower price or other terms,
- >that the buyer would accept a higher price or other terms,
- >the reasons why a party wants to sell or buy, or
- >that a party needs to sell or buy quickly.

*However, like all agents, a dual agent and intra-company agent must disclose any material facts about a property to the other party.

How Dual Agents Are Paid

Only the dual agent receives compensation on the sale of a property listed by that company.

If the financial bonus is offered to an agent who sells property that is listed with his company, this fact must be disclosed in writing to both the buyer and seller.

I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency, and that if I do not consent, there will not be a dual agency. I hereby voluntarily consent to have

LLEWELLYN REALTY INC. act as dual agent for me as the:

(Firm Name)

seller in the sale of the property at: 12175 FLAG HARBOR

buyer in the purchase of any property listed for sale with the above-referenced firm.

x _____ 2/24/06 x _____
Signature Date Signature Date

AFFIRMATION

The undersigned Seller(s) hereby affirms consent to Dual Agency:

x _____ x _____
Signature NILI & YOSSI TOLEDANO Date Signature Date

The undersigned Buyer(s) hereby affirms consent to dual agency:

Signature Date 2/24/06

Signature Date 2/24/06
12175 FLAG HARBOR
Property Location

Metropolitan Regional Information Systems, Inc.

Tax ID #: 160902744748
12175 FLAG HARBOR DR, GERMANTOWN, MD 20874-1992

MONTGOMERY
Public Record

Legal Subdivision: Gunners Lake Village Condo/Coop Name:
 Incorporated City:
 Owner Name: Josef Toledano Phone #:
 Additional: Nili Company: Absentee:Yes
Mailing Address: 16 DAIRYFIELD CT, ROCKVILLE, MD 20852-4227
 Care of Name:
 Legal Description: Impsgunners Lake Village

R
T
A

Mag/Dist #: 9 Lot: 361 Block/Square:D/
 Election District: 9 Legal Unit #:
 Section: Subdiv Ph:
 Map Suffix: Suffix:
 Historic ID: Agri Dist:
 Grid:
 Addl Parcel Flag/#:
 Parcel:
 Plat Folio: 518
 Tax Map:
 Map:EU51
 Sub Parcel:
 Plat Liber:13825
TOTAL TAX BILL \$2,602 City Tax:
 State/County Tax: \$1,421 Refuse: 195.58
 Special Tax: \$754 Homestd/Exempt Status:
 Front Foot Fee: \$231 Tax Class: 42
 Tax Levy Year: 2005
 Tax Rate: 0.81
 Exempt Class: 000
 Mult Class:

ASSESSMENT

Year Assessed	Total Tax Value	Land	Improvement	Land Use
2002	\$175,230	\$55,000	\$120,230	
2001	\$156,380	\$40,000	\$78,680	
2000	\$137,530	\$40,000	\$77,590	

DEED

Deed Liber:28869 Deed Folio: 699

Transfer Date	Price	Grantor	Grantee
16-Dec-2004	\$245,000	Ching, Raymond A & Maria L	Toledano, Josef & Nili
16-Dec-2004	\$245,000	Ching, Raymond A & Maria L	Toledano, Josef & Nili
20-Jun-2003	\$151,500	Swan, Mark E & J L	Foreclosure Real Est Services

PROPERTY DESCRIPTION

Year Built: 1988 Zoning Code: PD9 Census Tract/Block: 700819/3008
 Irregular Lot: Square Feet: 1350 Acreage: .030 Property Card #:
 Land Use: Residential
 Property Class: R Plat Liber/Folio: 13825/518

Zoning Desc: Planned Development Quality Grade: Average
 Prop Use: RESIDENTIAL
 Building Use:
 Lot Description: Xfer Devel. Right:
 Sidewalk: Site Influence:
 Pavement: Road Desc:
 Topography: Road Frontage:

STRUCTURE DESCRIPTION

Section 1 Section 2 Section 3 Section 4 Section 5

Construction

Story Type: 2B

Description

Dimensions:

Area 1152

Foundation:

Ext Wall: Siding - Alum/Viny

Stories: 2B

Units: 1

Style:

Total Building Area:

Roofing: Shingle - Composite

Year Remodeled:

of Domers:

Model/Unit Type: Townhouse Center

Living Area: 1152

Base Sq Ft: 576

Patio or Deck Type/Sqft: DECK /200.00

Balcony Type/Sqft: /

Attic Type/Sqft: /

Porch Type/Sqft: 1 Story-Open /90

Pool Type/Area: /

Roof Type:

Rooms:

Bedrooms:

Full Baths: 2

Half Baths: 1

Baths: 2.50

Fireplace Type: FRME

Bsmt Type: Not Specified

Bsmt Tot Sq Ft: 576

Bsmt Fin Sq Ft:

Bsmt Unfin Sq Ft:

Fireplaces: 1

Garage Type:

Garage Constr:

Garage Sq Ft:

Garage Spaces:

Other Rooms:

Other Amenities:

Appliances:

Gas:

Heat: Forced Air

Electric:

Water:

Air Cond: Combined System

Interior Floor:

Outbuildings:

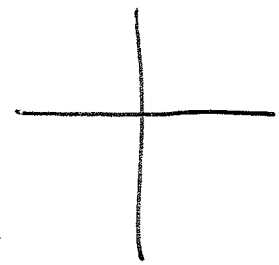
Sewer: Public

Underground:

Fuel:

Walls:

Last Updated: 11-Jan-2006





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 12175 FLAG HARBOR,
 City GERMANTOWN, State MD Zip 20874 between
 Seller NILI & YOSSI TOLEDANO 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 _____

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 _____ 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.

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 \$ _____ 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 \$ _____ 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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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.

Seller **NILI & YOSSI TOLEDANO** Date Seller Date

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

Buyer Date Buyer Date

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