

# ***Set of Disclosures***

**Thank you, for visiting:**

**1023 Mondrian Ter. Silver-Spring MD. 20904**

**If we can be of further assistance  
please call us:**

**Nimrod Shmul**

**Office: 301-424-0900 \* 208**

**Cell: 301-529-8221**

**Sharon Kamberi**

**Cell: 301-437-8323**

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

**Web: [www.shmulcorp.com](http://www.shmulcorp.com)**





## Montgomery County Jurisdictional Addendum to the Listing Agreement for Improved Real Property

Property Address: 1023 MONDRIAN TER Unit: \_\_\_\_\_

Subdivision/Project: COLESVILLE VILLAGE

City: SILVER SPRING State: MD Zip: 20904

Known as Lot (s) 60 Block/Square: B/ Tax ID# 160502379677

Parking Space(s) # \_\_\_\_\_ Storage Unit(s) # \_\_\_\_\_

Date: July 5, 2005

**1. Agency:**

**A. Agency Disclosure and Consent for Dual Agency:** Seller acknowledges that the Broker has informed Seller of his rights and obligations as defined in forms, "Understanding Whom Real Estate Agents Represent" and "Consent for Dual Agency." Copies attached hereto.

**B. Ministerial Acts:** Seller agrees that the Agent may perform ministerial acts for the Buyer. A "ministerial act" is an act where the Agent assists the Buyer to complete or fulfill a sales contract with the Seller and an act that does not involve discretion or the exercise of the Agent's own judgment.

**2. Fair Housing:** Seller acknowledges that Montgomery County and The State of Maryland require, in addition to federal protected classes, that the Property shall be made available to all persons without regard to marital status, physical/mental handicap, sexual orientation, source of income, age and ancestry.

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

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

**A.** If Buyer is not a first time Maryland home buyer\*, then such taxes shall be shared equally between Seller and Buyer, unless otherwise negotiated in the sales contract.

**B.** If Buyer is a first time Maryland home buyer\*, then all the transfer and recordation taxes shall be paid by the Seller, unless otherwise negotiated in the contract.

**C.** If Buyer is a first time Maryland home buyer\*, Maryland law states that the rate of the State Transfer Tax is reduced to ¼% of the sales price and shall be paid by the Seller.

\*Under Maryland Code §14-104, a first time Maryland home buyer is defined as a Buyer who will occupy the property as a principal residence.

**4. Maryland Non Resident Seller Transfer Withholding Tax Disclosure:** Seller acknowledges, pursuant to Section 10-912 of the Tax-Property Article, Annotated Code of Maryland, that if Seller is: 1) a non-resident individual of the State of Maryland or is 2) a non-resident entity which is not formed under the laws of the State of Maryland and is not qualified by or registered with the Maryland State

©2004 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. Previous editions of this form should be destroyed.

Department of Assessments and Taxation to do business in the State of Maryland, the deed or other instrument of writing that effects a change of ownership to the Property may not be recorded with the clerk of the court for a county or filed with the Maryland State Department of Assessments and Taxation unless payment is first made by the Seller in an amount equal to:

- a) 4.75% of the total payment to a non-resident individual(s) Seller; or
- b) 7% of the total payment to a non-resident entity Seller.

UNLESS each Seller:

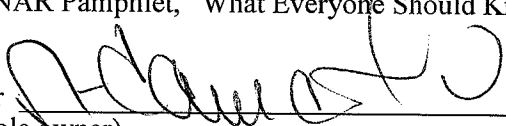
1. Certifies, in writing, under the penalties of perjury, that the Seller is a resident of the State of Maryland or is a resident entity of the State of Maryland; OR
2. Presents to the clerk of the circuit court for a county or the Maryland State Department of Assessments and Taxation a certificate issued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

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

**5. Receipt of Information and Completion of Disclosures:** Seller acknowledges Seller's receipt of and/or completion of the following disclosures and authorizes Broker to make them available to prospective purchasers:

- "Maryland Residential Property Disclosure or Disclaimer Statement"
- "Information and Disclosure of Lead-Based Paint and Lead-Based Paint Hazards"
- "Protect Your Family From Lead in Your Home"
- "Maryland Lead Paint Disclosure and Notice Statement"
- "Understanding Whom Real Estate Agents Represent"
- "Consent for Dual Agency"
- "Government Regulations, Easements and Assessments Disclosure and Addendum"
- "Inclusions/Exclusions Disclosure"
- NAR Pamphlet, "What Everyone Should Know About Equal Opportunity in Housing"

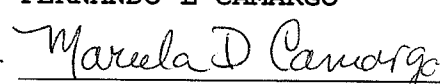
Seller/Owner \_\_\_\_\_  
(indicate if sole owner)



**FERNANDO L CAMARGO**

Date July 5, 2005

Seller/Owner \_\_\_\_\_



**MARIELA D CAMARGO**

Date July 5, 2005

©2004 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. 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 1023 MONDRIAN TER,  
 City SILVER SPRING, State MD Zip 20904 between  
 Seller FERNANDO L CAMARGO, MARIELA D CAMARGO 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.

\_\_\_\_\_  
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.**

©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 MSB 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.

MSB  
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.

©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.

**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 \_\_\_\_\_.

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.

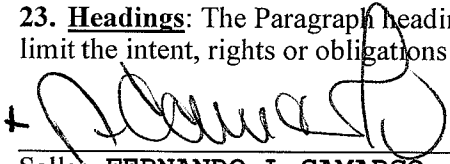
**District of Columbia**

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.

+  7/5/05  
Seller **FERNANDO L CAMARGO** Date

\*  7/5/05  
Seller **MARIELA D CAMARGO** Date

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

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Buyer Date



STATE OF MARYLAND  
REAL ESTATE COMMISSION

## Understanding Whom Real Estate Agents Represent

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

### Agents Who Represent the Seller

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

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

### Agents Who Represent the Buyer

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

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

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

### Dual Agents

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

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

Form # 1301G.1

1/99

Llewellyn Inc., Realtors 795 Rockville Pike Rockville MD 20852-  
Phone: (301)424-0900 Fax: (301)424-9290 Nimrod Shmul - Llewellyn Realt

Camargo-Mondri

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035, (800) 383-9805 [www.zipform.com](http://www.zipform.com)

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

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

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

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

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

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

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

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

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

that Hewelllyn (firm name)

And Nimrod Shmul (salesperson) are working as:

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

[Signature] Date 7/5/05

Marela D Camargo 7/5/05  
Signature Date

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

Signature of agent Date

Name of individual to whom disclosure was made

Name of individual to whom disclosure was made



**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 FERNANDO L CAMARGO, MARIELA D CAMARGO, Seller and \_\_\_\_\_, Purchaser, Dated \_\_\_\_\_, for the sale of Lot Number 60, Block B/, Subdivision COLESVILLE VILLAGE, (Address) 1023 MONDRIAN TER (Street) SILVER SPRING (City) 20904 (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 \_\_\_\_\_ Homeowners 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	\$ _____
Delinquent Fees or Assessments <u>59</u> 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: \$ _____
Assessments: \$ _____
Other Charges: \$ _____
Total: \$ _____
- D. 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 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.

- H. Attached to this Addendum is a copy of:
- (1) 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
  - (2) 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.
- I. The obligations described in subparagraphs H(1) and (2) above are enforceable against an owner and the owner's tenants, if applicable.
- J. 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 Purchaser 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 Purchaser.
- K. **NOTICE TO SELLER:** 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.
- L. 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. The Seller is required to provide the Purchaser 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 Purchaser may, within three (3) calendar days following receipt by the Purchaser of such amendment which adversely affects the Purchaser, cancel in writing the contract subject to the provisions of §11B-108 of the Maryland Homeowners Association Act.
- M. THE PURCHASER HEREBY ACKNOWLEDGES RECEIPT OF THE FOREGOING DISCLOSURES AND COPIES OF ALL DOCUMENTS DESCRIBED IN SECTION H HEREOF.
- N. THE DOCUMENTS WERE PROVIDED BY AND ALL INFORMATION HEREIN WAS COMPLETED BY THE SELLER.

  
 Seller **FERNANDO L CAMARGO**

\_\_\_\_\_  
 Purchaser

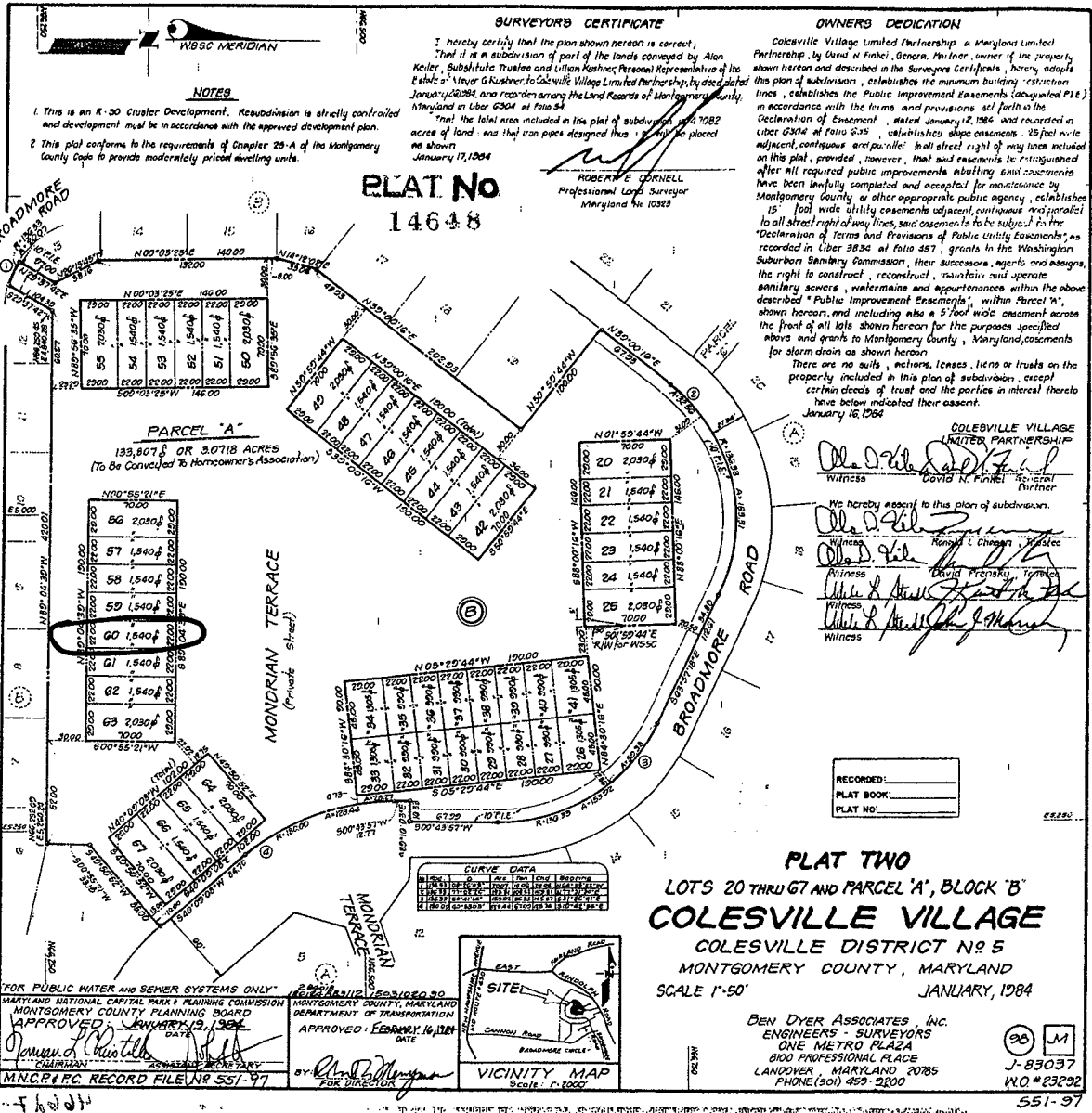
\_\_\_\_\_  
 Seller **MARIELA D CAMARGO**

\_\_\_\_\_  
 Purchaser

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

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

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.



**SURVEYORS CERTIFICATE**

**OWNERS DEDICATION**

I hereby certify that the plan shown hereon is correct, that it is a subdivision of part of the lands conveyed by Alan Keller, Substitute Trustee and Wilton Kuhns, Personal Representatives of the Estate of Victor G. Kuhns to Colesville Village Limited Partnership, by deed dated January 12, 1984, and recorded among the Land Records of Montgomery County, Maryland in Liber 6304 at folio 54. That the total area included in this plat of subdivision is 3.0782 acres of land, and that the lot lines designed thereon shall be placed as shown January 17, 1984.

Colesville Village Limited Partnership a Maryland Limited Partnership, by David N. Finckel, General Partner, owner of the property shown hereon and described in the Surveyors Certificate, hereon, adopts this plan of subdivision, establishes the minimum building setback lines, establishes the Public Improvement Assessments (designated PIA) in accordance with the terms and provisions set forth in the Declaration of Easement, dated January 12, 1984 and recorded in Liber 6304 at folio 54, establishes slope easements, 25 foot wide adjacent, contiguous easements, 15 foot wide utility easements on this plat, provides, however, that said easements be extinguished after all required public improvements including said easements have been lawfully completed and accepted for maintenance by Montgomery County or other appropriate public agency, establishes 15' foot wide utility easements adjacent, contiguous and parallel to all street right of way lines, said easements to be subject to the Declaration of Terms and Provisions of Public Utility Easements, as recorded in Liber 6304 at folio 57, grants in the Washington Suburban Sanitary Commission, their successors, heirs and assigns, the right to construct, reconstruct, maintain and operate sanitary sewers, watermain and appurtenances within the above described Public Improvement Easements, within Parcel A, shown hereon, and including also a 5' foot wide easement across the front of all lots shown hereon for the purposes specified above and grants to Montgomery County, Maryland, easements for storm drain as shown hereon. There are no suits, actions, leases, liens or trusts on the property included in this plan of subdivision, except certain deeds of trust and the parties in interest thereof have below indicated their assent.

**PLAT No 14648**

ROBERT E. CORNELL  
Professional Land Surveyor  
Maryland No. 10383

- NOTES**
1. This is an R-30 Cluster Development. Re-subdivision is strictly controlled and development must be in accordance with the approved development plan.
  2. This plat conforms to the requirements of Chapter 28-A of the Montgomery County Code to provide moderately priced dwelling units.

**PARCEL "A"**  
133,807 S. OR 3.0718 ACRES  
(To Be Conveyed To Homeowners Association)

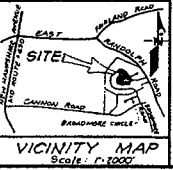
**COLESVILLE VILLAGE LIMITED PARTNERSHIP**  
Witness: David N. Finckel, General Partner  
We hereby assent to this plan of subdivision.  
Witness: David N. Finckel, General Partner  
Witness: [Signature]  
Witness: [Signature]  
Witness: [Signature]

RECORDED:  
PLAT BOOK:  
PLAT NO.:

**PLAT TWO**  
LOTS 20 THRU 67 AND PARCEL "A", BLOCK "B"  
**COLESVILLE VILLAGE**  
COLESVILLE DISTRICT NO 5  
MONTGOMERY COUNTY, MARYLAND  
SCALE 1"=50' JANUARY, 1984

FOR PUBLIC WATER AND SEWER SYSTEMS ONLY  
MONTGOMERY COUNTY PLANNING COMMISSION  
MONTGOMERY COUNTY PLANNING BOARD  
APPROVED: JANUARY 12, 1984  
DATE: [Signature]  
SECRETARY

MONTGOMERY COUNTY, MARYLAND  
DEPARTMENT OF TRANSPORTATION  
APPROVED: FEBRUARY 16, 1984  
DATE: [Signature]  
FOR DIRECTOR



**BEN DYER ASSOCIATES, INC.**  
ENGINEERS - SURVEYORS  
ONE METRO PLAZA  
800 PROFESSIONAL PLACE  
LANDOVER, MARYLAND 20785  
PHONE (301) 455-2200

J-83037  
NO. 23232  
551-97