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**Set of Disclosures - 11117 Whisperwood Lane,  
Bethesda North, Maryland 20852**

**Dear agent and prospective buyer/s,**

**Enclosed please find a set of disclosures for the  
sale of the property. (25 PAGES)**

**Should you have any question please do not  
hesitate to call us at (301) 424 0900 ext. 208**

**You are also invited to visit the property's web-  
page: [www.shmulcorp.com/whisperwood](http://www.shmulcorp.com/whisperwood) .**

**Thanks for visiting/showing,**

**The Shmul Team  
Llewellyn Realtors, INC.**



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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 11117 WHISPERWOOD LANE, ROCKVILLE, MD 20852

Legal Description: LOT: 7, BLOCK: 18, SUBDIVISION: TILDEN WOODS

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? ~ 2 MONTHS

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

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

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Please indicate your actual knowledge with respect to the following:

- 1. Foundation: Any settlement or other problems?  Yes  No  Unknown  
Comments: \_\_\_\_\_
- 2. Basement: Any leaks or evidence of moisture?  Yes  No  Unknown  Does Not Apply  
Comments: \_\_\_\_\_
- 3. Roof: Any leaks or evidence of moisture?  Yes  No  Unknown  
Type of Roof: \_\_\_\_\_ Age \_\_\_\_\_  
Comments: \_\_\_\_\_  
Is there any existing fire retardant treated plywood?  Yes  No  Unknown  
Comments: \_\_\_\_\_
- 4. Other Structural Systems, including exterior walls and floors:  
Comments: \_\_\_\_\_  
Any defects (structural or otherwise)?  Yes  No  Unknown  
Comments: \_\_\_\_\_
- 5. Plumbing System: Is the system in operating condition?  Yes  No  Unknown  
Comments: \_\_\_\_\_
- 6. Heating Systems: Is heat supplied to all finished rooms?  Yes  No  Unknown  
Comments: \_\_\_\_\_  
Is the system in operating condition?  Yes  No  Unknown  
Comments: \_\_\_\_\_
- 7. Air Conditioning System: Is cooling supplied to all finished rooms?  Yes  No  Unknown  Does Not Apply  
Comments: \_\_\_\_\_  
Is the system in operating condition?  Yes  No  Unknown  Does Not Apply  
Comments: \_\_\_\_\_
- 8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?  
 Yes  No  Unknown  
Comments: \_\_\_\_\_  
Will the smoke detectors provide an alarm in the event of a power outage?  Yes  No  Does Not Apply  
Comments: \_\_\_\_\_
- 9. Septic Systems: Is the septic system functioning properly?  Yes  No  Unknown  Does Not Apply  
When was the system last pumped? Date \_\_\_\_\_  
Comments: \_\_\_\_\_
- 10. Water Supply: Any problem with water supply?  Yes  No  Unknown  
Comments: \_\_\_\_\_  
Home water treatment system:  Yes  No  Unknown  
Comments: \_\_\_\_\_  
Fire sprinkler system:  Yes  No  Unknown  Does Not Apply  
Comments: \_\_\_\_\_  
Are the systems in operating condition?  Yes  No  Unknown  
Comments: \_\_\_\_\_
- 11. Insulation:  
In exterior walls?  Yes  No  Unknown  
In ceiling/attic?  Yes  No  Unknown  
In any other areas?  Yes  No  Unknown  
Where? \_\_\_\_\_  
Comments: \_\_\_\_\_
- 12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?  
 Yes  No  Unknown  
Comments: \_\_\_\_\_  
Are gutters and downspouts in good repair?  Yes  No  Unknown  
Comments: \_\_\_\_\_

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

Comments: \_\_\_\_\_  
Any treatments or repairs?  Yes  No  Unknown  
Any warranties?  Yes  No  Unknown

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.

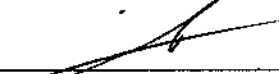
Comments: \_\_\_\_\_

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 July 19, 2006  
NIMROD SEMUL

Owner \_\_\_\_\_ Date \_\_\_\_\_

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 \_\_\_\_\_  
NIMROD SEMUL

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

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10/05

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# MARYLAND LEAD PAINT DISCLOSURE AND NOTICE STATEMENT

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

RE: 11117 WHISPERWOOD LANE, ROCKVILLE, MD 20852

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.

\_\_\_\_\_ 07/19/2006 \_\_\_\_\_  
 Seller NIMROD SHMUL 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.

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

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GCAAR Form #908 - MC Page 1 of 1 9/99

(Previously form #1301 L2)  
 LLEWELYN 795 ROCKVILLE PIKE, ROCKVILLE MA 20852  
 Phone: 301 424 0900 Fax: Realtor WHISPERWOOD.

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### Lead Paint - Federal Disclosure

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

RE: 11117 WHISPERWOOD LANE, ROCKVILLE, MD 20852

Property Address

#### LEAD WARNING STATEMENT

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

#### SELLER'S/LANDLORD'S DISCLOSURE (initial)

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

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

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

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

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

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

#### PURCHASER'S/TENANT'S ACKNOWLEDGMENT (initial)

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

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

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

\_\_\_\_ (f) Purchaser has (check one below):

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

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

#### AGENT'S ACKNOWLEDGMENT (initial)

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

#### CERTIFICATION OF ACCURACY

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

NIMROD SHMUL 07/19/2006 Date Seller/Landlord Date Buyer/Tenant

\_\_\_\_ Date Seller/Landlord Date Buyer/Tenant

NIMROD SHMUL 07/19/2006 Date Agent Date

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INCLUSIONS/EXCLUSIONS DISCLOSURE AND ATTACHMENT TO LISTING AGREEMENT

PROPERTY ADDRESS 11117 WHISPERWOOD LANE, ROCKVILLE, MD 20852

FOR USE WITH REGIONAL CONTRACT

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

Grid of inclusion/exclusion items for regional contract with checkboxes for Yes/No.

ADDITIONAL INCLUSIONS (SPECIFY):
ADDITIONAL EXCLUSIONS (SPECIFY):

WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING: (Check all that apply)
Water Supply: Public, Well, Hot Water: Oil, Gas, Elec, Other
Sewage Disposal: Public, Septic # BR, Air Conditioning: Oil, Gas, Elec, Heat Pump, Other
Heating: Oil, Gas, Elec, Heat Pump, Other

FOR USE WITH MAR CONTRACT

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

Grid of inclusion/exclusion items for MAR contract with checkboxes for Yes/No.

ADDITIONAL INCLUSIONS (SPECIFY):
ADDITIONAL EXCLUSIONS (SPECIFY):

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

Seller signature line, Date 07/19/2006, Seller, Date



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### 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 11117 WHISPERWOOD LANE,  
City ROCKVILLE, State MD Zip 20852 between  
Seller NIMROD SHMUL 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.

#### I. 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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GCAAR Form # 900 - REA Disclosure  
(Previously form # 1302)

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05/2003

LLEWELLYN 795 ROCKVILLE PIKE, ROCKVILLE MA 20852  
Phone: 301 424 0900 Fax: \_\_\_\_\_ Realtor

WHISPERWOOD.

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"D9"

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): NS 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.

NS 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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"D11"

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 \$ 6,133.75 and  is or  is not included in the Property's tax bill.

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

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

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

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

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

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

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

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**19. Tax Benefit Programs:** The Property might currently be under a tax benefit program that has deferred taxes due on transfer or may require a legally binding commitment from Buyer to remain in the program, such as, but not limited to:

A. **Forest Conservation and Management Program (FC&MP):** Buyer is hereby notified that a property under a Maryland Forest Conservation Management Agreement (FCMA) could be subject to recapture/deferred taxes upon transfer. Is the Property under FCMA?  Yes  No. If yes, taxes assessed shall be paid by the \_\_\_\_\_.

B. **Agricultural Program:** Is the Property subject to agricultural transfer taxes?  Yes  No. If yes, taxes assessed as a result of the transfer shall be paid by \_\_\_\_\_.

C. **Other Tax Benefit Programs:** Does the Seller have reduced property taxes from any government program.  Yes  No. If yes, explain: \_\_\_\_\_.

**20. Moderately-Priced Dwelling Unit:** Is the Property part of the Moderately-Priced Dwelling Unit Program in Montgomery County?  Yes  No. In City of Rockville?  Yes  No. If yes to either question, Seller to indicate month and year of initial offering: \_\_\_\_\_. If initial offering is after March 20,1989, the prospective Buyer and Seller should contact the appropriate jurisdictional agency to ascertain the legal buying and selling restrictions on the Property.

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

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

**Montgomery County**

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

**Prince George's County**

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

**Frederick County**

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

**Carroll County**

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

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STATE OF MARYLAND  
REAL ESTATE COMMISSION

## 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.

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### 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 REALTORS INC act as dual agent for me as the:  
(Firm Name)

seller in the sale of the property at: 11117 WHISPERWOOD LANE

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

	07/19/2006		Date
Signature <u>NEMROD SEMUL</u>	Date	Signature	Date

### AFFIRMATION

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

	07/19/2006		Date
Signature <u>NEMROD SEMUL</u>	Date	Signature	Date

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

		<u>11117 WHISPERWOOD LANE</u>	
Signature	Date	Property Location	

Signature	Date



STATE OF MARYLAND  
REAL ESTATE COMMISSION

"D16"

## 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 795 ROCKVILLE PIKE, ROCKVILLE MA 20852  
Phone: 301 424 0900 Fax: Realtor

WHISPERWOOD.

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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 LLEWELLYN REALTORS INC (firm name)

And NIMROD SEMUL (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)

<u>Signature</u>	<u>Date</u>	<u>Signature</u>	<u>Date</u>
------------------	-------------	------------------	-------------

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.

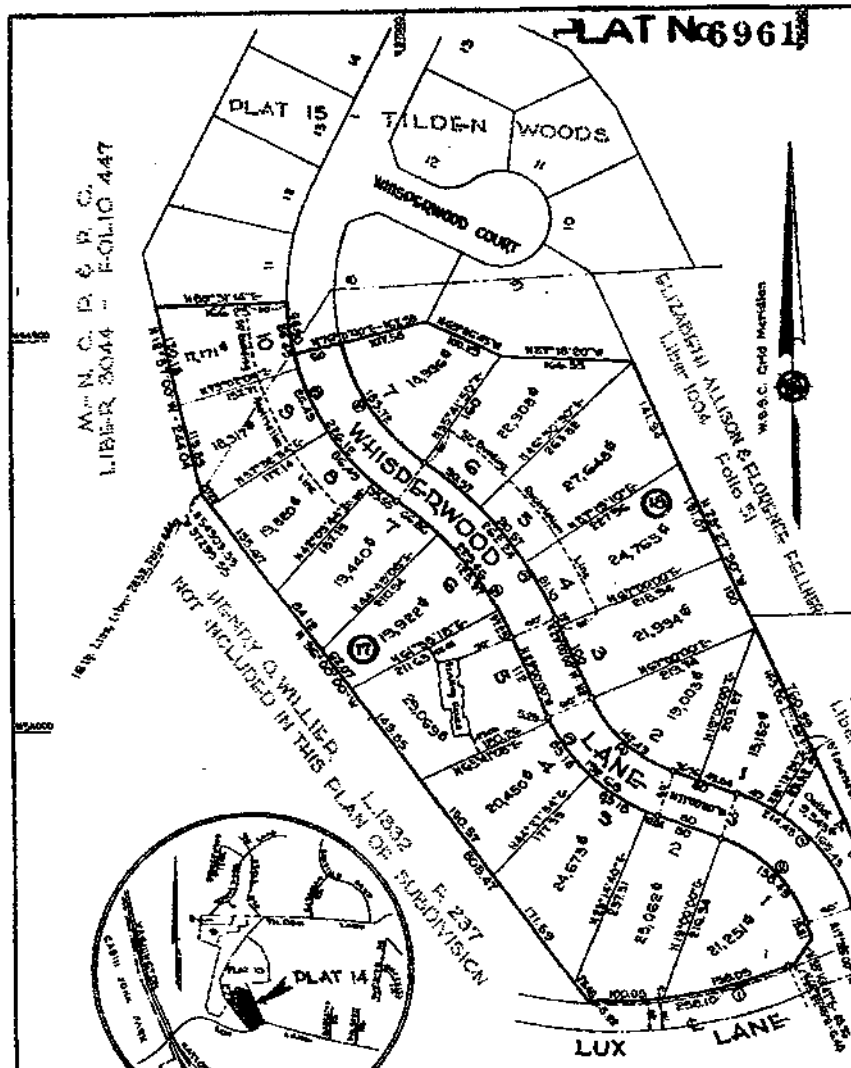
Signature of agent Date

Name of individual to whom disclosure was made

Name of individual to whom disclosure was made

# PLAT No 6961

M. N. C. O. & P. C.  
LIBER 3044 - FOLIO 447



Curve Data						
Lot No.	Radius	Chord	Area	Length	Chord	Out Bearing
17	120.00	117.18	12,569.7	124.62	122.58	N 80° 18' 00" W
2	120.00	117.18	12,569.7	124.62	122.58	N 81° 30' 00" W
3	120.00	117.18	12,569.7	124.62	122.58	N 82° 42' 00" W
4	120.00	117.18	12,569.7	124.62	122.58	N 83° 54' 00" W
5	120.00	117.18	12,569.7	124.62	122.58	N 85° 06' 00" W
6	120.00	117.18	12,569.7	124.62	122.58	N 86° 18' 00" W
7	120.00	117.18	12,569.7	124.62	122.58	N 87° 30' 00" W
8	120.00	117.18	12,569.7	124.62	122.58	N 88° 42' 00" W
9	120.00	117.18	12,569.7	124.62	122.58	N 89° 54' 00" W
10	120.00	117.18	12,569.7	124.62	122.58	N 91° 06' 00" W
11	120.00	117.18	12,569.7	124.62	122.58	N 92° 18' 00" W
12	120.00	117.18	12,569.7	124.62	122.58	N 93° 30' 00" W
13	120.00	117.18	12,569.7	124.62	122.58	N 94° 42' 00" W
14	120.00	117.18	12,569.7	124.62	122.58	N 95° 54' 00" W
15	120.00	117.18	12,569.7	124.62	122.58	N 97° 06' 00" W
16	120.00	117.18	12,569.7	124.62	122.58	N 98° 18' 00" W

### Owners' Dedication

We, Herman Greenberg and Morton Fanger, owners of the property shown and described herein, hereby adopt this plan of subdivision, establishing the maximum building restriction lines except as otherwise shown herein, dedicate the streets to public use and grant to Montgomery County, Maryland, slope easements 20' wide on all lots and outside included in this plan, adjacent, contiguous and parallel to the street lines shown herein. Slope easements granted herein shall be extinguished after all required public improvements abutting said easements have been lawfully completed and have been accepted for maintenance by Montgomery County, Maryland or other appropriate public agency.

There are no easements, options of sale, leases, liens, mortgages, trusts, easements or rights-of-way affecting the property included in this plan of subdivision except certain deeds of trust and all parties in interest therein have hereto affixed their signatures indicating their consent to this plan of subdivision.

The easements established herein are for the construction, operation and maintenance of street drains.  
 January 21, 1963  
 Herman Greenberg  
 Morton Fanger

We consent to this plan of subdivision:  
 Charles Mitchell  
 Charles Mitchell, Trustee  
 Charles Mitchell, Trustee  
 Charles Mitchell, Trustee

### Surveyor's Certificate

I hereby certify that the plan shown herein is correct; that it is a subdivision of a part of the lands as conveyed in the following conveyances:  
 1. Community Builders, Inc. to Herman Greenberg and Morton Fanger, joint tenants, by deed dated July 6, 1961 and recorded in Liber 2862 of Folio 570.  
 2. Henry O. and Margaret T. Wiler to Herman Greenberg and Morton Fanger, joint tenants, by deed dated February 7, 1963 and recorded in Liber 3067 of Folio 253, all among the Land Records of Montgomery County, Maryland.  
 The total area included on this plat is 10.0965 Acres and the area dedicated to public use is 1.4060 Acres or 64,703 square feet.

January 21, 1963  
 Thomas G. Oyster  
 Registered Land Surveyor, M.D. 1662

R-R DENSITY CONTROL DEVELOPMENT  
 RESUBDIVISION STRICTLY CONTROLLED

FILED  
 MAR 13 1963

## Plat 14 Tilden Woods

Election District 4 - Montgomery County, Maryland  
 Scale: 1" = 100'  
 January, 1963  
**Thomas G. Oyster & Associates, Inc.**  
 Civil Engineers • Land Diagrams • Land Surveyors  
 2419 Reddie Drive • Wheaton, Maryland • 343-8041

Maryland-National Capital Park and Planning Commission  
 Montgomery County Planning Board  
 APPROVED *[Signature]*  
 Secretary

Montgomery County, Maryland  
 Department of Public Works  
 APPROVED *[Signature]*  
 As to road and street grades

D19

# Llewellyn, Realtors®

## Affiliated Business Arrangement Disclosure Statement—Seller

### NOTICE

To: NIMROD SHMAL  
(Seller)

Property: \_\_\_\_\_

From: Llewellyn, Realtors®

Date: \_\_\_\_\_

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

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

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

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

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

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

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

Seller \_\_\_\_\_ Date 7/19/02

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

Seller \_\_\_\_\_ Date \_\_\_\_\_





"D20"

**Addendum of Clauses**  
**FOR USE WITH EITHER THE MARYLAND ASSOCIATION OF REALTORS® (MAR) RESIDENTIAL CONTRACT OF SALE**  
**OR THE REGIONAL SALES CONTRACT**

The Contract of Sale dated \_\_\_\_\_, Address 11117 WHISPERWOOD LANE  
City ROCKVILLE, State MD Zip 20852 between  
Seller NIMROD SHMUL and  
Buyer \_\_\_\_\_

is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

**It is expressly provided that only the numbered paragraphs which are checked and initialed by all Parties shall be made a part of said contract. TIME IS OF THE ESSENCE WITH REGARD TO EACH PROVISION OF THIS ADDENDUM WHICH CONTAINS TIMEFRAMES.**

**1. HOME INSPECTION CONTINGENCY.** This Contract is contingent until 9 p.m. on the \_\_\_\_\_ Day after the Date of Ratification ("Deadline") for inspections of the property, not including radon or lead-based paint inspections, which require separate contingencies, by the Buyer, a home inspection firm and/or other representative(s) at the Buyer's discretion and expense. The Seller will have all utilities in service at the time of inspection(s). This contingency will terminate at the Deadline unless by the Deadline the Buyer Delivers to the Seller either A or B:

**A.** A copy of the report(s) from the inspection(s) of the property together with a Home Inspection Notice (see GCAAR Home Inspection Notice) listing home inspection conditions or items that the Buyer requires the Seller to repair, and/or stipulating a dollar credit, as allowed by the lender, to be paid at settlement by the Seller toward the Buyer's charges to buy the property.

If the Seller elects not to perform in accordance with the Home Inspection Notice or makes another offer, the Seller will Deliver notice to the Buyer of such decision within 3 Days after Delivery of the Home Inspection Notice.

Within 3 Days after Delivery of a notice from the other party, the other party may:

- (i) Deliver notice accepting the terms contained in the other party's notice; or
- (ii) Deliver notice continuing negotiations by making another offer; or
- (iii) Deliver notice that this Contract will become void at 9 p.m. on the 3rd Day following Delivery, unless the recipient Delivers to the other party Notice of the acceptance of the last Delivered offer prior to that date and time, in which case this Contract will remain in full force and effect.

Failure of either party to respond within 3 Days after Delivery of Notice from the other party will result in acceptance by both parties of the terms of the most recent Notice.

**B.** Notice declaring this Contract void.

**2. GENERAL INSPECTION CONTINGENCY.** This Contract is contingent until 9 p.m. on the \_\_\_\_\_ Day after the Date of Ratification ("Deadline") for satisfactory inspections of the property by the Buyer, a home inspection firm and/or other representative(s) at the Buyer's discretion and expense. The Seller will have all utilities in service at the time of inspection(s). In the event of an unsatisfactory inspection, as determined by Buyer in his sole discretion, Buyer may, by Notice to Seller, declare this contract null and void in which case Buyer's deposit shall be refunded in full. In the event such Notice is not given by the Deadline, this contract will remain in full force and effect.

**3. "AS IS" PROPERTY CONDITION.** The Property, including but not limited to electrical, plumbing, heating, air conditioning, equipment and fixtures ("the Property"), is sold and shall be delivered in "As Is" physical condition, to be determined as of the \_\_\_\_\_ Date of Ratification, \_\_\_\_\_ the Date of the Home Inspection or \_\_\_\_\_ (other) \_\_\_\_\_.

The Seller makes no representation or warranty, express or implied, as to the condition of the Property or any equipment or System contained therein. All clauses in this Contract pertaining to Property condition, termites or compliance with city, state or county regulations are hereby deleted from this Contract. Smoke detectors will be installed as required by the laws or regulations of the appropriate jurisdiction. The property shall be delivered free and clear of trash and debris and broom clean.

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4. **RADON INSPECTION CONTINGENCY.** This Contract is contingent until 9 p.m. on the \_\_\_\_\_ Day after the Date of Ratification ("Deadline") to allow the Buyer, at the Buyer's discretion and expense, to have the property inspected for the presence of radon by a Testing Firm listed with the U.S. Environmental Protection Agency ("EPA"), National Radon Safety Board ("NRSB"), or the National Environmental Health Association ("NEHA") using an EPA approved testing method. **Testing device to be placed and retrieved by an EPA, NRSB or NEHA listed technician or their authorized subcontractor.** This contingency will terminate at the Deadline unless by the Deadline, the Buyer Delivers to the Seller a copy of the radon testing report which confirms the presence of radon that equals or exceeds the action level established by the EPA together with either A or B:

A. Radon Testing Notice requiring the Seller at Seller's expense prior to settlement to remediate the radon condition by contracting with an EPA, NRSB or NEHA listed remediation firm to reduce the presence of radon below the action level established by the EPA and to provide Buyer written verification that the required remediation has been performed.

If the Seller elects not to perform in accordance with the Radon Testing Notice or makes another offer, the Seller will Deliver notice to the Buyer of such decision within 3 Days after Delivery of the Radon Testing Notice.

Within 3 Days after Delivery of a notice from one party, the other party may:

- (i) Deliver notice accepting the terms contained in the other party's notice; or
- (ii) Deliver notice continuing negotiations by making another offer; or
- (iii) Deliver notice that this Contract will become void at 9 p.m. on the 3rd Day following Delivery, unless the recipient delivers to the other party notice of the acceptance of the last Delivered offer prior to that date and time, in which case this Contract will remain in full force and effect.

Failure of either party to respond within 3 Days after Delivery of a Notice from the other party will result in acceptance by both parties of the terms of the most recent notice.

B. Notice declaring this Contract void.

5. **LEAD-BASED PAINT INSPECTION CONTINGENCY** This Contract is contingent until 9 p.m. on the \_\_\_\_\_ Day after the Date of Ratification (**must be 10 days or such other period as shall be mutually agreeable to the Buyer and Seller**) ("Deadline") to allow Buyer, at Buyer's discretion and expense, to have a risk assessment or inspection of the interior and exterior of the subject property for the presence of lead paint and/or lead-based paint hazards ("Inspection"). Such Inspection shall be performed by an individual certified by the Maryland Department of the Environment ("MDE"), for Maryland properties, or the DC Department of Health Lead Based Paint Program, for DC Properties, to conduct such assessment or inspection ("Certified Inspector"). This contingency will terminate at the Deadline unless by the Deadline, Buyer Delivers to Seller a copy of the risk assessment report or inspection report which reveals conditions for which the Certified Inspector recommends corrective action together with either A or B.

A. Lead-Based Paint Testing Notice identifying specific lead based paint hazards and requiring Seller at Seller's expense prior to settlement to perform requisite corrective action to abate such lead based paint hazards. In the event Seller agrees to have the corrective action performed, Seller shall furnish, not later than the date of settlement, a written certification by a Certified Inspector demonstrating that the specified conditions have been remedied.

If Seller elects not to perform in accordance with the Lead Based Paint Notice or makes another offer, Seller will Deliver notice to Buyer of such decision within 3 Days after Delivery of the Lead Based Paint Notice.

Within 3 Days after Delivery of a notice from one party, the other party may:

- (i) Deliver notice accepting the terms contained in the other party's notice; or
- (ii) Deliver notice continuing negotiations by making another offer; or
- (iii) Deliver notice that this Contract will become void at 9 p.m. on the 3rd Day following Delivery, unless the recipient delivers to the other party notice of the acceptance of the last Delivered offer prior to that date and time, in which case this Contract will remain in full force and effect.

Failure of either party to respond within 3 Days after Delivery of a Notice from the other party will result in acceptance by both parties of the terms of the most recent notice.

B. Notice declaring this Contract void.

6. **POST SETTLEMENT AIR CONDITIONING AND/OR SWIMMING POOL INSPECTION CONTINGENCY**  
These provisions shall apply to the following system(s) (the "System") (check appropriate system(s)):  
 the Air Conditioning System; and/or  the Swimming Pool System (defined as the swimming pool and related equipment, including the structural integrity of the swimming pool).

Due to weather conditions, the System located at the Property cannot be adequately tested to ensure that it is in compliance with the Equipment, Maintenance and Condition paragraph or the Condition of Property and Possession paragraph, as applicable, of the Sales Contract and this Addendum (the "Required Condition"). Buyer and Seller agree that Buyer shall, at his expense, make an inspection of the System at the earliest practicable date, consistent with the weather conditions, but in no event later than the May 31 following ratification (the "Final Inspection Date"). Seller's agreement that the System will be in the Required Condition at the time of settlement or occupancy, whichever occurs first, is hereby extended through the date of the inspection of the System, but in no event later than the Final Inspection Date.

Buyer shall give Notice to Seller of the date and time on which the inspection is to be made, and Seller shall have the option of being present or represented at said inspection. The inspection shall be conducted by a heating and air conditioning technician, or pool service company, as appropriate, licensed in the jurisdiction in which the Property is located. **Buyer agrees not to attempt to operate the System prior to the scheduled date for the inspection. In the event Buyer attempts to operate the System prior to said inspection, then any warranty hereunder, express or implied, by Seller, shall be deemed to be null and void.**

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In the event that the aforesaid inspection shows the System to be in the Required Condition, then Seller's obligations hereunder with respect to the System shall be deemed fulfilled. In the event that the aforesaid inspection shows the System not to be in the Required Condition, Buyer shall provide Notice of same to Seller no later than the Final Inspection Date, in which event Seller shall be responsible for the actual cost necessary to place the System in the Required Condition. All remedial action taken hereunder shall be performed in a good and workmanlike manner by a heating and air conditioning contractor or pool service company, as appropriate, selected by Seller who is licensed in the jurisdiction in which the Property is located, and shall be completed within 10 days after Buyer's Notice to Seller ("Seller's Timeframe"). Buyer shall make the Property available at reasonable times for the completion of such work. In the event that the System is not in the Required Condition by the expiration of Seller's Timeframe, Buyer shall be irrevocably authorized to have the required remedial action performed by a contractor meeting the aforesaid qualifications. Upon completion of the remedial action, but no later than 10 days following the expiration of Seller's Timeframe ("Buyer's Timeframe"), Buyer shall provide a Notice to Seller including a copy of the contractor's invoice and instructions as to whether the amount shown in said invoice shall be paid directly to said contractor or to Buyer as a reimbursement for covered expenses. Upon receipt of said Notice, Seller shall immediately make payment as instructed in the Notice.

In the event that any Notice required to be given in this Addendum is not given within the timeframe specified, then Seller's obligations hereunder with respect to the System shall be deemed fulfilled.

7. **SELLER'S CREDIT(S) TO BUYER (For use with the MAR contract).** In addition to any other amount(s) the Seller has agreed to pay under other provisions of this Contract, the Seller shall credit the Buyer at time of settlement with the sum of \$ \_\_\_\_\_ towards Buyer's settlement costs. It is the Buyer's responsibility to confirm with his lender, if applicable, that the entire credit provided for herein may be utilized. **If lender prohibits the Seller from payment of any portion of this credit, then said credit shall be reduced to the amount allowed by the lender.**

8. **HOLDING DEPOSIT CHECK.** It is understood and agreed by all Parties that the Buyer has instructed the Escrow Agent to hold and not deposit the above described deposit check until \_\_\_\_\_ Days after Ratification at which time said check shall be deposited by the Broker.

9. **INTEREST-BEARING ACCOUNT DEPOSIT.** The Parties hereto agree and authorize \_\_\_\_\_, Escrow Agent, to place the deposit in an interest-bearing escrow account. Interest shall accrue and be payable to the Buyer at time of settlement. In order to establish an Interest Bearing Account, the Buyer understands that a completed W-9 form and a copy of a government issued photo ID must be given to the Escrow Agent. A Processing fee of \$ \_\_\_\_\_ shall be charged to the party receiving the interest by the above Escrow Agent for this service. In the event of a forfeiture of deposit, and interest accrued shall be payable to the Seller.

10. **APPRAISAL CONTINGENCY.** This Contract IS CONTINGENT until 9 p.m. on the \_\_\_\_\_ day after the Date of Ratification ("Deadline") for Buyer to obtain a written appraisal valuation of the property (hereinafter "Appraisal") certifying the value of the property to be no less than the sales price (Check with your lender to confirm that the Appraisal will be completed by the Deadline). If Buyer is obtaining financing, the Lender shall select the Appraiser. If this is a cash sale, the Buyer shall select the Appraiser. The Appraiser shall be licensed to perform appraisals in the jurisdiction in which the property is located. Seller shall make the property available for inspection by such Appraiser.

In the event that the Appraisal is lower than the Sales Price, the Buyer has the option of proceeding with this Contract at the stated Sales Price without regard to the Appraisal. However, should the Buyer decline to proceed with this Contract at the state Sales Price (due to the Appraisal being lower than the stated Sales Price), Buyer shall deliver to Seller, by the Deadline, a Notice (See GCAAR Buyer's Appraisal Notice), requesting that the sales price be reduced to a specified lower amount of not less than the appraised value, together with a copy of the written Appraisal ("Buyer's Appraisal Notice").

Should Buyer fail to deliver Buyer's Appraisal Notice by the Deadline, Buyer's Appraisal Contingency will continue, unless Seller at Seller's option, prior to Seller's receipt of the Buyer's Appraisal Notice, gives Notice to Buyer that the Deadline has passed and the Contingency will EXPIRE. If Seller Delivers such Notice this Contingency will EXPIRE at 9 p.m. on the third day following Delivery of Seller's Notice, unless prior to that date and time Buyer delivers Buyer's Appraisal Notice. If this Contingency expires pursuant to the terms of this paragraph, this contract will remain in full force and effect.

All Notices (under this Appraisal Contingency) delivered subsequent to the delivery of the Buyer's Appraisal Notice shall be treated as follows:

**WITHIN 3 DAYS AFTER NOTICE DELIVERY FROM ONE PARTY, THE OTHER PARTY MAY:**

1. Deliver notice accepting the terms contained in the other party's notice; OR
2. Deliver notice continuing negotiations by making another offer; OR
3. Deliver notice that this Contract will become void at 9:00 p.m. on the 3rd Day following Delivery, unless the recipient delivers to the other party Notice of the acceptance of the last Delivered offer prior to that date and time, in which case, this Contract will remain in full force and effect.

**FAILURE OF EITHER PARTY TO RESPOND WITHIN 3 DAYS AFTER NOTICE DELIVERY WILL RESULT IN THE CONTRACT BECOMING VOID.**

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**11. PREQUALIFICATION LETTER CONTINGENCY.** This Contract is contingent until 9 p.m. on the \_\_\_\_\_ Day after the Date of Ratification ("Deadline") upon the Buyer Delivering to the Seller a prequalification letter from an institutional lender stating that the financing described in this Contract is available to the Buyer and, based upon written loan application, a preliminary credit report, and the information provided by the Buyer, the financing should be committed subject to appropriate verification, approval and commitment. At anytime after the Deadline, but prior to Delivery to the Seller of the prequalification letter, the Seller may give notice to the Buyer declaring this Contract void.

**12. GIFT LETTER.** This Contract is contingent until 9 p.m. on the \_\_\_\_\_ Day after the Date of Ratification ("Deadline") upon the Buyer providing to the Seller a Gift Letter and necessary documentation satisfactory to the lender ("Gift Letter") in the amount of \$ \_\_\_\_\_ from \_\_\_\_\_. At any time after the Deadline, but prior to Delivery to the Seller of the Gift Letter, the Seller may give notice to the Buyer declaring this Contract void. Once the Gift Letter has been Delivered, if the Buyer does not have the gift funds to settle as provided in this Contract, the Buyer will be in default.

**13. SALE OF THE BUYER'S PROPERTY AND KICK-OUT.** This Contract is contingent until 9 p.m. on the \_\_\_\_\_ Day after the Date of Ratification ("Deadline") upon the sale of the Buyer's property located at \_\_\_\_\_

("Buyer's Property"). If the Buyer does not satisfy or remove this contingency by the Deadline pursuant to paragraph 13C below, then at any time after the Deadline, but prior to the Buyer satisfying or removing this contingency, either the Seller or the Buyer may declare this Contract void by providing notice to the other party.

A. The Seller may continue to offer the Property for sale and accept bona fide back-up offers to this Contract. If during the term of this contingency, a back-up offer is accepted, the Seller will Deliver notice to the Buyer requiring that this contingency be satisfied or removed pursuant to paragraph 13C below not later than 9 p.m. on the \_\_\_\_\_ Day after Delivery of the notice, or this Contract will become void.

B. The Buyer's Property will be listed exclusively and actively marketed by a licensed real estate broker and entered into a multiple listing service within 3 Days after the Date of Ratification at a price not to exceed \$ \_\_\_\_\_.

C. The Buyer may:

(i) satisfy this contingency by Delivering to the Seller a copy of the ratified contract for the sale of the Buyer's Property with evidence that all contingencies, other than financing, have been removed or waived, together with a prequalification letter as described in the Prequalification Letter Contingency paragraph of this addendum for the Buyer of the Buyer's Property, or

(ii) remove this contingency by Delivering to the Seller (a) the lender's letter stating that the financing is not contingent in any manner upon the sale and settlement of any real estate or obtaining a lease of any real estate and that the Buyer has sufficient funds available for the down payment and closing costs necessary to complete settlement; or (b) evidence of sufficient funds available to complete settlement without obtaining financing.

D. If the Buyer satisfies the requirements of Paragraph 13C (i) above, this Contract will remain contingent upon the settlement of the sale of the Buyer's Property. Settlement under this Contract may not be delayed more than \_\_\_\_\_ Days after the settlement date (specified in this contract) without the parties' written consent. If a further delay is required to obtain coinciding settlements and the parties do not agree, then this Contract will become void. If at any time after the Date of Ratification the contract for the sale of the Buyer's Property becomes void, the Buyer will immediately Deliver notice to the Seller together with evidence of such voiding, at which time either the Seller or the Buyer may declare this Contract void by Delivering notice to the other party. This paragraph will survive the satisfaction of the contingency for the sale of the Buyer's Property.

**14. BACK-UP CONTRACT OR OFFER.** This Contract is first back-up to another contract or offer dated \_\_\_\_\_, between the Seller and \_\_\_\_\_ as the Buyer. This Contract shall become the primary contract immediately upon Delivery of notice from the Seller that the other contract or offer is void along with a copy of the fully executed release. The Buyer may void this back-up contract at any time prior to its becoming primary by Delivering notice to the Seller. If the contract dated \_\_\_\_\_ settles, this back-up contract will become void. The rights and obligations of the parties under the primary contract are superior to the rights and obligations of the parties to this back-up contract. All timeframes contained in this contract shall not commence until the date this contract becomes primary. Additionally, the date for Settlement will be \_\_\_\_\_ days after the date this contract becomes primary.

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15. COINCIDING SETTLEMENTS. Settlement on this Contract is contingent upon the settlement on the contract for the sale of the Buyer's Property located at \_\_\_\_\_ ("Buyer's Property"). A copy of said contract is attached evidencing that all contingencies, other than financing, have been removed or waived, along with a prequalification letter as described in the Prequalification Letter Contingency paragraph of this addendum for the Buyer of the Buyer's Property. Settlement under this Contract may not be delayed more than \_\_\_\_\_ Days after the settlement date (specified in this Contract) without the parties' written consent. If a further delay is required to obtain coinciding settlements and the parties do not agree, then this Contract will become void. If at any time after the Date of Ratification the contract for the sale of the Buyer's Property becomes void, the Buyer will immediately Deliver notice to the Seller together with evidence of such voiding, at which time either the Seller or the Buyer may declare this Contract void by Delivering notice to the other party.

16. OPTION TO KEEP HOUSE ON MARKET. The Seller may continue to offer this property for sale and accept bona fide back-up offers to this Contract. If during the contingency period(s) as set forth in paragraph #'s \_\_\_\_\_ of this Contract or paragraph #'s \_\_\_\_\_ of form # \_\_\_\_\_, a back-up offer is accepted, the Seller will Deliver notice to the Buyer together with a copy of the back-up Contract requiring that said contingency(ies) be satisfied or removed no later than 9 p.m. on the \_\_\_\_\_ Day after Delivery of the notice, or this Contract will become void.

17. CONTINGENT ON THE SELLER PURCHASING ANOTHER HOME. This Contract is contingent until 9 p.m. on the \_\_\_\_\_ Day after the Date of Ratification ("Deadline") to allow the Seller to obtain a ratified contract to purchase another home. This provision will terminate at the Deadline and this Contract will remain in full force and effect unless the Seller declares this Contract void by Delivering notice to the Buyer by the Deadline.

18. THIRD PARTY APPROVAL. This Contract is contingent upon the approval of \_\_\_\_\_ by 9 p.m. on the \_\_\_\_\_ Day after the Date of Ratification ("Deadline"). If notice of disapproval is not Delivered to the other party by the Deadline, this contingency will terminate and this Contract will remain in full force and effect. No notice of approval is required. If notice of disapproval is Delivered by the Deadline, this Contract will become void.

19. ITEMS TO BE REMOVED. Notwithstanding the provisions of this Contract, the following fixtures and/or items of personal property shall not convey and shall be removed from the subject property by the Seller prior to settlement and will not be replaced: \_\_\_\_\_

20. POST-SETTLEMENT OCCUPANCY AGREEMENT. The Parties agree that the Seller shall occupy the property for a period of \_\_\_\_\_ days following settlement at the rate of \$ \_\_\_\_\_ per day. Seller shall pay a security deposit of \$ \_\_\_\_\_ at the time of settlement. The Seller and the Buyer acknowledge that they have read and executed, or will execute at settlement, the GCAAR Post-Settlement Occupancy Agreement and agree to be bound by its terms and provisions.

21. PRE-SETTLEMENT OCCUPANCY AGREEMENT. The Parties agree that Buyer shall occupy the property prior to settlement commencing on the \_\_\_\_\_ day of \_\_\_\_\_ at the rate of \$ \_\_\_\_\_ per day. The Seller and the Buyer acknowledge that they have read and executed, or will execute prior to occupancy, the GCAAR Pre-Settlement Occupancy Agreement and agree to be bound by its terms and provisions.

22. LICENSED SELLER/~~BUYER~~ AGENT. (NOTE: This clause should be used when Buyer or Seller is a licensed real estate agent or is related to one of the Parties. Failure to include could result in violation of the law.) The Parties acknowledge that NEMROD SHAW is a licensed real estate agent in MD (DC, MD, VA) associated with LLEWELLYN REALTORS, INC. and may share in the brokerage fee to be paid and is the Buyer, Seller or is related to one of the Parties hereto.

23. BROKERAGE FEE PAID BY THE BUYER. It is understood and agreed by all parties that (company name) \_\_\_\_\_, (agent's name) \_\_\_\_\_, is acting as an agent solely representing the Buyer in this transaction ("Buyer's Broker"). The Seller has no obligation to the Buyer's Broker, and does not owe a brokerage fee or other consideration of any nature to said Buyer's Broker. The settlement office is directed to collect from the Buyer funds, at settlement, and to disburse said fee, as per the separate Buyer's Broker Agreement between the Buyer's Broker and the Buyer. This Buyer's Broker's fee is separate and apart from any brokerage fee owed to the Seller's Listing Broker pursuant to the agency paragraph of the contract. The parties acknowledge that the said Buyer's Broker relationship was disclosed to the Seller and/or the Seller's agent prior to showing the property to the Buyer.

24. AGREEMENT BETWEEN SELLER (FSBO/BUILDER) AND BUYER'S BROKER. It is understood and agreed by all Parties that (agent's name) \_\_\_\_\_, of (company name) \_\_\_\_\_, is acting as an agent solely representing the Buyer in this transaction ("Buyer's Broker"). The Seller agrees to pay to the Buyer's Broker a cash payment of \$ \_\_\_\_\_. The settlement office is hereby irrevocably directed to deduct from the proceeds of the sale at settlement and pay the said Buyer's Broker fee. This fee is separate and apart from, and is in addition to, any brokerage fee owed to any Listing Broker pursuant to the agency paragraph of this Contract. The Parties acknowledge that said Buyer's Broker relationship was disclosed to the Seller and/or the Seller's agent prior to showing the property to the Buyer.

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25. MASTER PLAN REVIEW FOR MONTGOMERY COUNTY PROPERTIES. (except City of Rockville.) Notwithstanding any provisions to the contrary, this Contract is contingent until 9:00 P.M. on the \_\_\_\_\_ Day after the Date of Ratification ("Deadline"), to allow the Buyer the opportunity to review the applicable County Master Plan and the municipal land use plan for the area in which the property is located as well as any amendment to either plan and any approved official map showing planned uses, roads and highways, parks and other public facilities affecting the property ("Master Plan"). In the event the Buyer is dissatisfied with anything contained in the applicable Master Plan or municipal land use plan, in the Buyer's sole discretion, the Buyer shall Deliver notice of disapproval to the Seller on or before the Deadline specified in this paragraph, in which event this Contract shall be null and void and the Buyer's deposit shall be returned. If no such notice is received by said Deadline, this contingency shall automatically expire and be of no force and effect. (This clause may not be used for property within the corporate limits of the City of Rockville.)

26. ADDITIONAL PROVISIONS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE FOLLOWING GENERAL PROVISIONS PARAGRAPH SHALL APPLY TO THIS ENTIRE CONTRACT AND THE NOTICES PARAGRAPH SHALL SUPERSEDE ANY OTHER NOTICE PROVISION IN THIS ENTIRE CONTRACT.

GENERAL PROVISIONS. This Contract shall be deemed ratified when the contract, all addenda and any modifications thereto have been signed and initialed, where required by all parties, and Delivered to the other party pursuant to the Notices paragraph.

NOTICES. All notices under the contract shall be in writing. Notices to the Seller shall be effective when delivered to the Seller or an Agent of the Seller named in the contract (including a Dual Agent, Intra-Company Agent, or Designated Representative assigned to the Seller, as applicable, or alternatively, to the Agent's Supervising Manager.) Notices to the Buyer shall be effective when delivered to the Buyer or an Agent of the Buyer named in the contract (including a Dual Agent, Intra-Company Agent, or Designated Representative assigned to the Buyer, as applicable, or alternatively, to the Agent's Supervising Manager). "Purchaser" means "Buyer" and vice versa. "Delivery" means hand carried, sent by overnight delivery service, sent by wired or electronic medium which produces a tangible record of the transmission (such as telegram, mailgram, telecopier or "Fax", email which includes an attachment with an actual copy of the executed instruments being transmitted, or U.S. Postal mailing.) In the event of overnight delivery service, Delivery will be deemed to have been made on the next business Day (Monday through Friday excluding federal holidays) following the sending, unless earlier receipt is acknowledged in writing. In the event of U.S. Postal mailing, Delivery will be deemed to have been made on the third business Day (Monday through Saturday, excluding federal holidays) following the mailing, unless earlier receipt is acknowledged in writing. "Day" or "Days" means calendar days unless otherwise specified. For the purpose of computing time periods, the first Day will be the Day following Delivery, and the time period will end at 9 p.m. on the Day specified. The provisions of this paragraph regarding delivery of notices shall also be applicable to delivery of resale packages for condominiums, cooperatives and/or homeowners associations as may be required in a separate addendum.

Except as modified by this Addendum, all of the terms and provisions of this Contract are hereby expressly ratified and confirmed and will remain in full force and effect. The captions and headings are for convenience of reference only.

SELLER NIMROD SHMUL 7/19/06 BUYER DATE

SELLER DATE BUYER DATE

HOME TELEPHONE NUMBER HOME TELEPHONE NUMBER

301-424-0900 x 208 OFFICE TELEPHONE NUMBER

FAX NUMBER FAX NUMBER

LISTING AGENT: SELLING AGENT/BUYER'S AGENT:  
NIMROD SHMUL  
Name Name

MD 588058 Real Estate License Number and Jurisdiction

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