

AGENTS PLEASE:

- ☺ Use Regional Contract
- ☺ Include GCAAR Financial Information Sheet
- ☺ Include a Pre-Approval Letter
- ☺ Have all Disclosures Signed

All offers can be:

1. Delivered to my office

Office hours are 9-7 weekdays and 9-5 weekends.

We also have a night drop in the back of the building – a white mailbox with a RE/MAX® balloon on it.

2. E-mailed to dee@soldbydee.com or

3. Faxed to Dee Rosenberg at (301) 921-2653

(Please number all the pages at the bottom right corner and call me.)

Direct: (301) 921-2614

Cell: (301) 717-5200

Office: (301) 258-7757

RE/MAX Realty Group
Suite 200

6 Montgomery Village Avenue
Gaithersburg, Maryland 20879





Inclusions/Exclusions Attachment to Listing Agreement Disclosure and/or Addendum

Property Address: 1111 University Boulevard W. #318-A, Silver Spring, MD 20902

PART I. Inclusions/Exclusions Disclosure

Personal Property and Fixtures: The Property includes the following personal property and fixtures: A) Any existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, window treatment hardware, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to in writing, all surface or wall mounted electronic components/devices **DO NOT** convey. B) The items marked **YES** below are currently installed or offered. If more than one of an item convey, the number of items is noted.

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input type="checkbox"/>	<input type="checkbox"/>		Alarm System	<input type="checkbox"/>	<input type="checkbox"/>		Freezer	<input type="checkbox"/>	<input type="checkbox"/>		Satellite Dish
<input type="checkbox"/>	<input type="checkbox"/>		Built-in Microwave	<input type="checkbox"/>	<input type="checkbox"/>		Furnace Humidifier	<input type="checkbox"/>	<input type="checkbox"/>		Storage Shed
<input type="checkbox"/>	<input type="checkbox"/>		Ceiling Fan	<input type="checkbox"/>	<input type="checkbox"/>		Garage Opener	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Stove or Range
<input type="checkbox"/>	<input type="checkbox"/>		Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>		w/ remote	<input type="checkbox"/>	<input type="checkbox"/>		Trash Compactor
<input type="checkbox"/>	<input type="checkbox"/>		Clothes Dryer	<input type="checkbox"/>	<input type="checkbox"/>		Gas Log	<input type="checkbox"/>	<input type="checkbox"/>		Wall Oven
<input type="checkbox"/>	<input type="checkbox"/>		Clothes Washer	<input type="checkbox"/>	<input type="checkbox"/>		Hot Tub, Equip, & Cover	<input type="checkbox"/>	<input type="checkbox"/>		Water Treatment System
<input type="checkbox"/>	<input type="checkbox"/>		Cooktop	<input type="checkbox"/>	<input type="checkbox"/>		Intercom	<input type="checkbox"/>	<input type="checkbox"/>		Window A/C Unit
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>		Playground Equipment	<input type="checkbox"/>	<input type="checkbox"/>		Window Fan
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Disposer	<input type="checkbox"/>	<input type="checkbox"/>		Pool, Equip, & Cover	<input type="checkbox"/>	<input type="checkbox"/>		Window Treatments
<input type="checkbox"/>	<input type="checkbox"/>		Electronic Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>		Wood Stove
<input type="checkbox"/>	<input type="checkbox"/>		Fireplace Screen/Door	<input type="checkbox"/>	<input type="checkbox"/>		w/ ice maker				

OTHER

AS IS ITEMS

Seller does not warrant the condition or working order of the following items and/or systems:

LEASED ITEMS

Any leased items, systems or service contracts (including, but not limited to, fuel tanks, water treatment systems, lawn contracts, security system monitoring, and satellite contracts) DO NOT CONVEY absent an express written agreement by Purchaser and Seller. The following is a list of the leased items within the Property:

Seller certifies that Seller has completed this checklist disclosing what conveys with the property and gives permission to make this information available to prospective buyers.

Seller Laura B. Rosen Date 6/10/07 Seller Dorothy Lazeroff by Laura B. Rosen Date 6/10/07
in fact

PART II. Inclusions/Exclusions Addendum

The Contract of Sale dated _____ between Seller Laura B. Rosen, Dorothy Lazeroff and Buyer _____

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

The parties agree that Part I of this Addendum shall replace and supersede the provisions of the Inclusions/Exclusions paragraph of the MAR Residential Contract of Sale or the Personal Property Fixtures and Utilities paragraph of the Regional Sales Contract as applicable.

Seller _____ Date _____ Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 1111 University Boulevard W. #318-A, Silver Spring, MD 20902

Legal Description: Unit 318-A, University Towers

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? SINCE 1982 - 25 YEARS

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

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

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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 Laura B. Rosen Date 6/10/07
Laura B. Rosen

Owner Dorothy Lazeroff by Laura B. Rosen Date 6/10/07
Dorothy Lazeroff *her attorney in fact*

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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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 1111 University Boulevard W. #318-A,
 City Silver Spring, State MD Zip 20902 between
 Seller Laura B. Rosen, Dorothy Lazeroff and
 Buyer _____ is hereby amended by
 the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

Notice to Seller: Pursuant to Montgomery County Code (Sec.40-13), a Seller is required to fully disclose to Buyers all specific facts relevant to, or affecting any property, imposed by any law or regulation or any common law principle. Seller acknowledges he has carefully examined this form, and that the information is complete and accurate to the best of his knowledge as of the date signed. This Disclosure/Addendum to be completed by the Seller shall be available to prospective Buyers prior to making a purchase offer and will become a part of the sales contract for the sale for the Property.

Notice to Buyer: The information contained herein is the representation of the Seller. Further information may be obtained by contacting staff and web sites of appropriate authorities, Montgomery County Government, 240-777-1000, Park and Planning Commission/Montgomery County Department of Park and Planning, 301-495-4700, and municipality, if applicable.

1. Special Protection Areas (SPA)

Is this Property located in an area designated as a Special Protection Area? Yes No. If yes, special water quality measures and certain restrictions on land uses and impervious surfaces may apply. Under Montgomery County law, Special Protection Area (SPA) means a geographic area where:

- A. Existing water resources, or other environmental features directly relating to those water resources, are of high quality or are unusually sensitive;
- B. Proposed land uses would threaten the quality or preservation of those resources or features in the absence of special water quality protection measures which are closely coordinated with appropriate land use controls.

An SPA may be designated in:

- (1) a land use plan;
- (2) the Comprehensive Water Supply and Sewer System Plan;
- (3) a watershed plan; or
- (4) a resolution adopted after at least fifteen (15) days' notice and a public hearing.

The Buyer acknowledges by signing this disclosure that the Seller has disclosed to the Buyer the information contained in Sections A and B before Buyer executed a contract for the above-referenced Property. Further information is available from the staff and website of Montgomery County Department of Park and Planning.

Buyer

Buyer

2. Recorded Subdivision Plat: If the property is an unimproved lot or a newly constructed house being sold for the first time, the Buyer shall be provided a copy of the recorded subdivision plat prior to entering into a contract. However, if the property is **not** an unimproved lot or a newly constructed house (i.e. resale), the Buyer may in writing waive receipt of a copy of such plat at the time of execution of the contract, but shall, prior to or at the time of settlement, be provided with a copy of the subdivision plat. The subdivision plat is not intended as a substitute for examination of title and does not show every restriction and easement. Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.

Buyer's initials: _____ OR Buyer hereby waives receipt of a copy of such plat at time of execution of contract, but shall, prior to or at the time of settlement, be provided a copy of the subdivision plat. Buyer's initials: _____

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3. Availability of Water and Sewer Service

- A. **Water:** Is the Property connected to public water? Yes No
If no, has it been approved for connection to public water? Yes No Do not know
If not connected, the source of potable water, if any, for the Property is: _____
- B. **Sewer:** Is the Property connected to public sewer system? Yes No
If no, answer the following questions:
1. Has it been approved for connection to public sewer? Yes No Do not know
2. Has an individual sewage disposal system been constructed on Property? Yes No.
Has one been approved for construction? Yes No.
Has one been disapproved for construction? Yes No Do not know.
If no, explain: _____
- C. **Categories:** The water and sewer service area category or categories that currently apply to the Property is/are (if known) _____. This category affects the availability of water and sewer service as follows (if known) _____
- D. **Recommendations and Pending Amendments (if known):**
1. The applicable master plan contains the following recommendations regarding water and sewer service to the Property: _____
2. The status of any pending water and sewer comprehensive plan amendments or service area category changes that would apply to the Property: _____
- E. **Well and Individual Sewage System:** When a Buyer of real property that is located in a subdivision on which an individual sewage disposal system has been or will be installed receives the copy of the recorded subdivision plat, the Buyer must confirm in writing by signing said Plat that the Buyer has received and reviewed the Plat, including any restrictions on the location of initial and reserve wells, individual sewage disposal systems, and the buildings to be served by any individual sewage disposal system.
By signing below, the Buyer acknowledges that, prior to signing the Contract, the Seller has provided the information referenced above, or has informed the Buyer that the Seller does not know the information referenced above; the Buyer further understands that, to stay informed of future changes in County and municipal water and sewer plans, the Buyer should consult the County Planning Board or any appropriate municipal planning or water and sewer agency.

Buyer _____	Date _____	Buyer _____	Date _____
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4. Age of Home and Federal Lead Based Paint: Title X, Section 1018, the Residential Lead-Based Paint Hazard Act of 1992 (the Act), requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A Seller of pre-1978 housing is required to disclose to the Buyer, based upon the Seller's actual knowledge, all known lead-based paint hazards in the Property and provide the Buyer with any available reports in the Seller's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. The Seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection.

At the time that the offer to purchase is entered into by the Buyer, the Seller is required to provide the Buyer with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form (GCAAR #500). The Seller is required under the Act to provide the Buyer with a ten (10) day time period (or other mutually agreeable time period) for the Buyer, at the Buyer's expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the Buyer waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of the settlement.

A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.

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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): ZBR DL 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.

ZBR DL
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.

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: UNIVERSITY TOWERS
Management Company: CFM MANAGEMENT COMPANY. Telephone: (703) 941-0818
Assessments/special tax \$ 594.00 per MONTH 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 \$ 438.00 and is or is not included in Property's tax bill.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Lead Paint - Federal Disclosure

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

RE: 1111 University Boulevard W. #318-A, Silver Spring, MD 20902

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)

LBK DL (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):

LBK DL (b) Records and reports available to the seller/landlord (check one below):
 Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
 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)

me (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.

Laura B. Rosen 6/10/07
Seller/Landlord Date Buyer/Tenant Date
Laura B. Rosen

Dorothy Lazeroff by Laura B. Rosen 6/10/07
Seller/Landlord Date Buyer/Tenant Date
Dorothy Lazeroff *her attorney in fact*

Marianne Rosenberg 6/10/07
Agent Date Agent Date
Agent Marianne "Dee" Rosenberg

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MARYLAND LEAD PAINT DISCLOSURE AND NOTICE STATEMENT

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

RE: 1111 University Boulevard W. #318-A, Silver Spring, MD 20902

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.

Laura B. Rosen

Seller Laura B. Rosen

6/10/07

Date

Dorothy Lazoff by Laura B. Rosen
her attorney in fact

Seller Dorothy Lazoff

Date

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

Buyer	Date	Buyer	Date
-------	------	-------	------

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

Page 1 of 1

9/99

RE/MAX Realty Group 1 6 Montgomery Village Ave Gaithersburg, MD 20879
Phone: (301) 921 - 2614 Fax: (301) 921 - 2653 Marianne Rosenberg

Rosen

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

ENGINEERS CERTIFICATE

We hereby certify that the plan shown herein in correct, that it is as shown on the ground, and that the lands conveyed to B. C. Incorporated by the following deeds:

(1) From Grace M. Treasurer, Reimer, et vir, by deed dated June 30, 1965 and recorded in Liber 3365 of Folio 336.

(2) From John A. Treasurer, et vir, by deed dated June 30, 1965 and recorded in Liber 3365 of Folio 336.

(3) From Sophie Goodstein, by deed dated June 30, 1965 and recorded in (4) Northern Hale Koppel, et vir, by deed dated June 30, 1965 and recorded in Liber 3365 of Folio 342.

(5) From Thomas E. Schmidt, et vir, by deed dated July 20, 1965 and recorded in Liber 3365 of Folio 360.

(6) From Ruth E. Scoville, et vir, by deeds dated June 29, 1965 and July 30, 1965 and recorded in Liber 3365 of Folio 360 and Liber 3365 of Folio 361, and parts of Lots 1 & 2 Block A and the unnamed street, bounded by Equity Lane & 50' 0" as shown on a plat of all streets in the vicinity of the above described lots, recorded in Liber 3365 of Folio 360, and parts of Lots 1 & 2 Block A, and the unnamed street, bounded by Equity Lane & 50' 0" as shown on a plat of all streets in the vicinity of the above described lots, recorded in Liber 3365 of Folio 360, and parts of Lots 1 & 2 Block A, and the unnamed street, bounded by Equity Lane & 50' 0" as shown on a plat of all streets in the vicinity of the above described lots, recorded in Liber 3365 of Folio 360.

That the plan marked this plan is in accordance with the delineated plan of October 18, 1965.

Meadow Hopkins, Inc.
 By: *[Signature]*
 President
 Ref. L.S. & P.E. No. 4555

OWNERS DEDICATION

We B. C. Incorporated a Maryland Corporation by Nathan Bricker, President and Anthony Campbell, Secretary, owners of the property shown on the plan herein, do hereby dedicate to the public use the streets to public use and grant to Montgomery County, Maryland, the easements, rights and interests therein, and we do hereby dedicate to the public use the streets to public use and grant to Montgomery County, Maryland, the easements, rights and interests therein, and we do hereby dedicate to the public use the streets to public use and grant to Montgomery County, Maryland, the easements, rights and interests therein.

Slope easements granted herein shall be extinguished after all required public improvements, including sidewalk, about the said easements have been lawfully completed and have been accepted for public use by Montgomery County, Maryland or other appropriate public agency.

October 18, 1965

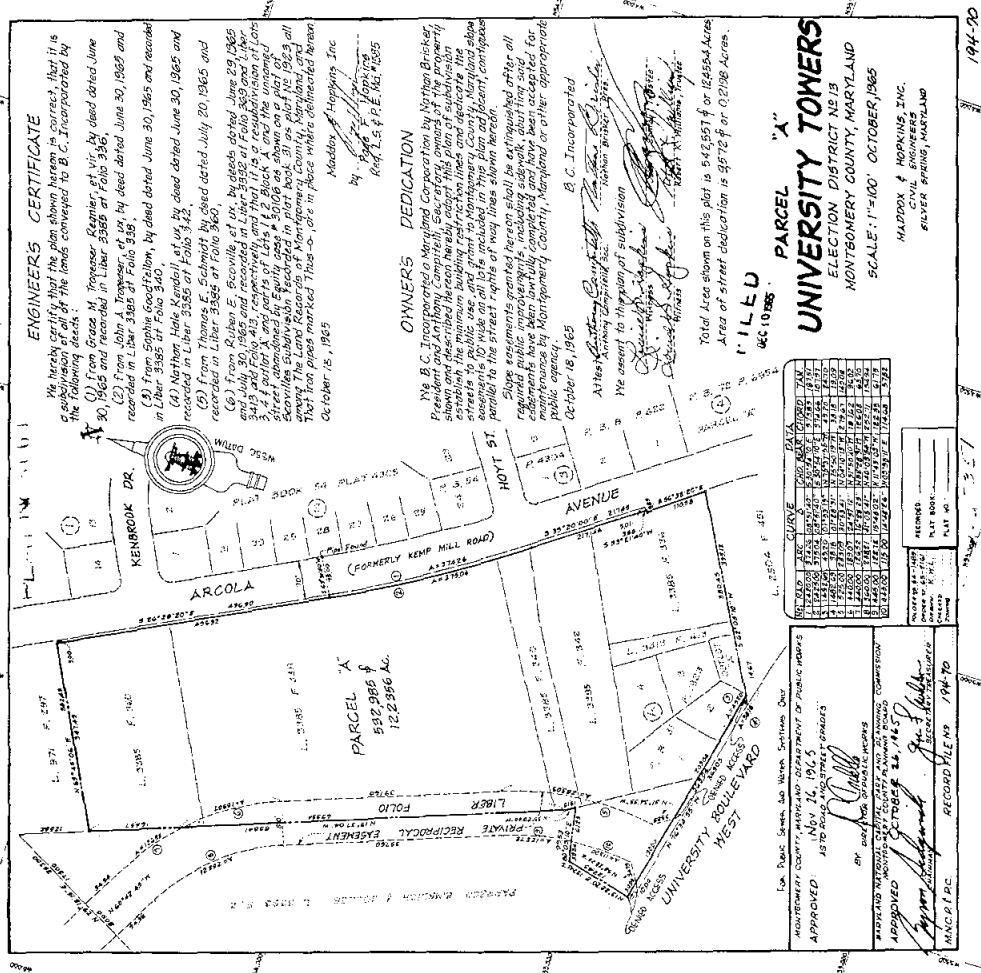
B. C. Incorporated
 Attest: *[Signature]*
 Secretary

Total Area shown on this plan is 542,985 sq. ft. or 12.4654 Acres.
 Area of street dedication is 95,72 sq. ft. or 2.1798 Acres.

FILED
 96-10-65

PARCEL "X"
UNIVERSITY TOWERS
 ELECTION DISTRICT NO. 13
 MONTGOMERY COUNTY, MARYLAND
 SCALE: 1"=100' OCTOBER, 1965

MADDOX & HOPKINS, INC.
 SURVEYORS
 BELLEVILLE, MARYLAND



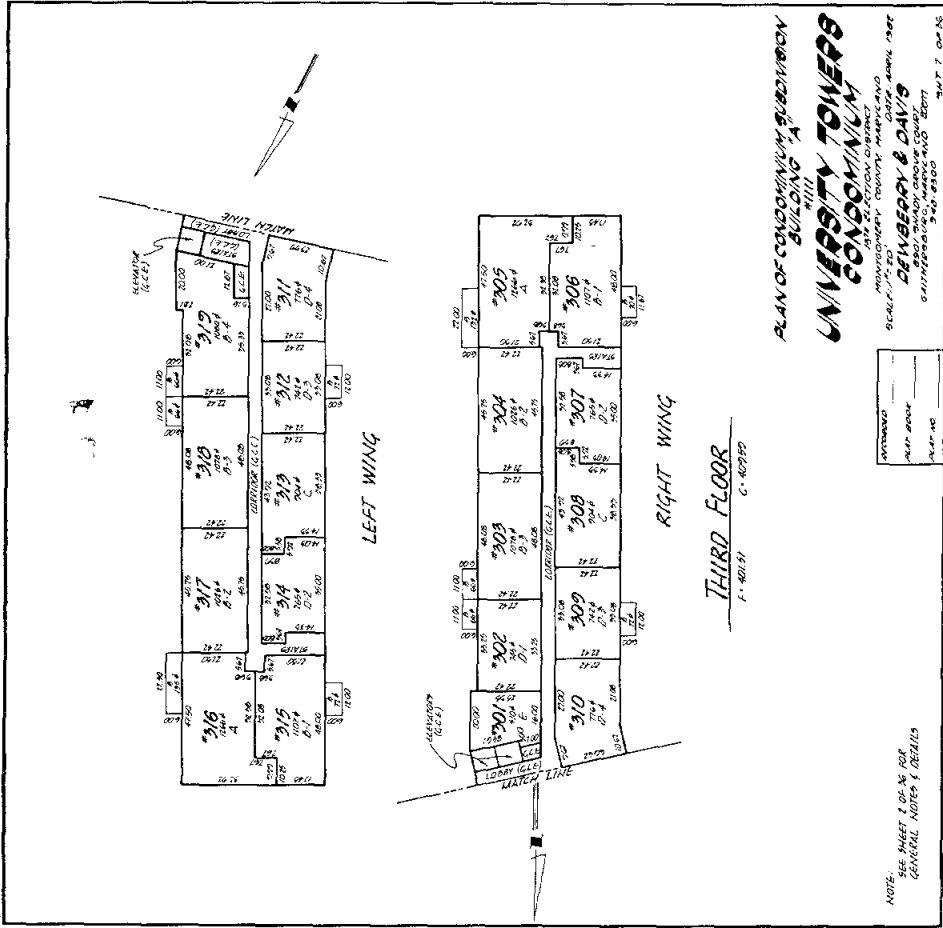
FOR PUBLIC USE, THE WORK SHOWN ON THIS PLAN IS APPROVED BY THE BOARD OF PUBLIC WORKS OF MONTGOMERY COUNTY, MARYLAND, ON MAY 14, 1965, AS TO ROAD AND STREET EASEMENTS.

APPROVED: *[Signature]*
 SECRETARY

APPROVED: *[Signature]*
 SECRETARY

RECORD FILE NO. 174-70

194-70



PLAN OF CONDOMINIUM SUBDIVISION WITH BUILDING "A"

UNIVERSITY TOWERS CONDOMINIUM

MONTEGOMERY COUNTY, MARYLAND
 DEWEY & DAVIS
 5400 EAST WISCONSIN AVENUE, SUITE 200
 BETHESDA, MARYLAND 20814
 DATE: APRIL 1987

APPROVED
 MAP BOOK
 MAP NO.

THIRD FLOOR
 C-40250

NOTE: SEE SHEET 1 OF 16 FOR GENERAL NOTES & DETAILS

MARYLAND STATE ARCHIVES