



PRINCE GEORGE'S COUNTY

Prince George's County Disclosure and Notice Addendum (DNA)
(For use on all Residential Sales Contracts in Prince George's County)

It is suggested that this form be completed by Seller at time of listing and made available to Buyer along with all other required disclosures for inclusion in any contract offer.

ADDENDUM # 1 dated 06/26/08 to the Contract of Sale dated 06/26/08, between Buyer Estate of Joseph Scheyett and Seller for Property known as 3703 65th Avenue Hyattsville, MD 20784

(I) REQUIRED IN PRINCE GEORGE'S COUNTY

1. REQUIRED ADDENDA UNDER PRINCE GEORGE'S COUNTY CODE. Seller hereby acknowledges that the Prince George's County Code REQUIRES that, if applicable, the following Notice(s) be provided to buyers as a SEPARATE ATTACHMENT OR SHEET at the time the Contract of Sale is signed. Seller certifies by checking the appropriate box below whether any, some or all are applicable or not applicable.

A. Tree Conservation Plan Notice. (if there is a Tree Conservation Plan filed for any part of the Property, PGCAR Form 1329 MUST be attached) YES NO UNKNOWN

B. Record Title Holder Notice. (if the Seller/Owner does not presently hold title to the Property, PGCAR Form 1328 MUST be attached) YES NO UNKNOWN

C. Special Taxing District Notice (if Property is located within a Special Tax District as defined in Section 10-269 of the County Code; Woodview Village (Bowie/Largo), Greenbelt Station (Greenbelt), Victoria Falls (Laurel) and subject to a Special Tax District Assessment, PGCAR Form 1333 MUST be attached) YES NO UNKNOWN

D. General Aviation Airport Environment Disclosure Notice. (if Property is located within one (1) mile of a public use/commercial use general aviation airport, PGCAR Form 1312 MUST be attached) YES NO UNKNOWN

SELLER AND BUYER ACKNOWLEDGE THAT THE FAILURE OF THE SELLER TO PROVIDE THE REQUIRED NOTICE(S), IF APPLICABLE, UNDER A., B. AND C. ABOVE AND THE FAILURE OF THE SELLER AND BUYER TO SIGN AND DATE SUCH DISCLOSURES IS A CRIMINAL MISDEMEANOR. THE FAILURE OF SELLER TO PROVIDE NOTICES AS IDENTIFIED IN A., B., C., AND D. ABOVE, IF APPLICABLE, SHALL ENTITLE THE BUYER TO RESCIND THE CONTRACT AT ANY TIME PRIOR TO SETTLEMENT.

2. HISTORIC SITE/RESOURCE/DISTRICT. YES NO UNKNOWN If checked Yes by Seller, Pursuant to Prince George's County Code, Subtitle 29--Preservation of Historic Resources, Seller hereby notifies Buyer that the Property being transferred has been designated an historic site, historic resource or is located within an historic district. Buyer acknowledges that, as such, the property is subject to guidelines and regulations which may limit the extent to which the exterior features of the property may be modified or altered, as approved by the Historic Preservation Commission.

3. UNIMPROVED ROAD. YES NO UNKNOWN If checked Yes by Seller, Seller acknowledges that the road abutting the property is unfinished or does not meet County roadway Standards and that there is a recorded covenant deferring future cost for street improvements which has been deferred by the Prince George's County Department of Public Works and Transportation, for which a Buyer may be liable.

10. PRIVATE UTILITY COMPANY ASSESSMENT. YES NO UNKNOWN If checked Yes by Seller, Seller acknowledges that the Property is subject to a Private Utility Company Assessment in the amount \$ _____ and the frequency of payment is _____ for _____ (utility service provided) and payment is made to _____ (name of company). Buyer agrees to assume responsibility for this assessment as of the Date of Settlement.

11. OTHER ASSESSMENTS. YES NO UNKNOWN If checked Yes by Seller, Seller acknowledges that the Property is subject to an Assessment in the amount \$ _____ and the frequency of payment is _____ and the Assessment is for _____. Buyer agrees to assume responsibility for this Assessment as of the Date of Settlement.

12. GROUND RENT. YES NO UNKNOWN If checked Yes by Seller, Seller acknowledges that the Property is subject to an existing ground rent as provided in a lease recorded among the Land Records, or if a ground rent is to be created, Seller will make those disclosures required by law by an appropriate additional clause or addendum to the Contract.

13. UNDERGROUND STORAGE TANK. YES NO UNKNOWN If checked Yes by Seller, Seller acknowledges that the tank is currently In Use Not In Use (check one). Seller further acknowledges that the tank is/was used for _____. If Seller has checked that the tank is not in use, please explain when, where and how the tank was abandoned: _____.

14. MUNICIPALITIES. If the Property is located within a Municipality, the name of the Municipality is N/A.

15. 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? (see page 1 of the attached Maryland Residential Disclosure and Disclaimer Statement for a list of exempted transactions).

YES NO If no, Seller is required to complete the attached Maryland Residential Disclosure and Disclaimer Statement.

16. OWNERSHIP AND ASSESSMENTS: Homeowners Association with mandatory fees (HOA) Condominium Cooperative. Name of Project/Subdivision: N/A. Management Company: _____. Telephone: _____. Assessments/special tax \$ _____ per _____. Special Assessments: \$ _____. Are there any assessments approved yet not assessed? YES NO If yes, amount \$ _____ and explain reason for assessment: _____.

17. SMOKE DETECTORS: Seller is advised that it is recommended to have working smoke detectors on all levels with bedrooms. Certain municipalities may have codes exceeding County requirements. 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. Will the smoke detectors in the Property provide an alarm in the event of power outage? YES NO UNKNOWN

(III) DISCLOSURES

18. LEGAL REQUIREMENT. A contract for the sale of real property is required to be in writing to be enforceable under the laws of the State of Maryland. Once signed by the parties, the contract becomes a legally binding agreement. The original terms of the contract can only be altered thereafter with the agreement of the parties expressed in writing. All parties have the right to be represented by an attorney and are encouraged to seek competent advice if they do not understand any term(s) of the Contract. The broker/agent is required to promptly submit all written offers to the Seller.

19. SETTLEMENT. All persons to be in title and/or responsible where a mortgage is to be created should be present at the time of settlement and may be required to provide proper identification. Prior to settlement, a lender normally requires that Buyer obtain and provide a fully paid homeowner's insurance policy, a termite inspection report, and various certifications which may be applicable to improved properties. Buyer should be prepared at the time of settlement to pay the settlement costs and the balance due under the Contract. Buyer must provide cash, wired funds, bank check or certified check for amounts to be paid at settlement. In some cases, Seller may be required to provide funds in excess of the sales proceeds in order for settlement to occur, in which event, Seller also should be prepared to make payment in an approved form. Any party uncertain of the amount required at settlement should make inquiry of the title company or settlement attorney prior to settlement. Buyer should establish gas, electric and water service in Buyer's name commencing the day of settlement.

20. RENTAL. If any portion of the Property is to be rented to tenants by Buyer, the local government may require that the Property be registered prior to any rental and a registration fee may be assessed by the local government. It is recommended that Buyer contact local government regarding rental license requirements and other rental information. If the Property is now or has been rented to tenants, local laws may give the tenants certain rights to purchase the Property. These rights are set forth in the Contract. Effective December 1, 1996, certain disclosures are required regarding the presence of lead paint in certain rental properties.

21. EQUAL HOUSING OPPORTUNITY. An owner of a residential dwelling is required by federal, state and local law to offer the property for sale or for lease to treat all parties in a non-discriminatory manner on the basis of race, color, religion, sex, mental or physical handicap, familial status, or national origin, and all other protected classifications under Federal, State and local fair housing laws. Prince George's County requires, in addition to the federal and state protected classes of race, color, religion, sex, national origin, physical and mental handicap, age, marital status or familial status, that the Property shall be made available to all persons without regard to sexual orientation, political opinion, marital status, personal appearance or occupation.

22. COVENANTS AND RESTRICTIONS AFFECTING PROPERTY. A majority of homes, whether new or re-sale, located in a subdivision are subject to certain restrictions applicable to the use of the Property as well as the construction of certain improvements to the Property. Such restrictions are referred to as covenants and, in the case of Property subject to a Homeowners Association or Condominium Association, the covenants are contained in a Declaration of Covenants and Restrictions as well as the Bylaws of the Association. However many properties are also subject to covenants even though the Property is not subject to a Homeowners Association or Condominium Association. Buyers are encouraged to inquire as to any covenants and restrictions which may be applicable to the Property which is being considered for purchase.

23. PRIVATE AGREEMENTS. Some communities may be subject to agreements, covenants or restrictions relating to the cost of certain maintenance items, restricting the use of properties or dealing with other matters. For example, properties sharing a driveway are often subject to such agreements. These private agreements do not fall within the required disclosures of HOA or condominium laws and may or may not be recorded. Buyer should make inquiries of Seller prior to or at the time of Contract.

24. CERTIFICATIONS. Depending upon the type of mortgage applied for by buyer, lenders may require certain certifications that relate to a Property or require inspections/appraisals that certify that a Property is free of specific hazards or conditions.

25. NOTICES. Unless otherwise provided herein, any notices required to be given to Seller by the Contract shall be effective as of the date on which such notice is delivered to Seller or to the Agent of Seller named in the Contract. Notices required to be given to Buyer by the Contract shall be effective when notice is delivered to Buyer, or the Buyer's Agent named in the Contract. Where Dual Agency is utilized, notice to Agent of Seller shall include notice to the Intra-Company Agent assigned to Seller and Notice to Buyer shall include notice to the Intra-Company Agent assigned to Buyer. Alternatively, notice shall be effective on the third business day (Monday through Saturday, excluding federal designated holidays) following U. S. Postal mailing of said notice to Buyer or Seller, as appropriate, at the address shown on the Contract. Notices required

under the Contract shall be in writing including transmission through wired or electronic medium which produces a tangible record of the transmission (such as a telegram, mailgram, telecopier or fax).

26. CONDOMINIUM ASSOCIATION, COOPERATIVE, HOMEOWNER'S ASSOCIATION AND COMMON OWNERSHIP COMMUNITY APPROVAL. If this sale is subject to the approval or right of first refusal of the council of unit owners or board of directors of the condominium, co-op, HOA or common ownership community then Seller agrees to immediately present the Contract to such council or board for action or consideration. In the event the Contract is disallowed by the appropriate council or board, the Contract shall be null and void and of no further legal force and effect, and Buyer's deposit shall be returned in accordance with the Deposits paragraph of the Contract.

27. INSURANCE. Buyer acknowledges that, as a condition of making a mortgage loan, lenders may require proof of hazard insurance coverage and may also require flood insurance coverage.

28. ENVIRONMENTAL CONSIDERATIONS; HAZARDOUS MATERIALS. There are many hazardous materials that could affect a Property. The Brokers and their agents will generally have no knowledge of these hazardous materials and do not have the technical expertise to ascertain or advise you of the presence or significance of these hazardous materials. Buyer has the right to request, as a condition of an offer and, subject to acceptance by the Seller, the employment of a specialist of Buyer's choice to provide an analysis of hazardous materials which may be present. Hazardous materials inside the home can include, but are not limited to, cleaning chemicals, paint, asbestos, radon, lead paint, petroleum products, lawn and garden chemicals and indoor air pollutants that can accumulate. Hazardous materials outside the home can include, but are not limited to, those found in contaminated land, water, landfills and other disposal sites, industrial air and water emissions, radiation from high tension wires, and those which may be present in underground storage tanks. Generally, additional information pertaining to these materials is available from the Maryland Department of the Environment (MDE) at (410) 537-3000.

29. FIRE-RETARDANT TREATED PLYWOOD. The use of fire-retardant treated (FRT) plywood as roof sheathing may result in the loss of wood strength through thermal degradation. The extent of such degradation depends upon the particular fire-retardant treatment used as well as the temperature levels and the degree of moisture present in the roof and attic systems. Additional information regarding FRT plywood is available from the National Association of Home Builders at (800) 368-5242. For information as to whether the Property was constructed with FRT plywood, Buyer may contact the local Department of Building Inspections and Permits and/or request that a home inspector determine the condition of FRT plywood if present.

30. RADON. The MDE and U.S. Environmental Protection Agency (EPA) have found levels of naturally occurring radon in some areas of Maryland that exceed the levels considered acceptable by the EPA. Studies have shown that extended exposure to high levels of radon can adversely affect your health. Radon testing firms in the area have special equipment to detect elevated level of radon on a Property. They can also recommend actions to be taken to decrease concentrations of radon to an acceptable level. Buyer is advised to contact the Center for Radiological Health at the MDE at (410) 537-3000 for further information on radon.

31. LEAD PAINT. The MDE has found that many homes built before 1978 contain lead paint, the ingestion of which can be particularly dangerous. The potential dangers of lead paint may be greatly exacerbated by repairs and renovations performed without the assistance of a qualified lead paint removal specialist. Buyer is advised to contact the Lead Paint Poisoning Prevention Division of the MDE at (410) 537-3000 for further information on lead paint. Specialists are available to determine if lead paint has been used in a Property. In some cases, a lead paint inspection may be mandatory.

32. ASBESTOS. Asbestos has been used in residential property for insulation, fireproofing, acoustical, decorative and other purposes. Common uses of asbestos include insulation around boilers and pipes, surfacing material, ceiling and floor tiles, roofing material, wallboard, and cement pipe. Improper handling or removal of asbestos during renovations or repairs may damage the asbestos and cause asbestos particles to become airborne, potentially causing health risks. Buyer is advised to contact the MDE at (410) 537-3000 for further information on asbestos.

33. **MASTER PLANS.** Buyers have the right to review the applicable County Master Plan and other maps showing planned land uses, roads and highways, and the location of parks and of other public facilities affecting the property. These can be viewed at the Maryland-National Capital Park and Planning Commission, Upper Marlboro, Maryland. (301) 952-4225

34. **SUBDIVISION PLAT.** If the property sold herein is an unimproved lot or a new dwelling, the Buyer acknowledges receipt of an entire copy of the subdivision plat prior to execution of the Agreement. Otherwise the Buyer hereby waives the receipt of an entire copy of the single recorded subdivision plat. If the property is located in a subdivision on which an individual sewage disposal system has been or will be installed, Buyer hereby confirms that Buyer has received and reviewed the record plat, including any restrictions on the location of initial and reserved wells, individual sewage disposal systems and the buildings to be served by any individual sewage disposal system.

35. **HEADINGS:** The Paragraph headings of this Agreement are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties.

Edward A. Bonos, Pres. Rep. 7/6/08
SELLER Estate of Joseph Schejtt DATE

SELLER DATE

BUYER DATE

BUYER DATE

Long & Foster Real Estate, Inc.
Broker (Company Name)

[Signature]
Broker or Authorized Representative Date



INCLUSIONS/EXCLUSIONS AND UTILITIES ADDENDUM TO EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT

For the sole purpose of assisting the agent in preparing an offer and is not to be part of the Contract of Sale



ADDENDUM # 2 dated 06/26/08 to Exclusive Right to Sell Brokerage Agreement

dated 07/02/08, between Owner(s) Estate of Joseph Scheyett

and Broker _____

for Property known as 3703 65th Avenue, Hyattsville, MD, 20784

INCLUSIONS/EXCLUSIONS: Owner intends for these items marked below to be included in the sale of the property unless otherwise negotiated:

INCLUDED

- Alarm System
- Built-in Microwave
- Ceiling Fan(s) # _____
- Central Vacuum
- Clothes Dryer *as is*
- Clothes Washer *as is*
- Cooktop
- Dishwasher
- Drapery/Curtain Rods
- Draperies/Curtains
- Electronic Air Filter

INCLUDED

- Exhaust Fan(s) # _____
- Exist. W/W Carpet
- Fireplace Screen/Doors
- Freezer
- Furnace Humidifier
- Garage Opener(s) # _____
- w/remote(s) # _____
- Garbage Disposer
- Hot Tub, Equip. & Cover
- Intercom
- Playground Equipment

INCLUDED

- Pool, Equip. & Cover
- Refrigerator(s) # 1
- w/ice maker
- Satellite Dish
- Screens
- Shades/Blinds
- Storage Shed(s) # _____
- Storm Doors
- Storm Windows
- Stove or Range
- T.V. Antenna

INCLUDED

- Trash Compactor
- Wall Oven(s) # _____
- Water Filter
- Water Softener
- Window A/C Unit(s) # _____
- Window Fan(s) # _____
- Wood Stove

ADDITIONAL INCLUSIONS (Specify):

EXCLUSIONS (Specify):

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

- Water Supply: Public Well
- Sewage Disposal: Public Septic
- Heating: Oil Gas Elec. Heat Pump Other _____
- Hot Water: Oil Gas Elec. Other _____
- Air Conditioning: Gas Elec. Other _____

Edward H. Jones, P.R. Rep. 7/6/08
 Owner Estate of Joseph Scheyett Date Owner _____ Date _____

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MARYLAND PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 3703 65th Avenue Hyattsville, MD 20784
Legal Description: IMPS Lot 5 Block C Subdivision: Landover Knolls

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 Sections 10-702:

Exempt

- 1. The initial sale of single family residential 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 Subsection 13-207 of the Tax-Property Article, except land installment contracts of sale under Subsection 13-207(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(12) of the Tax-Property Article;
3. A sale by a lender, or an affiliate or subsidiary of a lender, that acquired the real property by foreclosure or deed in lieu of foreclosure.
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; or
6. A transfer of single family Residential Real Property to be converted by the buyer into use other than residential use or to be demolished.
7. A sale of unimproved real property.

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 or other information about the condition of the property actually known by you; otherwise, sign the Residential Property Disclaimer Statement. You may wish to obtain professional advice or inspections of the property; however, you are not required to undertake or provide any independent investigation or inspection of the property in order to make the disclosure set forth below. The disclosure is based on your personal knowledge of the condition of the property at the time of the signing of this statement.

NOTICE TO PURCHASERS: The information provided is the representation of the Owners and is based upon the actual, knowledge of Owners as of the date noted. Disclosure by the Owners is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Owners as to the condition of the property of which the Owners have no knowledge or other conditions of which the Owners have no actual knowledge.

How long have you owned the property? _____

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

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



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

For the sale of Property at: 3703 65th Avenue
Property Address

Hyattsville, MD 20784

I. SELLER REPRESENTS AND WARRANTS TO LONG & FOSTER, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (each Seller initial ONE of the following and state Year Constructed):

- Property (all portions) was constructed after January 1, 1978. (If initialed, complete section V only.)
- Property (any portion) was constructed before January 1, 1978. (If initialed, complete all sections.)
- Seller is unable to represent and warrant the age of the property. (If initialed, complete all sections.)

Year Constructed: 1955

SELLER AGREES TO COMPLY WITH REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992.

Lead Warning Statement

Every purchaser 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 of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

II. Seller's Disclosure (each Seller complete items 'a' and 'b' below)

a. Presence of lead-based paint and/or lead-based paint hazards (*initial* and complete (i) or (ii) below):

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

(ii) *[Signature]* Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b. Records and reports available to the Seller (*initial* and complete (i) or (ii) below):

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

(ii) *[Signature]* Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

III. Purchaser's Acknowledgment (each Purchaser *initial* and complete items c, d, e and f below)

c. Purchaser has read the Lead Warning Statement above.

d. Purchaser has received copies of all information listed above. (if none listed, check here.)

e. Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

f. Purchaser has (each Purchaser *initial* (i) or (ii) below):

(i) 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.

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

IV. Agent's Acknowledgment (*initial* item 'g' below)

g. *[Signature]* Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

V. Certification of Accuracy

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

Seller *Edward J. Jones, Pres. Rep.* 7/6/08
Estate of Joseph Schuyfett Date

Purchaser _____ Date

Seller _____
Agent *[Signature]* 7/3/08
Date

Purchaser _____ Date

Agent _____ Date



LF089
7/04





MARYLAND LEAD PAINT DISCLOSURE AND NOTICE STATEMENT

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

RE: 3703 65th Avenue Hvattsville, MD 20784
Property Address

DISCLOSURE

- 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").
- 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

- 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.
- 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.

Edward Jones Prop. Rep. 7/6/08
Seller Estate of Joseph Schejtt Date

Seller Date

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

Buyer Date

Buyer Date

