



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 07/08/10 to Exclusive Right to Sell Brokerage Agreement
dated 07/08/10, between Owner(s) Patricia Humphries
and Broker Sandra E Opatow
for Property known as 3106 Taylor Street, Mount Rainier, MD, 20712

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

- | | | | |
|---|---|---|--|
| INCLUDED | INCLUDED | INCLUDED | INCLUDED |
| <input type="checkbox"/> Alarm System | <input checked="" type="checkbox"/> Exhaust Fan(s) # <u>1</u> | <input type="checkbox"/> Pool, Equip. & Cover | <input type="checkbox"/> Trash Compactor |
| <input type="checkbox"/> Built-in Microwave | <input type="checkbox"/> Exist. W/W Carpet | <input checked="" type="checkbox"/> Refrigerator(s) # <u>1</u> | <input type="checkbox"/> Wall Oven(s) # _____ |
| <input checked="" type="checkbox"/> Ceiling Fan(s) # <u>5</u> | <input checked="" type="checkbox"/> Fireplace Screen/Doors | <input type="checkbox"/> w/ice maker | <input checked="" type="checkbox"/> Water Filter |
| <input type="checkbox"/> Central Vacuum | <input type="checkbox"/> Freezer | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Water Softener |
| <input checked="" type="checkbox"/> Clothes Dryer | <input type="checkbox"/> Furnace Humidifier | <input checked="" type="checkbox"/> Screens <i>except for 3 windows up stairs</i> | <input checked="" type="checkbox"/> Window A/C Unit(s) # <u>3 + portable</u> |
| <input checked="" type="checkbox"/> Clothes Washer | <input type="checkbox"/> Garage Opener(s) # _____ | <input checked="" type="checkbox"/> Shades/Blinds | <input type="checkbox"/> Window Fan(s) # _____ |
| <input type="checkbox"/> Cooktop | <input type="checkbox"/> w/remote(s) # _____ | <input type="checkbox"/> Storage Shed(s) # _____ | <input type="checkbox"/> Wood Stove |
| <input checked="" type="checkbox"/> Dishwasher | <input checked="" type="checkbox"/> Garbage Disposer | <input checked="" type="checkbox"/> Storm Doors | |
| <input type="checkbox"/> Drapery/Curtain Rods | <input checked="" type="checkbox"/> Hot Tub, Equip. & Cover | <input checked="" type="checkbox"/> Storm Windows | |
| <input type="checkbox"/> Draperies/Curtains | <input type="checkbox"/> Intercom | <input checked="" type="checkbox"/> Stove or Range | |
| <input type="checkbox"/> Electronic Air Filter | <input type="checkbox"/> Playground Equipment | <input type="checkbox"/> T.V. Antenna | |

ADDITIONAL INCLUSIONS (Specify):

Dehumidifier, 2 high-efficiency heating panel units, kitchen water filter

EXCLUSIONS (Specify):

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

- | | | | | | |
|-------------------|--|---|---|--------------------------------------|--------------------------------------|
| Water Supply: | <input checked="" type="checkbox"/> Public | <input type="checkbox"/> Well | | | |
| Sewage Disposal: | <input checked="" type="checkbox"/> Public | <input type="checkbox"/> Septic | | | |
| Heating: | <input type="checkbox"/> Oil | <input checked="" type="checkbox"/> Gas | <input type="checkbox"/> Elec. | <input type="checkbox"/> Heat Pump | <input type="checkbox"/> Other _____ |
| Hot Water: | <input type="checkbox"/> Oil | <input checked="" type="checkbox"/> Gas | <input type="checkbox"/> Elec. | <input type="checkbox"/> Other _____ | |
| Air Conditioning: | <input type="checkbox"/> Gas | <input type="checkbox"/> Elec. | <input checked="" type="checkbox"/> Other | <u>Window Units (3)</u> | |

Owner Sandra E Opatow 7/8/10 Date

Owner Patricia Humphries 7.8.10 Date

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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 the particular property to a particular buyer.

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.

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 exclusive seller's or buyer's agents, 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 the dual agency, the real estate company must terminate 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 from 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.



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 07/08/10 to the Contract of Sale dated 07/08/10
between Buyer Sandra E Opatow and Seller Patricia Humphries
known as 3106 Taylor Street Mount Rainier, MD 20712

(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. [] YES [X] NO [] UNKNOWN
B. Record Title Holder Notice. [] YES [X] NO [] UNKNOWN
C. General Aviation Airport Environment Disclosure Notice. [] YES [X] NO [] UNKNOWN

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

2. HISTORIC SITE/RESOURCE/DISTRICT. [X] 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.

3. UNIMPROVED ROAD. [] YES [X] 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.

4. LAND USE, ZONING, ROADS, HIGHWAYS, PARK, TRANSPORTATION, ETC. Seller certifies that Seller has no knowledge of any published preliminary or adopted land use plan (or adopted Zoning Map Amendment) which may result in condemnation or taking of any part of Seller's property.

5. **PROXIMITY OF RECREATION FACILITIES.** Buyer(s) acknowledge that if property is adjacent to an existing or planned golf course or other recreational facility the property may be subject to minor damage as a result of the operation of such facility and that insurance against such damage is the responsibility of the Buyer.

6. **MILITARY OPERATIONS AND TESTING.** Buyer is advised that the Property may be located near a military installation that conducts flight operations, munitions testing, or military operations that may result in high noise levels.

(II) RECOMMENDED FOR PRINCE GEORGE'S COUNTY

7. **PRIVATE WATER AND/OR SEWER SUPPLY.** (To be completed by Seller if Property is served by a private water and/or Sewer company only) Water is supplied to the Property by _____ whose phone number is _____. Sewer service is supplied to the Property by _____ whose phone number is _____.

8. **DEFERRED WATER AND SEWER ASSESSMENTS/FRONT FOOT BENEFIT CHARGES.** Certain communities are subject to charges or assessments intended to defray the cost of installing water and sewer facilities. These charges are liens against the Property that usually run with the Property for between 20 and 40 years, but are often not paid in the property tax bill. These charges or assessments are separate from bills for water and sewer usage and from homeowners' association dues. If not included in the property tax bill, they are often paid annually and are not usually included within an escrow payment paid to a mortgage holder. (Seller to check appropriate line below):

- There are currently NO deferred water and sewer assessments or front foot benefit charges assessed against the Property.
- Currently, front foot benefit charges are paid in the property tax bill for the Property.
- Deferred water and sewer assessments ARE assessed against the Property in the amount of \$ _____ per year.

They are paid to _____ (name of company) with an address of _____ & phone number of _____.

Unknown

9. **AVAILABILITY OF WATER AND SEWER SERVICE.** (Seller to check appropriate boxes)

- A. Water: Is the Property connected to public water? YES NO UNKNOWN
If no, has it been approved for connection to public water? YES NO UNKNOWN
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 UNKNOWN
If no, has it been approved for connection to public sewer? YES NO UNKNOWN
If not connected, has a septic system been installed? YES NO UNKNOWN
If not connected, has a septic system been approved? YES NO UNKNOWN
If not connected, has a septic system been disapproved? YES NO UNKNOWN
If yes, explain: _____

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.

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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 _____ and payment is made to _____ 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 CITY OF MOUNT KATHNER

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 UNKNOWN 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: NA Management Company: _____ Telephone: _____ Assessments/special tax \$ _____ per _____. Special Assessments: \$ _____. Are there any assessments approved yet not assessed? YES NO UNKNOWN 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

18. AVAILABILITY OF HOME WARRANTY: YES NO UNKNOWN
If yes, home warranty paid for and provided at settlement by:

Purchaser Seller
Cost not to exceed \$ 409
Warranty Provider to be HMS
Warranty issued for term of ONE YEAR

19. 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.

[Signature]
SELLER 7/8/10
DATE

Pat Hughes
SELLER 7.8.10
DATE

BUYER [Signature]
DATE
Broker (Company Name)

BUYER [Signature]
DATE 7/8/10
Broker or Authorized Representative

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MARYLAND PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 3106 Taylor Street Mount Rainier, MD 20712
Legal Description: Lot 8 Block 10

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:

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? 8 years

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

Water Supply	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Well	<input type="checkbox"/> Other _____
Sewage Disposal	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Septic System approved for _____ (# bedrooms)	
Garbage Disposal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Dishwasher	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Heating	<input type="checkbox"/> Oil	<input checked="" type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump Age _____ <input checked="" type="checkbox"/> Other _____
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump Age _____ <input checked="" type="checkbox"/> Other <u>Window Units</u>
Hot Water	<input type="checkbox"/> Oil	<input checked="" type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric Capacity _____ Age _____ <input type="checkbox"/> Other _____

Plus: Supplemental High-efficiency panels 02 rooms

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems: Yes No Unknown

COMMENTS: patch SW corner & NE corner

2. Basement: Any leaks or evidence of moisture? Yes No Unknown Does Not Apply

COMMENTS: patch SW corner

3. Roof: Any leaks or evidence of moisture? Yes No Unknown

Type of roof asphalt Age: 4 years

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: upgraded from galvanized to all copper in 2004

6. Heating Systems: Is heat supplied to all finished rooms? Yes No Unknown

COMMENTS: high efficiency supplemental convection panel in lg. upstairs room

Is the system in operating condition? Yes No Unknown

COMMENTS: supplemental convection heating panel in downstairs bedroom

7. Air Conditioning System: Is cooling supplied to all finished rooms? Yes No Unknown Does Not Apply

COMMENTS: window units in ~~all~~ most rooms except sm. upstairs bedroom

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?

COMMENTS: upgraded electrical throughout house including box + service to the house

Will the smoke detectors provide an alarm in the event of a power outage? Yes No Does Not Apply

COMMENTS: _____

9. Septic Systems: Is the septic system functioning properly? Yes No Unknown Does Not Apply

When was the system last pumped? Date: _____ Unknown

COMMENTS: _____

10. Water Supply: Any problem with water supply? Yes No Unknown

COMMENTS: _____

Home Water Treatment System: Yes No Unknown

COMMENTS: water filter in kitchen will remain with house

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

COMMENTS: Some - between basement and main level

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: _____

13. Wood-destroying insects; Any infestation and/or prior damage? Yes No Unknown
 COMMENTS: old damage in basement previously repaired
 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. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?
 Yes No Unknown

COMMENTS: _____

16. Are there any zone 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: _____

17. 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: City of Mt Rainier is a designated historic district

18. Is the property subject to any restriction imposed by a Homeowners Association or any other type of community association?
 Yes No Unknown If yes, specify below.

COMMENTS: _____

19. 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 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 Section 10-702 of the Maryland Real Property Article.

Owner Pat Humphries Date 7.8.10

Owner [Signature] Date 7/8/10

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 Section 10-702 of the Maryland Real Property Article.

Purchaser _____ Date _____

Purchaser _____ Date _____

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO OWNER(S): Sign this statement only if you elect to sell the property without representation and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects as 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 described above 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 Section 10-702 of the Maryland Real Property Article.

The owner(s) has actual knowledge of the following latent defects: _____

Owner _____ Date _____

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 Section 10-702 of the Maryland Real Property Article.

Purchaser _____ Date _____

Purchaser _____ Date _____





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

For the sale of Property at: 3106 Taylor Street Mount Rainier, MD 20712
Property Address

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):

X SO PH Property (all portions) was constructed after January 1, 1978. (If initialed, complete section V only.) Year Constructed: 1919 STH
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.)

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) SO PH 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) SO PH 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. 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.

Signatures and dates for Seller, Purchaser, and Agent. Seller: Pat H... 7/8/10; Seller: [Signature] 7/8/10; Agent: [Signature] 7/8/10.





MARYLAND LEAD PAINT DISCLOSURE AND NOTICE STATEMENT

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

RE: 3106 Taylor Street Mount Rainier, MD 20712
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.

Pat Hampton 7-8-10
Seller Date

[Signature] 7/8/10
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



LF1761

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

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Page 1 of 1



9/99