



### RESIDENTIAL PROPERTY INFORMATION

Property known as: 6547 West Shady Side Road Shady Side, MD 20764

OWNER: Troy and Melanie Turner

LISTING BROKER: REMAX Realty Services

1. **INCLUSIONS AND EXCLUSIONS** : Included in the sales price are all permanently attached fixtures and smoke detectors. Other items which may be considered personal property, whether installed or stored upon the property, are listed as follows:

<b>INCLUDED</b>	<b>INCLUDED</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<input type="checkbox"/> Alarm System	<input type="checkbox"/> Electronic Air Filter	<input type="checkbox"/> Intercom	<input type="checkbox"/> Storm Windows
<input type="checkbox"/> Built-In Microwave	<input type="checkbox"/> Exhaust Fan(s) # _____	<input checked="" type="checkbox"/> Playground Equipment	<input checked="" type="checkbox"/> Stove or Range
<input checked="" type="checkbox"/> Ceiling Fan(s) # <u>4</u>	<input type="checkbox"/> Exist WW Carpet	<input type="checkbox"/> Pool, Equipment & Cover	<input type="checkbox"/> T.V. Antenna
<input type="checkbox"/> Central Vacuum	<input type="checkbox"/> Fireplace Screen/Door	<input checked="" type="checkbox"/> Refrigerator(s) # <u>1</u>	<input type="checkbox"/> Trash Compactor
<input checked="" type="checkbox"/> Clothes Dryer	<input type="checkbox"/> Freezer	<input checked="" type="checkbox"/> w/ice maker	<input type="checkbox"/> Wall Oven(s) # _____
<input checked="" type="checkbox"/> Clothes Washer	<input type="checkbox"/> Furnace Humidifier	<input type="checkbox"/> Satellite Dish	<input type="checkbox"/> Water Filter
<input checked="" type="checkbox"/> Cooktop	<input type="checkbox"/> Garage Opener(s) # _____	<input type="checkbox"/> Screens	<input checked="" type="checkbox"/> Water Softener
<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/> w/ remote(s) # _____	<input type="checkbox"/> Shades / Blinds	<input checked="" type="checkbox"/> Window A/C Unit(s)
<input checked="" type="checkbox"/> Drapery/Curtain Rods	<input type="checkbox"/> Garbage Disposer	<input type="checkbox"/> Storage Shed(s) # _____	# <u>4</u>
<input checked="" type="checkbox"/> Draperies	<input type="checkbox"/> Hot Tub, Equipment & Cover	<input type="checkbox"/> Storm Door(s) # _____	<input type="checkbox"/> Window Fan(s) # _____
			<input type="checkbox"/> Wood Stove

ADDITIONAL INCLUSIONS: \_\_\_\_\_

ADDITIONAL EXCLUSIONS: \_\_\_\_\_

2. **FEES/RESTRICTIONS**: Property is subject to mandatory fees/restrictions imposed by (please check all that apply) :

- Homeowner's Association: \_\_\_\_\_ ( ) Mandatory ( ) Voluntary \$ \_\_\_\_\_ per \_\_\_\_\_
- Condominium Association: \_\_\_\_\_ \$ \_\_\_\_\_ per \_\_\_\_\_
- Front Foot/Capital Facilities Fee: \_\_\_\_\_ \$ 495 per year
- Special Taxing District : \_\_\_\_\_ \$ \_\_\_\_\_ per \_\_\_\_\_
- Historic District Designation: \_\_\_\_\_
- Other: \_\_\_\_\_
- Private Utility Assessment ( *Front Foot Addendum* attached)

NOTE: List additional information, including community amenities and services included in fees, on a separate attached page.

3. **LIMITED WARRANTY**: OWNER acknowledges notification by BROKER that an optional limited warranty, available to purchase by OWNER, will provide limited coverage for the repair of mechanical equipment, appliances, plumbing and electrical systems, and other coverage as specified by the Home Warranty.  OWNER waives the option to purchase warranty  OWNER elects to purchase a home warranty at a cost of \$ 400 to be deducted from OWNER's proceeds at settlement.

4. **INSURANCE CLAIMS**:

- A report from the Comprehensive Loss Underwriting Exchange (CLUE) is attached.
- A report from the Comprehensive Loss Underwriting Exchange (CLUE) is not attached.

5. **LIABILITY**: OWNER indemnifies and holds harmless the BROKER and Listing Agent for any losses, damage or liabilities resulting from any act or omission by OWNER including, but not limited to, providing inaccurate or incomplete information, and OWNER's or Buyer/Tenant's non-performance or default under any Contract of Sale.

6. **OTHER INFORMATION (Including all "material facts")**: water softener "as is"

Information provided herein is true, correct and complete to the best of OWNER's knowledge, and OWNER authorizes Listing Broker to provide said information to other brokers and prospective buyers/tenants.

OWNER: [Signature] Date: 9/29/10

OWNER: [Signature] Date: 9/29/10



MARYLAND LEAD PAINT DISCLOSURE AND NOTICE STATEMENT

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

RE: 6547 West Shady Side Road, Shady Side, MD 20764

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...
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...
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...

Seller Troy Turner 9/29/10 Date

Seller Melanie Turner 9/29/10 Date

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

Buyer Date Buyer Date



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

RE: 6547 West Shady Side Road, Shady Side, MD 20764

Property Address

LEAD WARNING STATEMENT

Every buyer/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.

SELLER'S/LANDLORD'S DISCLOSURE (initial)

TAT M (h)

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):

TAT M (b)

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

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

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

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

BUYER'S/TENANT'S ACKNOWLEDGMENT (initial)

(c) Buyer/Tenant has read the Lead Warning Statement above

(d) Buyer/Tenant has received copies of all information listed above. [ ] Yes [ ] No [ ] None listed

(e) Buyer/Tenant has received the pamphlet Protect Your Family From Lead in Your Home. [ ] Yes [ ] No

(f) Buyer has (check one below):

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

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

AGENT'S ACKNOWLEDGMENT (initial)

(g) Agent has informed the seller/landlord of the seller's/landlord's obligations Under 42 U.S.C. 4582d 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.

Handwritten signatures and dates for Seller/Landlord (Troy Turner), Buyer/Tenant, Seller/Landlord (Melanie Turner), Buyer/Tenant, and Agent (Don McGlynn).

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STATE OF MARYLAND  
REAL ESTATE COMMISSION

## Understanding Whom Real Estate Agents Represent

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

### Agents Who Represent the Seller

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

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

### Agents Who Represent the Buyer

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

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

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

### Dual Agents

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

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

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

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

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

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

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

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

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

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

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

that RE/MAX Realty Services (firm name)

And Don McGlynn (salesperson) are working as:

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

Troy Turner 9/29/10  
Signature Troy Turner Date

Melanie Turner 9/29/10  
Signature Melanie Turner Date

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

\_\_\_\_\_  
Signature of agent Date

\_\_\_\_\_  
Name of individual to whom disclosure was made

\_\_\_\_\_  
Name of individual to whom disclosure was made



STATE OF MARYLAND  
REAL ESTATE COMMISSION

## Consent for Dual Agency

*(in this form, the word "seller" includes "landlord", "buyer" includes "tenant", and "purchase" or "sale" includes "lease.")*

### When Dual Agency May Occur

The possibility of dual agency arises when:

- >The buyer is interested in a property listed by a real estate company; and
- >The seller's agent and the Buyer's agent work for that same real estate company.

Before the buyer and seller can proceed to be represented by a dual agent, they must both sign a Consent For Dual Agency. If they have previously signed a Consent For Dual Agency, they must affirm their consent for the sale of a particular property to a particular buyer.

### Your Choices Concerning Dual Agency

When a dual agency situation in fact arises, the buyer and seller have the following options:

**Consent in writing to dual agency.** If all parties consent in writing, the real estate company (the "dual agent") will assign one real estate agent from the company to represent the seller or landlord (the seller's "intra-company agent") and another agent from the company to represent the buyer or tenant (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as an exclusive seller's or buyer's agent, including advising their clients as to price and negotiation strategy.

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

### Important Considerations Before Making a Decision About Dual Agency

~~A~~ dual agent does not exclusively represent either the seller or buyer and there may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

~~A~~s a dual agent, the real estate company does not owe undivided loyalty to either the seller or buyer.

## Duties of a Dual Agent and Intra-Company Agent

Like other agents, dual agents and intra-company agents must keep confidential information about a client's bargaining position or motivations unless the client gives consent to disclose the information. For example, a dual agent or intra-company agent may not tell the other party, or the other party's agent, without consent of the client:

- >Anything the client asks to be kept confidential\*,
- >That the seller would accept a lower price or other terms,
- >That the buyer would accept a higher price or other terms,
- >The reasons why a party wants to sell or buy, or
- >That a party needs to sell or buy quickly.

\*However, like all agents, a dual agent and intra-company agent must disclose any material facts about a property to the other party.

## How Dual Agents Are Paid

Only the dual agent receives compensation on the sale of a property listed by that company.

If the financial bonus is offered to an agent who sells property that is listed with his company, this fact must be disclosed in writing to both the buyer and the seller.

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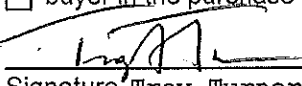
I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency, and that if I do not consent, there will not be a dual agency. I hereby voluntarily consent to have RE/MAX Realty Services act as dual agent for me as the:

(Firm Name)

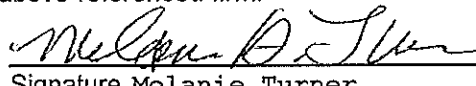
6547 West Shady Side Road

seller in the sale of the property at: Shady Side, MD 20764

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

  
Signature Troy Turner

9/29/10  
Date

  
Signature Melanie Turner

9/29/10  
Date

## AFFIRMATION

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

\_\_\_\_\_  
Signature Troy Turner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Melanie Turner

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

6547 West Shady Side Road

Shady Side, MD 20764

\_\_\_\_\_  
Property Location

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 6547 West Shady Side Road, Shady Side, MD 20764

Legal Description:

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? 12 years 11 months

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

Water Supply: [ ] Public, [x] Well, [ ] Other
Sewage Disposal: [x] Public, [ ] Septic System approved for (# bedrooms)
Garbage Disposal: [ ] Yes, [x] No
Dishwasher: [x] Yes, [ ] No
Heating: [x] Oil, [ ] Natural Gas, [ ] Electric, [ ] Heat Pump Age, [ ] Other
Air Conditioning: [ ] Oil, [ ] Natural Gas, [x] Electric, [ ] Heat Pump Age, [ ] Other
Hot Water: [ ] Oil, [ ] Natural Gas, [x] Electric Capacity Age 11+

**Please indicate your actual knowledge with respect to the following:**

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

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 zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?  Yes  No  Unknown

If yes, specify below

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

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: \_\_\_\_\_

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?

Yes  No  Unknown If yes, specify below

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

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?

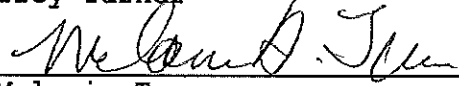
Yes  No  Unknown

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 it is complete and accurate as of the date signed. The owner(s) further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Owner  Date 9/25/10  
Troy Turner

Owner  Date 9/29/10  
Melanie Turner

The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

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

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



**FINANCIAL CONDITION OF PROPERTY DISCLOSURE ADDENDUM TO  
EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT**

ADDENDUM # \_\_\_\_\_ dated 9/29/10 to Exclusive Right to Sell Brokerage Agreement dated 9/29/10, between Owner(s) Troy Turner, Melanie Turner and Broker RE/MAX Realty Services Don McGlynn 6547 West Shady Side Road for Property known as Shady Side, MD 20764

Owner represents to Broker that the information below is true and complete to the best of Owner's knowledge and belief.

- A.      (Check if applicable) The Property is not encumbered by any mortgage or Deed of Trust.
- B. The Property is secured by a first mortgage or Deed of Trust held by Arsenal Federal Savings Bank in the approximate amount of One hundred sixty eight thousand dollars (\$ 168,000 ).
- C. The Property is secured by a second mortgage or Deed of Trust held by \_\_\_\_\_ in the approximate amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ ).
- D. The Property is secured by a line of credit or home equity line of credit held by \_\_\_\_\_ in the approximate amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ ).
- E. Owner is current on all payments for the loans identified in paragraphs B, C and D above.
- F. Owner is not in default on any loan identified in paragraphs B, C and D above and has not received any notice(s) from the holders of any loan identified in paragraphs B, C and D above regarding a default under the loan, threatened foreclosure, notice of foreclosure, or the filing of foreclosure.
- G. There are no liens secured against the Property for federal, state, or local income taxes; real property taxes; or unpaid condominium or homeowners association fees.
- H. There are no judgments filed against Owner (including each owner for jointly held property).
- I. Owner has not filed for bankruptcy protection under United States law and is not contemplating doing so during the term of the Listing Agreement.
- J. If any statements in paragraphs E through I above are incorrect or untrue, Owner will provide additional information below:

Owner acknowledges that Broker and their real estate licensees affiliated with Broker are required by law to disclose to any potential buyer or any licensee cooperating in the sale of the Property, either as the Owner's agent or an agent for a prospective buyer, any information contained in paragraph J above. Owner acknowledges that the disclosure of information contained in paragraph J, is required to be disclosed by Broker and their real estate licensees affiliated with Broker as a material fact to prospective buyers under Maryland law.

During the term of the Listing Agreement, should any change occur with respect to answers A through J above, Owner shall immediately notify Broker and the listing agent in writing of such change.

Troy Turner  
Owner  
Troy Turner  
9/29/10  
Date

Melanie D. Turner  
Owner  
Melanie Turner  
9/29/10  
Date

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