

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 6717 44th Avenue, University Park, MD 20782

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?

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

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

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

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 Angela Bruce Date \_\_\_\_\_

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

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

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

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

**MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT**

NOTICE TO OWNER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

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

\_\_\_\_\_

Owner Angela Bruce Date 1/21/2010  
Angela Bruce

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

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

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

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



**MARYLAND LEAD PAINT DISCLOSURE AND NOTICE STATEMENT**

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

RE: 6717 44th Avenue, University Park, MD 20782

Property Address

**DISCLOSURE**

1. Seller represents that the above described Property may contain lead paint such that said Property may be subject to the Maryland Lead Poisoning Prevention Program Act contained in the Maryland Code, Environment Article, Sections - 6-801et seq. (1996 Repl. Vol) (the "Maryland Lead Act").
2. If Seller has had the subject property inspected pursuant to the Maryland Lead Act, and such inspection revealed conditions which require remedial actions, (i.e., risk reduction obligations), Seller represents as follows:

Seller to check applicable statement(s):

- a)  Seller has the following outstanding risk reduction obligations:
- 

- b)  Seller will complete the outstanding risk reduction obligations prior to settlement.

- c)  Seller will not complete the outstanding risk reduction obligations prior to settlement.

In the event that none of the foregoing boxes have been checked, this shall constitute Seller's representation that either (1) the subject property has not been inspected pursuant to the Maryland Lead Act, or (2) if the subject property has been inspected pursuant to the Maryland Lead Act, either inspection did not result in the imposition of any risk reduction obligations or all risk reduction obligations have been completed.

All outstanding obligations not completed by Seller will become Buyer's responsibility after settlement if the property remains rental property or is converted to rental property.

**NOTICE**

1. In the event that Buyer intends to occupy the Property, but converts the Property to rental use in the future, Buyer is advised that Buyer must register the property with the Maryland Department of the Environment within 30 days following conversion of the Property to rental Property and will therefore be subject to all requirements of the Maryland Lead Act at the time of such conversion.
2. In the event the Property is currently rented and will continue to be rented, Buyer is advised that Buyer must register the Property with the Maryland Department of the Environment within 30 days of settlement and will be subject to all requirements of the Maryland Lead Act at the time of settlement.

Angela J Bruce      1/21/2010  
 Seller Angela Bruce      Date      Seller      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

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

RE: 6717 44th Avenue, University Park, MD 20782

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)

- Presence of lead-based paint and/or lead-based paint hazards (check one below):
Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

- Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
Records and reports available to the seller/landlord (check one below):
Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

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

BUYER'S/TENANT'S ACKNOWLEDGMENT (initial)

- Buyer/Tenant has read the Lead Warning Statement above
Buyer/Tenant has received copies of all information listed above.
Buyer/Tenant has received the pamphlet Protect Your Family From Lead in Your Home.
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)

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.

Angela Bruce 1/21/2010
Seller/Landlord Date Buyer/Tenant Date
Angela Bruce

Agent William Marcel Ratnavale 1/21/10
Seller/Landlord Date Buyer/Tenant Date
Agent Date

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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 # \_\_\_\_\_ dated \_\_\_\_\_ to the Contract of Sale dated \_\_\_\_\_, between Buyer \_\_\_\_\_ and Seller Angela Bruce for Property known as 6717 44th Avenue, University Park, MD 20782

The following provisions are included in and supersede any conflicting language in the Contract.

(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. Special Taxing District Notice [X] YES [ ] NO [ ] UNKNOWN
D. General Aviation Airport Environment Disclosure Notice. [ ] YES [X] 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 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., 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. [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. 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 [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. Buyer acknowledges that Buyer is aware that information relative to (1) government plans for land use, roads, highways, parks, transportation, etc., and (2) rezoning is available for inspection at the County Administration Building, Upper Marlboro, Maryland.

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 NA 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.

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 \_\_\_\_\_

*University Park*

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: \_\_\_\_\_

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

18. AVAILABILITY OF HOME WARRANTY:

YES  NO  UNKNOWN

If yes, home warranty is to be provided at settlement and paid for by:  Buyer  Seller

Cost not to exceed \$ \_\_\_\_\_ Warranty Company Name: \_\_\_\_\_

Warranty Issued for term of: \_\_\_\_\_

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.

*Angela Bruce* *1/21/2010*  
SELLER DATE SELLER DATE  
*Angela Bruce*

BUYER DATE BUYER DATE

*RE/MAX REALTY SERVICES* *1/21/10*  
Broker (Company Name) 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 # \_\_\_\_\_ dated \_\_\_\_\_ to Exclusive Right to Sell Brokerage Agreement dated January 21, 2010, between Owner(s) Angela Bruce and Broker RE/MAX Realty Services William Marcel Ratnavale 6717 44th Avenue for Property known as University Park, MD 20782

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

- |   |  |  |   |
|---|--|--|---|
| <b>INCLUDED</b>   | <b>INCLUDED</b>  | <b>INCLUDED</b>  | <b>INCLUDED</b>                                     |
| <input type="checkbox"/> Alarm System                     | <input type="checkbox"/> Exhaust Fan(s) # _____            | <input checked="" 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 type="checkbox"/> Ceiling Fan(s) # _____           | <input checked="" type="checkbox"/> Fireplace Screen/Doors | <input type="checkbox"/> w/ice maker                             | <input type="checkbox"/> Water Filter               |
| <input type="checkbox"/> Central Vacuum                   | <input type="checkbox"/> Freezer                           | <input type="checkbox"/> Satellite Dish                          | <input type="checkbox"/> Water Softener             |
| <input type="checkbox"/> Clothes Dryer                    | <input checked="" type="checkbox"/> Furnace Humidifier     | <input checked="" type="checkbox"/> Screens <i>wood shutters</i> | <input type="checkbox"/> Window A/C Unit(s) # _____ |
| <input 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 checked="" type="checkbox"/> Drapery/Curtain Rods  | <input type="checkbox"/> Hot Tub, Equip. & Cover           | <input type="checkbox"/> Storm Windows                           |   |
| <input type="checkbox"/> Draperies/Curtains               | <input type="checkbox"/> Intercom                          | <input checked="" type="checkbox"/> Stove or Range               |   |
| <input checked="" type="checkbox"/> Electronic Air Filter | <input type="checkbox"/> Playground Equipment              | <input type="checkbox"/> T.V. Antenna                            |   |

ADDITIONAL INCLUSIONS (Specify):

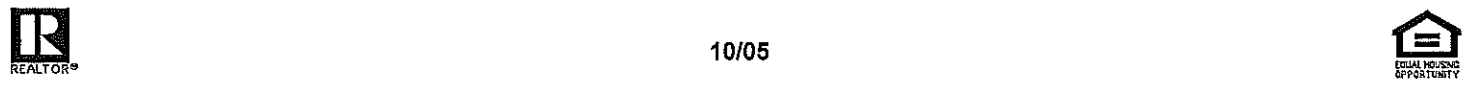
EXCLUSIONS (Specify):

**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 \_\_\_\_\_

Angela Bruce 1/21/2010  
Owner Date Owner Date

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Prince George's County Association of REALTORS®, Inc.

NOTICE TO PURCHASERS

REGARDING SPECIAL TAXING DISTRICTS

(For use with the MAR Statewide Sales Contract or Regional Sales Contract for properties located in Prince George's County subject to a Special Taxing District)

ADDENDUM Dated \_\_\_\_\_ to contract of sale dated \_\_\_\_\_
Between Buyer \_\_\_\_\_
And Seller Angela Bruce
for property Located at 6717 44th Avenue, University Park, MD 20782

Seller hereby notifies Buyer that the property IS located within a special taxing district and is subject to a special property tax district assessment in the amount of \$ \_\_\_\_\_ (at last assessment). Buyer acknowledges receipt of notice (below) and agrees to assume responsibility for payment of this assessment as of the date of settlement.

NOTICE TO PURCHASERS

PLEASE TAKE NOTICE that the Property in this Contract is subject to a Special Taxing District that may require the payment and collection of additional taxes and fees. Failure of the owner of the Property to make payments in the Special Taxing District may subject them to penalties, fees, the placement of a lien and/or sale of the Property.

COUNTY LAW REQUIRES THE SELLER to inform the Purchaser prior to the Contract being signed that the property is subject to a Special Taxing District obligation.

This notice shall be provided by the seller before the execution of the contract of sale by the purchaser. This notice, signed or initialed and dated by the purchaser and seller, shall be provided at the time the contract is signed, and copies shall be retained by purchaser and seller as part of the contract. Any person who violates requirements in this subsection is guilty of a misdemeanor and subject to the penalties provided in Subtitle 1.

A purchaser who does not receive the Notice to Purchasers on or before the date the contract of sale is entered into may rescind the contract within five (5) days following receipt of the Notice to Purchasers.

Buyer \_\_\_\_\_

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Date \_\_\_\_\_

Seller Angela Bruce

Date 1/21/2010

Seller \_\_\_\_\_

Date \_\_\_\_\_



**NOTICE TO BUYER AND SELLER OF BUYER'S RIGHTS AND SELLER'S OBLIGATIONS UNDER MARYLAND'S SINGLE FAMILY RESIDENTIAL PROPERTY CONDITION DISCLOSURE LAW**

ADDENDUM # \_\_\_\_\_ dated \_\_\_\_\_ to the Contract of Sale dated \_\_\_\_\_, between Buyer \_\_\_\_\_ and Seller Angela Bruce for Property known as 6717 44th Avenue, University Park, MD 20782

NOTE: This notice does not apply to: (1) the initial sale of single family residential property which has never been occupied, or for which a certificate of occupancy has been issued within one year prior to the date of the Contract; (2) a transfer that is exempt from the transfer tax under Subsection 13-207 of the Tax-Property Article, except land installments contracts of sale under Subsection 13-207(a)(11) of the Tax-Property Article and options to purchase real property under Subsection 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 a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

Section 10-702 of the Real Property Article of the Annotated Code of Maryland ("Section 10-702") requires that a seller of a single family residential property ("the property") deliver to each buyer, on or before entering into a contract of sale, on a form published and prepared by the Maryland Real Estate Commission, EITHER:

- (A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:
  - (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
  - (ii) Insulation;
  - (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
  - (iv) Plumbing, electrical, heating, and air conditioning systems;
  - (v) Infestation of wood-destroying insects;
  - (vi) Land use matters;
  - (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
  - (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
  - (ix) Whether the smoke detectors will provide an alarm in the event of a power Outage; and
  - (x) **If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.**

Latent defects under Section 10-702 means material defects in real property or an improvement to real property that:

- (i) A buyer would not reasonably be expected to ascertain or observe by a careful visual inspection, and
- (ii) Would pose a threat to the health or safety of the buyer or an occupant of the property, including a tenant or invitee of the buyer;

OR

(B) A written disclaimer statement providing that:

- (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and
- (ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.

Buyer \_\_\_\_\_ / \_\_\_\_\_

Seller Angela Bruce



At the time the disclosure or disclaimer statement is delivered to you ("the buyer"), you are required to date and sign a written acknowledgement of receipt on the disclosure or disclaimer statement which shall be included in or attached to the contract of sale.

Section 10-702 further provides that a buyer who receives the disclosure or disclaimer statement on or before entering into a contract of sale does not have the right to rescind the contract based upon the information contained in the disclosure or disclaimer statement.

You are hereby notified that, in certain circumstances, you have the right to rescind your contract with the seller if the seller fails to deliver to you the written property condition disclosure or disclaimer statement. Section 10-702 provides that a buyer who does not receive the disclosure or disclaimer statement on or before entering into the contract has the unconditional right, upon written notice to the seller or seller's agent:

- (i) To rescind the contract at any time before the receipt of the disclosure or disclaimer statement or within 5 days following receipt of the disclosure or disclaimer statement; and
- (ii) To the immediate return of any deposits made on account of the contract.

Your right to rescind the contract under Section 10-702 terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application or within 5 days following receipt of a written disclosure from a lender who has received your application for a mortgage loan, if the lender's disclosure states that your right to rescind terminates at the end of that 5 day period.


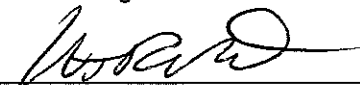
Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
- (ii) Occupancy, in the event of a lease with option to purchase.

The information contained in the property condition disclosure statement is the representation of the seller and not the representation of the real estate broker or sales person, if any. A disclosure by the seller is not a substitute for an inspection by an independent professional home inspection company. You should consider obtaining such an inspection. The information contained in a disclosure statement by the seller is not a warranty by the seller as to the condition of the property of which condition the seller has no actual knowledge or other condition, including latent defects, of which the seller has no actual knowledge. The seller is not required to undertake or provide an independent investigation or inspection of the property in order to make the disclosures required by Section 10-702. The seller is not liable for an error, inaccuracy or omission in the disclosure statement if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the seller or was provided to the seller by a third party as specified in Section 10-702(i) or (j).

You may wish to obtain professional advice about the property or obtain an inspection of the property.

The undersigned buyer(s) and seller(s) acknowledge receipt of this notice on the date indicated below and acknowledge that the real estate licensee(s) named below have informed the buyer(s) and the seller(s) of the buyer(s)' rights and the seller(s)' obligations under Section 10-702.

_____ Buyer's Signature	_____ Date	 _____ Seller's Signature	<u>1/21/2010</u> _____ Date
_____ Buyer's Signature	_____ Date	_____ Seller's Signature	_____ Date
_____ Agent's Signature	_____ Date	 _____ Agent's Signature	<u>1/21/10</u> _____ Date

**William Marcel Ratnavale**

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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 William Marcel Ratnavale (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)

Angela F. Bruce 1/21/2010  
Signature Angela Bruce Date Signature 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