



**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 John E. Lowry, for Property known as 10821 Hunting Lane, Columbia, MD 21044

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.**

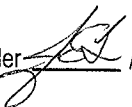

Latent defects under Section 10-702 means material defects in real property or an improvement to real property that:

- (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  \_\_\_\_\_ 

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:

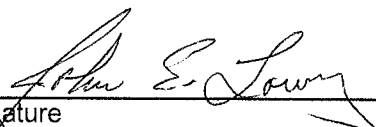
- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
- (ii) Occupancy, in the event of a lease with option to purchase.

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

 7/26/11  
\_\_\_\_\_  
Seller's Signature Date  
John E. Lowry

\_\_\_\_\_  
Buyer's Signature Date

\_\_\_\_\_  
Seller's Signature Date

\_\_\_\_\_  
Agent's Signature Date

 7/26/11  
\_\_\_\_\_  
Agent's Signature Date  
John D. Lowry

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# MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 10821 Hunting Lane, Columbia, MD 21044

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? 23 yrs

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

Water Supply	<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Well	<input type="checkbox"/> Other _____
Sewage Disposal	<input type="checkbox"/> Public	<input checked="" 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 checked="" type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric
Hot Water	<input checked="" type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric Capacity _____ Age _____
			<input type="checkbox"/> Heat Pump Age _____
			<input type="checkbox"/> Other _____

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**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: asphalt shingle Age approx 12 yrs  
 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: \_\_\_\_\_

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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 John E. Lowry Date 7/26/11

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 John E. Lowry 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 § 10-702 of the Maryland Real Property Article.

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

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

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

Property Address: 10821 Hunting Lane, Columbia, MD 21044

#### PART I. Inclusions/Exclusions Disclosure

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

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Alarm System	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Freezer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Satellite Dish
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Built-in Microwave	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Furnace Humidifier	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Storage Shed
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2	Ceiling Fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Garage Opener	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Stove or Range
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Central Vacuum	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2	w/ remote	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Trash Compactor
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Clothes Dryer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Gas Log	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Wall Oven
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Clothes Washer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Hot Tub, Equip, & Cover	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Water Treatment System
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Cooktop	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Intercom	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Window A/C Unit
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Dishwasher	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Playground Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Window Fan
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Disposer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Pool, Equip, & Cover	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Window Treatments
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Electronic Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Refrigerator	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Wood Stove
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2	Fireplace Screen/Door	<input type="checkbox"/>	<input checked="" type="checkbox"/>		w/ ice maker				

OTHER attic fan

#### AS IS ITEMS

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

#### LEASED ITEMS

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

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

Seller John E. Lowry Date 7/26/11 Seller \_\_\_\_\_ Date \_\_\_\_\_

#### PART II. Inclusions/Exclusions Addendum

The Contract of Sale dated \_\_\_\_\_ between Seller John E. Lowry, \_\_\_\_\_ and Buyer \_\_\_\_\_ is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

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

_____ Seller	_____ Date	_____ Buyer	_____ Date
_____ Seller	_____ Date	_____ Buyer	_____ Date



## Lead Paint - Federal Disclosure

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

RE: 10821 Hunting Lane, Columbia, MD 21044

Property Address

#### LEAD WARNING STATEMENT

Every purchaser/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession and notify the buyer/tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase/lease.

#### SELLER'S/LANDLORD'S DISCLOSURE (initial)

(a) **Presence of lead-based paint and/or lead-based paint hazards (check one below):**

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

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

(b) **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.

#### PURCHASER'S/TENANT'S ACKNOWLEDGMENT (initial)

\_\_\_\_ (c) Purchaser/Tenant has read the Lead Warning Statement above

\_\_\_\_ (d) Purchaser/Tenant has received copies of all information listed above.  Yes  No  None listed

\_\_\_\_ (e) Purchaser/Tenant has received the pamphlet Protect Your Family From Lead in Your Home.  Yes  No

\_\_\_\_ (f) Purchaser has (check one below):

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

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

#### AGENT'S ACKNOWLEDGMENT (initial)

(g) Agent has informed the seller/landlord of the seller's/landlord's obligations Under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

#### CERTIFICATION OF ACCURACY

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

John E. Lowry \_\_\_\_\_ 7/26/11 \_\_\_\_\_  
 Seller/Landlord Date Buyer/Tenant Date  
 John E. Lowry

John D. Lowry \_\_\_\_\_ 7/26/11 \_\_\_\_\_  
 Seller/Landlord Date Buyer/Tenant Date  
 Agent John D. Lowry Date Agent Date

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**Maryland Lead Poisoning Prevention Program Disclosure**  
**THIS FORM IS A REVISION OF MAR LEAD PAINT FORM**  
*(Use with contracts for the sale of property constructed prior to 1979)*

Property Address 10821 Hunting Lane  
Columbia, MD 21044

1. Seller hereby discloses that the property (*Seller to initial applicable lines*) :

           /            was constructed prior to 1950; OR

*[Handwritten initials]*

           /            was constructed between 1950 and 1978; AND

If constructed in 1978 or earlier,            /            is or            /            is not registered in the Program.

2. If the Property was constructed prior to 1950 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer shall be required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer shall be responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants as well as the requirements of qualified offers.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (*Seller to initial applicable line*)            /            has; or            /            has **not** occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

If such event has occurred, Seller (*Seller to initial applicable line*)            /            will; OR            /            will **not** perform the required treatment prior to transfer of title of the Property to Buyer.

Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs.            /            (**BUYER**)

**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.

*[Signature]* 7/26/11  
 Seller Date  
 John E. Lowry

\_\_\_\_\_  
 Buyer Date

*[Signature]* 7/26/11  
 Seller Date  
 John D. Lowry  
 Seller's Agent Date

\_\_\_\_\_  
 Buyer Date

\_\_\_\_\_  
 Buyer's Agent Date

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## Authorization and Agreement to Negotiate Contract/Lease and Conduct Transaction Electronically

The Contract of Sale/Lease dated \_\_\_\_\_, Address 10821 Hunting Lane,  
 City Columbia, State MD Zip 21044  
 between Seller/Landlord John E. Lowry,  
 and Buyer/Tenant \_\_\_\_\_ is  
 hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in  
 the Contract or Lease.

In accordance with the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act, or "E-Sign" ("The Act"), and other applicable state or local legislation regarding Electronic Signatures and Transactions, **the undersigned do hereby expressly authorize and agree to the use of electronic signatures ("E-Sigs") as an additional method of signing and/or initialing this Contract/Lease.**

In the event a third party to the transaction contemplated by this Contract or Lease (Lender, Title Insurer, Hazard Insurance Company, etc.) requires that the Agreement be executed with handwritten signature(s), the parties mutually agree to re-execute the documents comprising the Contract or Lease with handwritten signatures in a timely manner. The Buyer and Seller are advised to confirm the acceptance of the use of E-Sigs with third parties in advance.

In order to assure the authentication of their electronic signatures, to demonstrate the parties intent, and to provide for auditable proof of the signature(s) to assure their non-repudiation, the parties hereby agree that either party may sign electronically by utilizing the following Digital Signature Service: \_\_\_\_\_

*John E. Lowry*      7/26/11  
 Seller/Landlord      Date  
 John E. Lowry

\_\_\_\_\_  
 Buyer/Tenant      Date

\_\_\_\_\_  
 Seller/Landlord      Date

\_\_\_\_\_  
 Buyer/Tenant      Date

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**HOWARD COUNTY NOTICE AND DISCLOSURE ADDENDUM**  
**(For use with the MAR Residential Contract of Sale and the Regional Contract of Sale)**

The Residential Contract of Sale ("the Contract") between \_\_\_\_\_ (Seller) and \_\_\_\_\_ (Buyer), dated \_\_\_\_\_, for the sale of Property known as \_\_\_\_\_, located in Howard County, Maryland is hereby amended by addition of the following which is incorporated in and made a part of the Contract of Sale. In the event any of the following provisions are inconsistent with other provisions in the Contract, the terms and conditions of this Addendum shall supersede such other provisions and shall control.

**1. GENERAL PLAN MAPS: HOWARD COUNTY:**

**A. NOTICE TO BUYER: GENERAL PLAN MAPS AND GENERALIZED ZONING MAP FOR HOWARD COUNTY.**

i. If you are purchasing an existing residential dwelling unit ("Re-Sale Home") or a newly constructed residential dwelling unit ("New Home") which is located in Howard County, Maryland, the Seller is required by Section 17.502 of the Howard County Code to notify you that the Property being purchased may be affected by plans for roadway capital improvements and land use in Howard County. Current plans for roadway capital improvement and land use in Howard County are contained in the current Howard County General Plan Maps and current Generalized Zoning Map (the "Maps").

ii. YOU HAVE THE RIGHT TO EXAMINE THE CURRENT HOWARD COUNTY GENERAL PLAN MAPS AND CURRENT GENERALIZED ZONING MAP.

**B. ACKNOWLEDGEMENT BY BUYER**

Buyer hereby acknowledges that Seller has notified the Buyer of the Buyer's right to examine the current General Plan Maps and current Generalized Zoning Map for Howard County and Buyer understands that in order to become fully informed of current and future roadway improvements and land use plans, Buyer should consult with the Howard County Department of Planning and Zoning, 3430 Courthouse Drive, Ellicott City, Maryland 21043.

\_\_\_\_\_  
Buyer's Initials

\_\_\_\_\_  
Buyer's Initials

**C. AVAILABILITY OF MAPS**

If the Property being purchased is a Re-Sale Home, a copy of the Maps is available at the Howard County Department of Planning and Zoning, 3430 Court House Drive, Ellicott City, Maryland 21043. If the Property being purchased is a New Home, the Seller is required to have available in a model home or sales office a copy of the current General Plan Maps and Generalized Zoning Map for Howard County. If a model home or sales office is not located in the same subdivision as the Property, the Seller of a New Home shall have a copy of the Maps available at the Property.

**D. RESCISSION RIGHTS OF BUYER:**

i. If notice of the availability of the General Plan Maps and Generalized Zoning Map is provided to you at the time of or within less than two (2) days before entering into the Contract, you shall have the right, upon written notice to the Seller, to rescind the Contract and, in the event of such rescission, all deposit money paid by you in connection with the Contract will be returned to you. To be effective, your election to rescind the Contract, as herein provided, must be delivered to the Seller not later than 11:59 p.m. on the second Howard County Government business day immediately following the date of Buyer's acknowledgement of the availability of the Maps for Howard County as evidenced by the initials of the Buyer in Section 1.B. of this Addendum. If notice of the availability is provided to you more than two (2) days before entering into the Contract, then you shall have no right to rescind the Contract for any reason based upon the contents of the Maps.

ii. Buyer hereby acknowledges that Buyer has read this Addendum and is aware of Buyer's rescission rights as set forth in Section 1.D.i. above.

\_\_\_\_\_  
Buyer's Initials

\_\_\_\_\_  
Buyer's Initials

**E. FAILURE TO PROVIDE GENERAL PLAN MAPS:**

- i. Buyer is advised that Section 17.502(c) of the Howard County Code provides that the failure of the Seller to provide notice of the availability of the Maps for Howard County shall not cause the Contract to be invalid, void, voidable or otherwise unenforceable by the Seller or Buyer.
- ii. Seller is hereby advised that Section 17.504 of the Howard County Code provides that the failure of the Seller to provide notice of the availability of the Maps for Howard County would constitute a violation of Title 24, "Civil Penalties" of the Howard County Code and may result in a Class B offense under Title 24 against the Seller.

**2. NEW HOME - RIGHT TO PRE-SETTLEMENT INSPECTION.**

A. Not less than fourteen (14) hours nor more than seventy-two (72) hours prior to the date of actual settlement, a buyer of a new home, or the agent of the Buyer, shall have the right to inspect the new home. If mutually agreed upon in writing, the Buyer and Seller may provide for more than one (1) pre-settlement inspection or for the pre-settlement inspection to occur not less than fourteen (14) hours or more than seventy-two (72) hours prior to the date of actual settlement. Not later than fourteen (14) calendar days prior to the date of actual settlement, the Seller shall notify the Buyer, in writing, of the proposed date and time of the pre-settlement inspection. Such written notice shall include three (3) proposed pre-settlement inspection times on at least two (2) different dates. The pre-settlement inspection, unless agreed to otherwise by the Buyer, shall be scheduled to commence between the hours of 10:00 a.m. and 8:00 p.m. The Buyer, upon receipt of the notice of pre-settlement inspection as herein provided from the Seller, shall promptly notify the Seller or the agent of the Seller of which of the pre-settlement inspection dates and times proposed by the Seller are accepted by the Buyer. The Seller shall make every reasonable effort to designate the dates and times for the pre-settlement inspection reasonably convenient to the Buyer.

B. The Seller shall allow a reasonable time for the Buyer or the agent of the Buyer to conduct the pre-settlement inspection and shall provide the Buyer or the agent of the Buyer with reasonable access to the interior and exterior of the new home and the real property being conveyed, if applicable. At the time of the pre-settlement inspection, the Seller shall arrange to have all utilities servicing the new home to be connected and turned on in order for the Buyer or the agent of the Buyer to inspect and test all fixtures, electrical, mechanical, including appliance, plumbing, heating and air-conditioning systems as installed in the new home.

C. Both the Buyer and the Seller, as well as the agent of the Buyer and the agent of the Seller, if requested to do so by their respective clients, may attend the pre-settlement inspection.

D. The right of a buyer to a pre-settlement inspection as provided for in this Subtitle may not be waived in the contract of sale, and any such purported waiver may not be enforced by the Seller in a court of law.

**3. NEW HOME - ORAL STATEMENTS, REPRESENTATIONS, WARRANTIES AND PROMISES.**

Any oral statements, representations, warranties or promises made to you prior to your execution of the Contract by the Seller or agent of the Seller may not be enforceable by you against the Seller or agent of the Seller in any subsequent legal or administrative proceeding unless such statements, representations, warranties or promises are in writing and signed by yourself and the Seller, or agent of the Seller. Any statements, representations, warranties or promises made to you by the Seller or agent of the Seller, upon which you rely, and which are not contained in this printed contract of sale form must be stated in a written addendum attached to the Contract form which is to be signed by both yourself and the Seller in order to make such statements, representations, warranties or promises part of the agreement between yourself and the Seller and enforceable in any legal or administrative proceeding.

**4. NOTICE OF DISCLOSURES OF AIRPORTS AND HELIPORTS.**

If Buyer is concerned about the existence of airports or heliports located near the Property, Buyer should contact the Howard County Zoning Office at (410) 313-2395 to determine the location of any such airports or heliports prior to the execution of this Addendum.

**5. NOTICE TO BUYER - HOWARD COUNTY PROPERTY TAX.**

DUE TO A VARIETY OF MARYLAND PROPERTY TAX CREDIT PROGRAMS, THE BUYER'S PROPERTY TAX BILL MAY BE SIGNIFICANTLY DIFFERENT THAN THE TAX BILL PAID PREVIOUSLY BY THE SELLER OF THE PROPERTY. BUYERS SHOULD CONTACT THE HOWARD COUNTY DEPARTMENT OF FINANCE FOR AN ESTIMATE OF THEIR PROPERTY TAX OBLIGATION.

The Howard County Department of Finance is located at: 3430 Court House Drive, Ellicott City, MD 21043 and may be contacted in person **OR** by telephone at (410) 313-2195 **OR** visit the Howard County Citizen Self Service for Real Estate Property Taxes web site at: <https://howardcountymd.munisselfservice.com/citizens/RealEstate/Default.aspx>. (Enter property address and click search, then select "Charges Exemptions Credits".)

**6. NOTICE TO BUYER - RADIUM IN WELL WATER.**

According to the Howard County Health Department, Bureau of Environmental Health, a water quality survey indicates that elevated levels of naturally occurring radium and uranium have been found in some wells located in the Baltimore Gneiss formation. **Properties serviced by public water are not impacted.** Property Owners in the affected area are required to test new and replacement wells and, if applicable, install a treatment system prior to being granted a Certificate of Potability and putting the well into use. There are no regulations that require private owners of existing private wells to meet US EPA drinking water standards for radioactivity. The radium and uranium levels in well water may be determined through water analysis tests performed by the Howard County Health Department or by an environmental testing firm approved by the Howard County Health Department. Buyer may obtain a copy of a brochure entitled "Radionuclides & Your Well Water: A Homeowner's Guide," from the website of the Howard County Health Department at <http://www.co.ho.md.us/health/docs/Radion2005.pdf>. The brochure includes a general map of Howard County showing the potentially affected areas as well as a list of approved environmental testing firms. If the Property being purchased is served by a private well and if Buyer is concerned about radium and uranium levels, Buyer, prior to execution of this Addendum, should download and read the brochure and consider whether to include a contingency in the contract of sale to provide for a well water quality test by the Howard County Health Department or by an approved environmental testing firm.

**7. NOTICE TO BUYER – DEFERRED FRONT FOOT BENEFIT FEES AND OTHER CHARGES.**

The Property **IS** \_\_\_\_\_ or **IS NOT** \_\_\_\_\_ (Seller to initial applicable provision) subject to a fee or assessment charged by the developer or other private entity (Lienholder) which is payable as a one time or ongoing fee, runs with the land, and constitutes a contractual obligation between the Lienholder and the Property owner.

If the property **IS** subject to a such a fee or assessment, the amount of such fee is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ and is payable annually to (name and address) \_\_\_\_\_.

There may be a right of prepayment or discount for early payment which may be ascertained by contacting the Lienholder. This fee or assessment is a contractual obligation between the Lienholder and each owner of the Property and is not in any way a fee or assessment by Howard County.

**8. NOTICE TO BUYER - WATER AND SEWAGE FACILITIES FEES.** The property **IS** \_\_\_\_\_ or **IS NOT** \_\_\_\_\_ (Seller to initial applicable provision) subject to a fee or assessment which purports to cover or defray the cost of installing and/or maintaining all or part of the water or wastewater facilities constructed by the developer of the \_\_\_\_\_ subdivision.

This fee or assessment is in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) and is payable annually in (month) \_\_\_\_\_ to (name and address) \_\_\_\_\_, hereinafter called ("Lienholder").

\_\_\_\_\_  
Buyer Date Seller Date

\_\_\_\_\_  
Buyer Date Seller Date

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