



State of Maryland
Real Estate Commission

Understanding Whom Real Estate Agents Represent

At the Time of the First Scheduled Face to Face Contact with You, the Real Estate Licensee Who is Assisting You is Required by Law to Provide this Notice to You. This Notice is Not a Contract or Agreement and Creates No Obligation on Your Part.

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

In this form "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease"

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.

if you are viewing a property listed by the company with whom the agent accompanying you is affiliated, and you have not signed a "Consent for Dual Agency" form, that agent is representing the seller

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 may enter into a written contract with a real estate agent which provides that the agent will represent the buyer in locating a property to buy. 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. The agent's fee is paid according to the written agreement between the agent and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement before a contract offer can be prepared.

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.

We the Sellers/Landlord Buyers/Tenants acknowledge receipt of a copy of this disclosure and that
CHAMPION REALTY (firm name)

and Dori Savani (salesperson) are working as:

(You may check more than one box but not more than two)

- seller/landlord's agent
- cooperating agent (representing seller/landlord)
- buyer's /tenant's agent
- intra-company agent/dual-agent (**CHECK BOX ONLY IF CONSENT FOR DUAL AGENCY FORM HAS BEEN SIGNED**)

Signature _____ Date 3-25-11

Signature _____ Date 3-25-11

* * * * *

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.

Name of individual to whom disclosure was made _____

Name of individual to whom disclosure was made _____

Agent's Signature _____

(Date) _____



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:

- 1) The buyer is interested in a property listed by a real estate broker; and
- 2) The seller's agent and the buyer's agent are affiliated with the same real estate broker.

Important Considerations Before Making a Decision About Dual Agency

A broker acting as a dual agent does not exclusively represent either the seller or buyer; there may be a conflict of interest because the interests of the seller and buyer may be different or adverse. As a dual agent, the real estate broker does not owe undivided loyalty to either the seller or buyer.

Before the buyer and seller can proceed to be represented by a broker acting as a dual agent, they must both sign Consent for Dual Agency. If the buyer has previously signed Consent for Dual Agency, the buyer must **affirm** the buyer's consent for the purchase of a particular property before an offer to purchase is presented to the seller. If the seller has previously signed Consent for Dual Agency, the seller must **affirm** the seller's consent for the sale of the property to a particular buyer before accepting an offer to purchase the property. The **affirmation** is contained on Page 2 of this form.

Your Choices Concerning Dual Agency

In a possible dual agency situation, the buyer and seller have the following options:

1. **Consent in writing to dual agency.** If all parties consent in writing, the real estate broker or the broker's designee (the "dual agent") will assign one real estate agent affiliated with the broker to represent the seller (the seller's "intra-company agent") and another agent affiliated with the broker to represent the buyer (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.
2. **Refuse to consent to dual agency.** If either party refuses to consent in writing to dual agency, the real estate broker must terminate the brokerage relationship for that particular property with the buyer, 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 another real estate company. If the buyer's agreement is terminated, the buyer 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. Alternatively, the buyer may choose to enter into a written buyer agency agreement with a different company.

Duties of a Dual Agent and Intra-Company Agent

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

1. Anything the client asks to be kept confidential*;
2. That the seller would accept a lower price or other terms;
3. That the buyer would accept a higher price or other terms;
4. The reasons why a party wants to sell or buy, or that a party needs to sell or buy quickly; or
5. Anything that relates to the negotiating strategy of a party.

* Dual agents and intra -company agents must disclose material facts about a property to all parties.

How Dual Agents Are Paid

Only the broker receives compensation on the sale of a property listed by that broker.

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

Consent for Dual Agency

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 **refuse** to consent, there will not be a dual agency; and that I may withdraw the consent at any time upon notice to the dual agent. I hereby consent to have

Devi Savani act as dual agent for me as the
(Firm Name)

Seller, in the sale of the property at: 434 Bwendell Saverna Pal, md 21146

Buyer in the purchase of any property listed for sale with the above-referenced broker.

[Signature] Date 3-25-11

[Signature] Signature Date 3-25-11

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

- The undersigned Buyer(s) hereby affirm(s) consent to dual agency for the following property:

Property Address _____

Signature _____ Date _____

Signature _____ Date _____

- The undersigned Seller(s) hereby affirm(s) consent to dual agency for the Buyer(s) identified below:

Name(s) of Buyer(s) _____

Signature _____ Date _____

Signature _____ Date _____

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	_____
Buyer's Signature	_____	Date	_____
Agent's Signature	_____	Date	_____

Seller's Signature	_____	Date	3-25-11
Seller's Signature	_____	Date	3-25-11
Agent's Signature	_____	Date	3-25-11

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 434 Rivendell Ln, Seveana Park, MD, 21446-3551
Legal Description: IMPS.928 ACRE 434 RIVENDELL LN SEVERNA PARK

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 System: 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
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 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

Comments: _____ If yes, specify below

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 _____

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 _____



Anne Arundel County Association of REALTORS®

RESIDENTIAL PROPERTY INFORMATION

Property known as 434 Rivendell Ln Severna Park MD 21446-3551
 OWNER: Lawrence M Oakey Elizabeth A Oakey
 LISTING BROKER: CHAMPION REALTY

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:

INCLUDED	INCLUDED	INCLUDED
<input type="checkbox"/> Alarm System	<input type="checkbox"/> Electronic Air Filter	<input type="checkbox"/> Storm Windows
<input checked="" type="checkbox"/> Built-in Microwave	<input type="checkbox"/> Exhaust Fan(s) # _____	<input checked="" type="checkbox"/> Stove or Range
<input checked="" type="checkbox"/> Ceiling Fan(s) # <u>10</u>	<input checked="" type="checkbox"/> Exist WW Carpet	<input type="checkbox"/> T.V. Antenna
<input type="checkbox"/> Central Vacuum	<input checked="" type="checkbox"/> Fireplace Screen/Door	<input type="checkbox"/> Trash Compactor
<input checked="" type="checkbox"/> Clothes Dryer	<input type="checkbox"/> Freezer	<input checked="" type="checkbox"/> Wall Oven(s) # <u>1</u>
<input checked="" type="checkbox"/> Clothes Washer	<input type="checkbox"/> Furnace Humidifier	<input type="checkbox"/> Water Filter
<input type="checkbox"/> Cooktop	<input checked="" type="checkbox"/> Garage Opener(s) # <u>3</u>	<input type="checkbox"/> Water Softener
<input checked="" type="checkbox"/> Dishwasher	<input checked="" type="checkbox"/> W/ remote(s) # <u>5</u>	<input type="checkbox"/> Window A/C Unit(s) # _____
<input checked="" type="checkbox"/> Drapery/Curtain Rods	<input checked="" type="checkbox"/> Garbage Disposer	<input type="checkbox"/> Window Fan(s) # _____
<input checked="" type="checkbox"/> Draperies	<input type="checkbox"/> Hot Tub, Equipment & Cover	<input type="checkbox"/> Wood Stove
	<input type="checkbox"/> Storm Door(s) # _____	
	<input type="checkbox"/> Storm Door(s) # _____	

ADDITIONAL INCLUSIONS: front ramp posts - see

ADDITIONAL EXCLUSIONS: Anything from deck

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: _____ \$ _____ per _____

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 St. American Home Warranty warranty at a cost of \$ _____ 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"):** None

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 3-25-11
 OWNER: [Signature] Date 3.25.11



...Expect More™

Receipt of the Rule

Lead-Based Paint and Lead-Based Paint Hazards

The undersigned acknowledge receipt of the following documents with respect to lead-based paint and lead-based hazards which may be present in the property being sold or leased:

- The Lead Disclosure Rule
- EPA-HUD Fact Sheet
- Protect Your Family From Lead In Your Home
- Maryland Lead Poisoning Prevention Program - Notice of Tenants' Rights
- Disclosure of Information On Lead-Based Paint and/or Lead-Based Hazards
- Maryland Lead Poisoning Prevention Program - Disclosure

Signature/Date *Shirley M. O'Neil* 3-25-11

Signature/Date *Eugene A. O'Neil* 3.25.11

RealStateAgent/Date *You Jovan* _____

10/2010



DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Property Address: 434 Rivendell Ln, Severna Park

SELLER REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (SELLER TO INITIAL APPLICABLE LINE): / housing was constructed prior to 1978 OR / date of construction is uncertain.

Federal Lead Warning Statement A 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 contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. 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 disclose the buyer/tenant the presence of known lead-based paint hazards and 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. A tenant must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a buyer conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

Seller's/Landlord's Disclosure

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

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

(ii) Seller/Land/Lord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (initial (i) or (ii) below):

(i) / Seller/Land/Lord 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).

(ii) / Seller/Land/Lord 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 received copies of all information listed in section (b)(i) above, if any

(d) / Buyer/Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Buyer has (initial (i) or (ii) below):

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

(ii) / 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)

(f) Agent has informed the seller/landlord of the Seller's/Land/Lord's obligations under 42 U.S.C. 4852(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 they have provided is true and accurate.

Seller/Land/Lord: [Signature] Date: 3-25-11

Buyer/Tenant: [Signature] Date: [Blank]

Buyer's/Tenant's Agent: [Signature] Date: [Blank]

Seller/Land/Lord's Agent: [Signature] Date: 3/25/11



Buyer(s): _____
 Seller(s): Harry C. Goudy 3RD & Deborah J. Goudy
 Property: 434 Rivendell, Severna Park, MD 21146

**LEAD-BASED PAINT HAZARD
 NOTICE AND AGREEMENT**


LEAD BASED PAINT HAZARDS. (Title X, Section 10108, the Residential Lead-Based Paint Hazard Reduction Act of 1992) (the Act), required the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A seller of pre-1978 housing is required to disclose to the buyer(s), based upon the seller's actual knowledge, all known lead-based paint hazards in the Property and provide the buyer(s) with any available reports in the seller's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. The seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection. At the time that the offer to purchase is entered into by the buyer(s), the seller is required to provide the buyer(s) with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form.

The seller is required under the Act to provide the buyer(s) with a ten (10) day time period (or other mutually agreeable time period) for the buyer(s), at buyer(s) expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the buyer(s) waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of settlement.

The Act is effective September 6, 1996, for a seller who owns more than four (4) dwelling units, whether single-family or multi-family, and December 6, 1996, for a seller who owns four (4) or fewer dwelling units.

A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.

SELLER REPRESENTS AND WARRANTS TO BUYER, BROKER(S), BROKER(S)' AGENTS AND SUBAGENTS, INTENDING THAT THEY RELY UPON SUCH WARRANTY AND REPRESENTATION, THAT THE PROPERTY (Seller to initial applicable line):

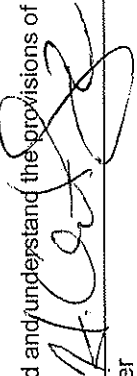

 was constructed prior to January 1, 1978;
 or
 _____ was constructed after January 1, 1978;
 or
 _____ uncertain as to age of the property

SELLER ACKNOWLEDGES RECEIPT OF BROCHURE "EPA & HUD REAL ESTATE NOTIFICATION AND DISCLOSURE RULE, QUESTIONS AND ANSWERS.";

If the Property was constructed prior to January 1, 1978 or if the date of construction is unknown, as indicated by Seller's initial above, Seller and Buyer mutually agree that the requirements of the Act shall apply to the sale of the Property. Seller and Buyer acknowledge that the real estate brokers and salespersons involved in the sale of the Property have no duty to ascertain or verify the date of construction and assume no such duty or responsibility.

Seller and Buyer agree and represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless all of the requirements of the ACT were fully satisfied and complied with prior to the execution of this Contract by Seller and Buyer. Seller and Buyer represent and warrant that each intended, as a material term of the offer and acceptance, that the requirements of the Act be fully complied with as an express condition of the formation of a binding and enforceable contract by and between the parties.

Buyer and Seller acknowledge by their signatures below that they have read and understand the provisions of this agreement.

Buyer	_____	Date	_____
	<u></u>	Seller	Date
			<u>3/23/05</u>
Buyer	_____	Date	_____
	<u></u>	Seller	Date
			<u>3-23-05</u>

LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT

Property: 434 Rivendell, Severna Park, MD 21146

Seller's Name: Harry C. Goudy 3RD & Deborah J. Goudy

Seller Instructions: Check the box indicating the age of your property and initial here. If you checked either box 1 or 3, continue to complete the Seller's Disclosure section below and sign this form at the bottom. If you checked box 2, then this form is complete.

- 1. was constructed prior to January 1, 1978 or
- 2. was constructed after January 1, 1978, or
- 3. uncertain as to when constructed.

Lead Warning Statement - Every purchaser of any interest in residential 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 very young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the sellers' possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure - Each seller is required to complete these two sections (a and b) by selecting an answer and then by initialing in each of these two sections (if more than one owner, all owners must select and initial):

(a) Presence of lead-based and/or lead-based paint hazards (**CHECK ONE BOX BELOW AND INITIAL**).

- Known lead-based paint and/or lead-based hazards are present in the housing (explain) _____
- Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (**CHECK ONE BOX BELOW AND INITIAL**):

- Seller has provided the purchaser with all available records pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below) _____
- Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgement All Purchaser(s) **MUST INITIAL c and d** then **MAKE THEIR SELECTION** in e and **INITIAL**

(c) _____ Purchaser(s) has received copies of all information listed above.

(d) _____ Purchaser(s) has received the pamphlet *Protect Your Family From Lead in Your Home*.

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

Listing Agent's Acknowledgement

(f) *Wilma J. Beck* The Listing Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(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.

Purchaser	_____	Date
Purchaser	_____	Date
Selling Agent	_____	Date

Seller	<i>A. C. G. S.</i>	Date
Seller	<i>Debbie Goidy</i>	Date
Listing Agent	<i>Wilma J. Beck</i>	Date

CBRB CN510 (08/12/03)

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 434 Rivendell, Severna Park, MD 21146

Legal Description: .928 Acre 434 Rivendell In Severna Park

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

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

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

Owner *H. C. Goudy 3rd* Date 3/23/05
 Owner *Deborah J. Goudy* Date 3-23-05

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

Purchaser _____ Date _____
 Purchaser _____ Date _____

Property Address: 434 Rivendell, Severna Park, MD 21146
 CBRB SF701 (07/15/03)

Tax ID: 020300002604500
County: ANNE ARUNDEL
Property Address: 434 RIVENDELL LN, SEVERNA PARK MD 21146 3551

Metropolitan Regional Information Systems, Inc.
Full Tax Record

Page 1 of 1
21-Mar-2011
2:33 pm

Legal Subdiv/Neighborhood: Condo/Coop Project:

Absent Owner: No

Incorporated City:
Owner Name: LAWRENCE M OAKEY

Company Owner:
Care of Name:

Address: ELIZABETH A

Mailing Address: 434 RIVENDELL LN, SEVERNA PARK, MD 21146 3551
Mag/Dist #: 3
Election District: 3
Section:
Map Suffix:
Historic ID:

Tax Map:
Map: 31
Sub-Parcel:
Plat Liber:

Tax Year: 2010

Tax Levy Year: 2010
Tax Rate: 0.99

Total Tax Bill: \$7,854

State/County Tax: \$7,579

Spec Tax Assmt:

City Tax:

Front Foot Fee:

Exempt Class: 000

Homestd/Exempt Status:

ASSESSMENT

Land Use

Improvement

Total Tax Value

Land

Improvement

2010 \$764,000
2009 \$1,003,390
2008 \$865,472

\$231,100
\$425,100
\$239,100

\$532,900
\$578,290
\$350,540

DEED

Deed Liber: 16363

Deed Folio: 281

Transfer Date

Grantor

GOUDY, HARRY C 3RD

Grantee

OAKEY, LAWRENCE M & ELIZABETH
GOUDY, HARRY C 3RD & DEBORAH J
GOUDY, HARRY C 3RD

PROPERTY DESCRIPTION

Year Built: 1965

Irregular Lot

Land Use Code: Residential

Property Class: R

Zoning Desc: RESIDENTIAL

Prop Use: RESIDENTIAL

Building Use:

Lot Description:

Zoning Code: R1

Square Feet: 40,423

Plat Liber/Folio: /

Quality Grade: GOOD

Xfer Devel.Right:

Site Influence:

Census Trct/Blck: 730,700/3004

Acreage: 0.93

Property Card:

Road Description:

Road Frontage:

Topography:

Sidewalk:

Pavement:

STRUCTURE DESCRIPTION

Section 1

Section 2

Section 3

Section 4

Section 5

Construction:

1B

Story Type:

1.5

Description:

2,460

Dimensions:

2,460

Area:

1,680

Foundation:

Ext Wall: Siding - Alum/Viny

Stories: 1B

Total Building Area:

Patio/Deck Type: DECK

Balcony Type:

Attic Type: Finished

Rooms:

Bedrooms:

Full Baths: 3

Half Baths: 0

Baths: 3.00

Other Rooms: STRGE OVER GARAGE

Other Amenities:

Appliances:

Gas:

Electric:

Roofing: Shingle - Composite

Style: Standard Unit

Units: 1

Living Area: 4,140

Porch Type: 1 Story-Open

Pool Type: Vinyl

Roof Type:

Fireplace Type: GAS

Bsmt Type: Not Specified

Bsmt Tot Sq Ft: 3,580

Bsmt Fin Sq Ft:

Bsmt Unfin Sq Ft:

of Dormers:

Year Remodeled: 1965

Model/Unit Type: STANDARD UNIT

Base Sq Ft: 3,580

Sq Ft: 120

Sq Ft: 900

Fireplaces: 1

Garage Type: Attached

Garage Const.: FRAME

Garage Sq Ft: 1320

Garage Spaces:

Air Conditioning: Combined System

Interior Floor:

Outbuildings:

Sewer: Public

Underground:

Heat: Forced Air

Water: Public

Fuel:

Walls:

Tax Record Updated: 28-Aug-2010

Courtesy of: Dori Savani
Home: (410) 991-4988
Cell: (410) 991-4988
Company: Champion Realty, Inc.
Office: (410) 224-0600

Office: (410) 224-0600
Email: dorisavani@championrealty.com
Fax: (410) 224-0632

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Accuracy of square footage, lot size and other information is not guaranteed.



