

**RESIDENTIAL PROPERTY INFORMATION**

Property known as 7804 Shellbourne Rd., Baltimore, MD 21226-  
 OWNER: Debra K Gravatt, Bryan K Newton, Patricia Cosgrove  
 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:

- |  |  |  |   |
|--|--|--|---|
| <p><b>INCLUDED</b></p> <p><input type="checkbox"/> Alarm System</p> <p><input type="checkbox"/> Built-in Microwave</p> <p><input checked="" type="checkbox"/> Ceiling Fan(s) # <u>5</u></p> <p><input type="checkbox"/> Central Vacuum</p> <p><input checked="" type="checkbox"/> Clothes Dryer</p> <p><input checked="" type="checkbox"/> Clothes Washer</p> <p><input checked="" type="checkbox"/> Cooktop</p> <p><input checked="" type="checkbox"/> Dishwasher</p> <p><input checked="" type="checkbox"/> Drapery/Curtain Rods</p> <p><input type="checkbox"/> Draperies</p> | <p><b>INCLUDED</b></p> <p><input type="checkbox"/> Electronic Air Filter</p> <p><input checked="" type="checkbox"/> Exhaust Fan(s) # <u>2</u></p> <p><input checked="" type="checkbox"/> Exist W/W Carpet</p> <p><input type="checkbox"/> Fireplace Screen/Door</p> <p><input type="checkbox"/> Freezer</p> <p><input type="checkbox"/> Furnace Humidifier</p> <p><input type="checkbox"/> Garage Opener(s) # _____</p> <p><input type="checkbox"/> w/ remote(s) # _____</p> <p><input type="checkbox"/> Garbage Disposer</p> <p><input type="checkbox"/> Hot Tub, Equipment &amp; Cover</p> | <p><b>INCLUDED</b></p> <p><input type="checkbox"/> Intercom</p> <p><input type="checkbox"/> Playground Equipment</p> <p><input type="checkbox"/> Pool, Equipment &amp; Cover</p> <p><input checked="" type="checkbox"/> Refrigerator(s) # <u>1</u></p> <p><input type="checkbox"/> w/ice maker</p> <p><input type="checkbox"/> Satellite Dish</p> <p><input checked="" type="checkbox"/> Screens</p> <p><input checked="" type="checkbox"/> Shades / Blinds</p> <p><input type="checkbox"/> Storage Shed(s) # <u>2</u></p> <p><input checked="" type="checkbox"/> Storm Door(s) # <u>1</u></p> | <p><b>INCLUDED</b></p> <p><input type="checkbox"/> Storm Windows</p> <p><input checked="" type="checkbox"/> Stove or Range</p> <p><input type="checkbox"/> T.V. Antenna</p> <p><input type="checkbox"/> Trash Compactor</p> <p><input type="checkbox"/> Wall Oven(s) # _____</p> <p><input type="checkbox"/> Water Filter</p> <p><input type="checkbox"/> Water Softener</p> <p><input checked="" type="checkbox"/> Window A/C Unit(s) # <u>2</u></p> <p><input type="checkbox"/> Window Fan(s) # _____</p> <p><input checked="" type="checkbox"/> Wood Stove</p> |
|--|--|--|---|

**ADDITIONAL INCLUSIONS:** ELECTRIC APPLIANCE, BENCH WITH WALL SHELF  
**ADDITIONAL EXCLUSIONS:** BENCH

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 FIRST warranty at a cost of \$ 370 to be deducted from OWNER's proceeds at settlement.  
*American Home*

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"):** SHED ON LEFT SITS OUTSIDE PROPERTY LINES

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: Debra Cosgrove / Pat Cosgrove Date 1-28-11  
 OWNER: Bryan Newton Date 1-28-11



## 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.



January 1, 1999

State of Maryland  
Real Estate Commission

## Consent For Dual Agency

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

### When Dual Agency May Occur

The possibility of dual agency arises when:

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

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

### Your Choices Concerning Dual Agency

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

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

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

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

- ☞ A dual agent does not exclusively represent either the seller or buyer and there may be a conflict of interest because the interests of the seller and buyer may be different or adverse.
- ☞ As a dual agent the real estate company does not owe loyalty to either the seller or buyer.

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

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

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

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

## How Dual Agents Are Paid

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

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

I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency, and that if I do not consent, there will not be a dual agency. I hereby voluntarily consent to have

CHAMPION REALTY act as dual agent for me as the

(Firm Name)

seller, in the sale of the property at: 7804 Shellbourne Rd.

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

Julia Cozime 1-28-11 / Patricia Cozime 1-28-11 / Bryan Newton 1-28-11  
Signature Date Signature Date Date

## AFFIRMATION

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

\_\_\_\_\_  
Signature Date Signature Date

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

\_\_\_\_\_  
Signature Date 7804 Shellbourne Rd.  
Property Location

\_\_\_\_\_  
Signature Date



**LEAD-BASED PAINT HAZARD LISTING AND SALE--NOTICE AND AGREEMENT  
PROPERTY AGE DISCLOSURE**

**LEAD-BASED PAINT HAZARDS.** Title X, Section 1018, 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.

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 REPRESENTATION AND WARRANTY, THAT THE PROPERTY (Seller to initial ONE of the following):

PC/PC/B 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 THE FOLLOWING:**

- (1) "EPA & HUD REAL ESTATE NOTIFICATION AND DISCLOSURE RULE" BROCHURE
- (2) "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" BROCHURE
- (3) "DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT/ LEAD-BASED PAINT HAZARDS"

Seller's Initials PC PC B

If the Property was constructed prior to January 1, 1978, or if the date of construction is uncertain, as indicated by Seller's initials 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 agents 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.

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

Debra Corzine 1-28-11  
SELLER DATE  
Debra Corzine 1-28-11  
BUYER DATE  
Buyer Agent 1-28-11  
AGENT

\_\_\_\_\_  
SELLER DATE  
\_\_\_\_\_  
BUYER DATE  
7804 Shellbourne Rd.  
Baltimore MD 21226  
PROPERTY ADDRESS



...Expect More™

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

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

SELLER'S DISCLOSURE

- (a) Presence of lead-based paint or lead-based paint hazards (check one below):
- [ ] (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
- [x] (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
(b) Records and reports available to the lessor (check one below):
- [ ] (i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- [x] (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER'S ACKNOWLEDGMENT (Initial)

- (c) Purchaser has received copies of all information listed above.
(d) Purchaser has received the pamphlet 'Protect Your Family from Lead in Your Home.'
(e) Purchaser has (check one 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

(f) Agent has informed the seller of the seller'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.

Debra Cosgrove 1-28-11
Seller Date
Purchaser Date
Patricia Cross 1-28-11
Seller Date
Purchaser Date
Bryan Neuber 1-28-11
Agent Date
Jon Sauer 1/28/11
Agent 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 January 26, 2011 to the Contract of Sale dated \_\_\_\_\_, between Buyer \_\_\_\_\_ and Seller Debra K Gravatt, Bryan K Newton, \_\_\_\_\_ Patricia Cosgrove \_\_\_\_\_ for Property known as 7804 Shellbourne Rd.

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 DK PG / BN  
Seller \_\_\_\_\_

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



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.

_____	_____	<i>Debra Corzine / Pat Corzine</i>	<i>1-28-11</i>
Buyer's Signature	Date	Seller's Signature	Date
_____	_____	<i>Buyer Newton</i>	<i>1-28-11</i>
Buyer's Signature	Date	Seller's Signature	Date
_____	_____	<i>Jane Sullivan</i>	<i>1/28/11</i>
Agent's Signature	Date	Agent's Signature	Date

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# MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 7804 Shellbourne Rd.  
Baltimore, MD, 21226-  
 Legal Description: Impslt 10 7804 Shelbourne Dr Shelbourne Manor

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

13. Wood-destroying insects: Any infestation and/or prior damage?  Yes  No  Unknown

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

Any treatments or repairs?  Yes  No  Unknown

Any warranties?  Yes  No  Unknown

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

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property?  Yes  No  Unknown

If yes, specify below

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

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?  Yes  No  Unknown

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

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

If yes, specify below

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

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District?  Yes  No  Unknown If yes, specify below

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

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

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

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?  Yes  No  Unknown

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

NOTE: Owner(s) may wish to disclose the condition of other buildings on the property on a separate RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

The owner(s) acknowledge having carefully examined this statement, including any comments, and verify that it is complete and accurate as of the date signed. The owner(s) further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Owner \_\_\_\_\_

Date \_\_\_\_\_

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 \_\_\_\_\_

**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: \_\_\_\_\_

**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: \_\_\_\_\_  
SHELVES SITS OUTSIDE PROPERTY LINES  
(ON LEFT)

Owner Debra Cosgrove / Patricia Cosgrove Date 1-28-11  
Owner Bryan Newton Date 1-28-11

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 \_\_\_\_\_

FORM: DLLR/REC/P/10-1-01 Rev  
Rev 10-1-07