



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

Addendum # _____ dated 4/8/19 to the Contract of Sale (the "Contract") dated _____.

The Residential Contract of Sale ("the Contract") between 3919 NEH, LLC (Seller) and _____ (Buyer), dated _____, for the sale of Property known as 4914 Canvasback Dr, Columbia, MD 21045-1835, 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 Initials 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.

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:

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.C. 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.

_____/_____
Buyer Initials Buyer hereby acknowledges that Buyer has read this Section D above and is aware of Buyer's rescission rights.

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: <http://howardcountymd.munisselfservice.com/citizens/RealEstate/Default.aspx?mode=new>. (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," which brochure includes a general map of Howard County showing the potentially affected areas as well as a list of approved environmental testing firms from the website of the Howard County Health Department at <http://countyofhowardmd.us/WorkArea/linkit.aspx?LinkIdentifier=id&ItemID=4294969374>.

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 – FRONT FOOT BENEFIT FEES AND OTHER CHARGES.

Front Foot Benefit Fees are those charges assessed by a builder, developer, or other private entity to cover the costs of development of a property or community including but not limited to the construction of roads, public and private water and sewer mains, pumping stations, designated greenways, conservation easements, rights of way or other costs of development which serve or benefit the Property directly. **Seller hereby discloses and represents that the property:** *(Seller to initial applicable provision)*

A. FEI / _____
Seller Initials **IS NOT** subject to a fee or assessment charged by the developer or other private entity hereinafter called ("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.

B. _____ / _____
Seller Initials **IS** 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.

This fee or assessment is in the amount of _____ Dollars (\$ _____) and is payable

☐ on a one-time basis or ☐ on an ongoing basis by: ☐ year / ☐ quarter / ☐ month

to: (name and address) _____, (Lienholder).

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 – COMMUNITY WATER AND SEWAGE FACILITY FEES.

Community Water and Sewage Facility Fees are charges assessed by a builder, developer or other private entity to cover the costs of construction, installation and maintenance of water and wastewater services facilities which continuously serve the community or subdivision in which the property is located. **Seller hereby discloses and represents that the property:** *(Seller to initial applicable provision)*

A. FEI / _____
Seller Initials **IS NOT** 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 _____ community and/or subdivision.

B. _____ / _____
Seller Initials **IS** 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 _____ community and/or subdivision.

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

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.

9. NOTICE TO BUYER – COLUMBIA COVENANT COMPLIANCE. The Seller hereby discloses and represents that the property:

A. FEI / _____
Seller Initials **IS NOT** subject to mandatory fees assessed by the Columbia Association (CPRA)

B. _____ / _____
Seller Initials **IS** subject to mandatory fees assessed by the Columbia Association (CPRA) - See Columbia Covenant Compliance Addendum

10. NOTICE TO BUYER – RIGHT TO FARM DISCLOSURE. Pursuant to the Howard County Zoning Regulations, you are hereby notified that farming is allowed in most zoning districts in Howard County and has been designated as the preferred land use within the RC (Rural Conservation) zoning district. Properties in the RC and RR (Rural Residential) zoning districts that are subject to an agricultural land preservation easement, whether held by the State of Maryland or Howard County, are required to be kept available for farming in perpetuity, and are assumed to be in agricultural use. Agriculture is also considered a valued land use on any property that has an Agricultural Use Assessment as determined by the State Department of Assessments and Taxation.

Residents and other occupants of property near land in agricultural areas should be prepared to accept the effects of usual and customary agricultural operations, facilities and practices, including noise, odors, dust, smoke, insects, operation of machinery, storage and disposal of manure, unusual hours of operation, and other agricultural activities.

11. NOTICE TO BUYER/PROSPECTIVE LANDLORD: HOWARD COUNTY LANDLORD-TENANT COUNTY COUNCIL BILL (CB-20)

Howard County Council Bill CB-20 took effect on August 12, 2018. CB-20 empowers the Howard County Office of Consumer Protection to enforce the provisions of the new landlord and tenant law. CB-20 specifies landlord obligations, lease termination clauses and required and prohibited provisions regarding rental applications and lease agreements. The full text of CB-20 can be found, read and downloaded on Office of Consumer Protection's website at www.howardcountymd.gov/landlordtenant.

12. NOTICE TO BUYER: HOWARD COUNTY – TRANSFER TAX EXEMPTION AND RATE REDUCTION – LAW ENFORCEMENT OFFICERS; FIRE AND RESCUE SERVICES MEMBERS AND CERTIFICATED PROFESSIONAL TEACHER

Pursuant to HB1604/HB 223/ Howard County Code 20.300, Howard County Law Enforcement Officers; Fire and Rescue Services Members and Certificated Professional Teachers may be eligible to be exempt from or receive reduced Howard County transfer taxes when purchasing residential real property located in Howard County and intended for use as a principal residence.

For further information, please contact the Howard County Department of Human Resources/Board of Education.

Buyer Date



Seller Date
3919 NEH, LLC 4-8-19

Buyer Date

Seller Date

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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 4/08/19 to the Contract of Sale
between Buyer _____
and Seller 3919 NEH, LLC for Property
known as 4914 Canvasback Dr, Columbia, MD 21045-1835

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 required permits were obtained for any improvements made to the property;
 - (x) Whether the smoke alarms:
 - 1. will provide an alarm in the event of a power outage;
 - 2. are over 10 years old; and
 - 3. if battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; and
 - (xi) 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 ESL



MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 4914 Canvasback Dr, Columbia, MD 21045-1835

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 seller. 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 SELLERS: 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 Sellers and is based upon the actual knowledge of Sellers as of the date noted. Disclosure by the Sellers 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 Sellers as to the condition of the property of which the Sellers have no knowledge or other conditions of which the Sellers have no actual knowledge.

How long have you owned the property? 8 months

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

Water Supply	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Well	<input type="checkbox"/> Other _____
Sewage Disposal	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Septic System approved for _____ (# of bedrooms)	Other Type _____
Garbage Disposal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Dishwasher	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Heating	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Heat Pump Age <u>2 yrs</u>
Hot Water	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric Capacity _____ Age <u>New</u>

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 _____

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: _____

8A. Will the smoke alarms provide an alarm in the event of a power outage? ☒ Yes ☐ No

Are the smoke alarms over 10 years old? ☐ Yes ☒ No

If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018? ☒ Yes ☐ No

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

☒ DOES NOT APPLY

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 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: _____

16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office? ☒ Yes ☐ No ☐ Does Not Apply ☐ Unknown

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 _____

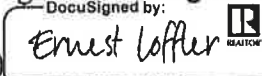
Comments: _____

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 seller(s) further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Seller(s) Ernest Loffler  Date 4/10/2019 | 11:59 AM EDT
 3919 NEH, LLC

Seller(s) _____ 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 SELLER(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 seller(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.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller 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.

Does the seller(s) have actual knowledge of any latent defects? ☐ Yes ☐ No If yes, specify:

Seller _____ Date _____
3919 NEH, LLC
Seller _____ 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 _____



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

4914 Canvasback Dr

Property Address: Columbia, MD 21045-1835

SELLER/LANDLORD REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (SELLER/LANDLORD TO INITIAL APPLICABLE LINE): fe / DS 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 to 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) fe / 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 (initial (i) or (ii) below):

(i) / 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).

(ii) fe / Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.**Buyer's/Tenant's Acknowledgment (Initial)**

(c) / Buyer/Tenant has 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) AB Agent has informed the Seller/Landlord of the Seller's/Landlord'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.

[Signature]
 Seller/Landlord
 3919 NEH, LLC

Date

Buyer/Tenant

Date

Seller/Landlord

Date

Buyer/Tenant

Date

[Signature]
 Seller's/Landlord's Agent

John Burgess

Date

Buyer's/Tenant's Agent

Date



10/17



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MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

4914 Canvasback Dr

Property Address: Columbia, MD 21045-1835

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

1. Seller hereby discloses that the Property was constructed prior to 1978;

AND

The Property _____ / _____ is or EL _____ is **not** registered in the Maryland Program (***Seller to initial applicable line***).

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is 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 is 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.

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.

ACKNOWLEDGEMENT: 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] 4-8-19
Seller _____ Date _____ Buyer _____ Date _____
3919 NEH, LLC

Seller _____ Date _____ Buyer _____ Date _____
[Signature] 4/08/19
Seller's Agent _____ Date _____ Buyer's Agent _____ Date _____
John Burgess



10/17



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John Burgess Group / Realty Executives Premier, 3919 National Dr Ste 310 Burtonsville MD 20866
John Burgess

Phone: 301.681.5093

Fax: 301.681.5094

4914 Canvasback

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**INCLUSIONS/EXCLUSIONS AND UTILITIES ADDENDUM TO
EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT**

For the sole purpose of assisting the agent in preparing an offer and
is not to be part of the Contract of Sale

ADDENDUM dated 4/08/19 to Exclusive Right to Sell Residential Brokerage Agreement

between Seller(s) 3919 NEH, LLC

and Broker Realty Executives Premier John Burgess

for Property known as 4914 Canvasback Dr
Columbia, MD 21045-1835

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

INCLUDED

- ☐ Alarm System
- ☒ Built-in Microwave
- ☒ Ceiling Fan(s) # 4
- ☐ Central Vacuum
- ☒ Clothes Dryer
- ☒ Clothes Washer
- ☐ Cooktop
- ☒ Dishwasher
- ☐ Drapery/Curtain Rods
- ☐ Draperies/Curtains
- ☐ Electronic Air Filter

INCLUDED

- ☒ Exhaust Fan(s) # 3
- ☒ Exist. W/W Carpet
- ☐ Fireplace Screen/Doors
- ☐ Freezer
- ☐ Furnace Humidifier
- ☐ Garage Opener(s) #
- ☐ w/remote(s) #
- ☒ Garbage Disposer
- ☐ Hot Tub, Equip. & Cover
- ☐ Intercom
- ☐ Playground Equipment

INCLUDED

- ☐ Pool, Equip. & Cover
- ☒ Refrigerator(s) # 1
- ☒ w/ice maker
- ☐ Satellite Dish
- ☒ Screens "AS IS" / "AS INSTALLED"
- ☐ Shades/Blinds
- ☐ Storage Shed(s) #
- ☐ Storm Doors
- ☐ Storm Windows
- ☒ Stove or Range
- ☐ T.V. Antenna

INCLUDED

- ☐ Trash Compactor
- ☐ Wall Oven(s) #
- ☐ Water Filter
- ☐ Water Softener
- ☐ Window A/C Unit(s) #
- ☐ Window Fan(s) #
- ☐ Wood Stove

ADDITIONAL INCLUSIONS (Specify):

EXCLUSIONS (Specify):

LEASED ITEMS: FUEL TANKS, SOLAR PANELS AND OTHER ITEMS: Seller's intentions with regard to any leased items are as follows:

UTILITIES: WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING: (Check all that apply)

- | | | | | |
|-------------------|--------------------------------------------|-------------------------------------------|-------------------------------------------|------------------------------------|
| Water Supply: | <input checked="" type="checkbox"/> Public | <input type="checkbox"/> Well | | |
| Sewage Disposal: | <input checked="" type="checkbox"/> Public | <input type="checkbox"/> Septic | | |
| Heating: | <input type="checkbox"/> Oil | <input type="checkbox"/> Gas | <input checked="" type="checkbox"/> Elec. | <input type="checkbox"/> Heat Pump |
| Hot Water: | <input type="checkbox"/> Oil | <input type="checkbox"/> Gas | <input checked="" type="checkbox"/> Elec. | <input type="checkbox"/> Other |
| Air Conditioning: | <input type="checkbox"/> Gas | <input checked="" type="checkbox"/> Elec. | <input type="checkbox"/> Other | |

Seller 3919 NEH, LLC Date 4-8-19 Seller _____ Date _____

Buyer DATE Buyer DATE

DISCLOSURE OF LICENSEE STATUS

Buyer(s)/Tenant(s): _____

Seller(s)/Landlord(s): 3919 NEH, LLC

Property Address: 4914 Canvasback Dr, Columbia, MD 21045-1835

This is to give notice that Ernest Coffey and John Burgess (INSERT NAME) hereby discloses that he/she is a Maryland real estate licensee **AND (CHECK THE APPROPRIATE BOX):**

☐ is the Buyer/Tenant of the Property or, if the Buyer/Tenant of the Property being purchased or leased is a business entity, has an ownership interest in such business entity;

☒ is the Seller/Landlord of the Property or, if the Seller/Landlord of the Property being sold or leased is a business entity, has an ownership interest in such business entity;

☐ is acting on behalf of or representing the Buyer/Tenant who is a member of the real estate licensee's immediate family*;

☐ is acting on behalf of or representing the Buyer/Tenant who is an employee of the real estate brokerage with which the real estate licensee is affiliated;

☐ is acting on behalf of or representing the Buyer/Tenant who is an employee of a team or group of which the real estate licensee is a member;

☐ is acting on behalf of or representing the Buyer/Tenant who is an employee of the real estate licensee;

☐ is acting on behalf of or representing the Seller/Landlord who is a member of the real estate licensee's immediate family*;

☐ is acting on behalf of or representing the Seller/Landlord who is an employee of the real estate brokerage with which the real estate licensee is affiliated;

☐ is acting on behalf of or representing the Seller/Landlord who is an employee of a team or group of which the real estate licensee is a member; or

☐ is acting on behalf of or representing the Seller/Landlord who is an employee of the real estate licensee.

***Immediate family includes a spouse or domestic partner, child, stepchild, child's spouse, stepchild's spouse, parent, sibling, grandparent, or grandchild.**

Buyer/Tenant Signature Date

Buyer/Tenant Signature Date

Ernest Coffey 4-8-19

Seller/Landlord Signature Date

3919 NEH, LLC

John Burgess 4/08/19

Seller/Landlord Signature Date

