



January 1, 1999

STATE OF MARYLAND  
REAL ESTATE COMMISSION

## Understanding Whom Real Estate Agents Represent

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

### Agents Who Represent the Seller

**Seller's Agent:** A seller's agent works for the real estate company that lists and markets the property for the sellers or landlords, and exclusively represents the sellers or landlords. That means that he or she may assist the buyer or tenant in purchasing or renting the property, but his or her duty of loyalty is only to the sellers or landlords. The seller pays the seller's agent's fees as specified in a written listing agreement.

**Cooperating Agent:** A cooperating agent works for a real estate company different from the company for which the seller's agent works. The cooperating agent can assist a buyer or tenant in purchasing or renting a property, but his or her duty of loyalty is only to the sellers or landlords. The cooperating agent's fee is paid by the sellers or landlords through the seller's agent's company.

### Agents Who Represent the Buyer

**Presumed Buyer's Agent (no written agreement):** When a person goes to a real estate agent for assistance in finding a home to buy or rent, the agent is presumed to be representing the buyer and can show the buyer properties that are *not* listed by the agent's real estate company. A presumed buyer's agent may not make or prepare an offer or negotiate a sale for the buyer. The buyer does *not* have an obligation to pay anything to the presumed agent.

If, for any reason, the buyer does not want the agent to represent him or her as a presumed agent, either *initially* or at *any time*, the buyer can decline or terminate a presumed agency relationship simply by saying so.

**Buyer's Agent (by written agreement):** A buyer or tenant may enter into a written contract with a real estate agent which provides that the agent will represent the buyer or tenant in locating a property to buy or rent. The agent is then known as the buyer's agent. That agent assists the buyer in evaluating properties and preparing offers, and negotiates in the best interests of the buyer or tenant. The agent's fee is paid according to the written agreement between the agent and the buyer or tenant. If you, as a buyer or tenant, wish to have an agent represent you exclusively, you must enter into a written buyer agency agreement.

### Dual Agents

The possibility of **dual agency** arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate company, or broker, is called the "dual agent". Dual agents do not act exclusively in the interests of either the seller or buyer, or landlord or tenant, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

If both seller and buyer, or landlord and tenant, agree to dual agency by signing a Consent For Dual Agency form, then the real estate company (the "dual agent") will assign one agent to represent the seller or landlord (the seller's "intra-company agent") and another agent to represent the buyer or tenant (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as exclusive seller's or buyer's agents, including advising their clients as to price and negotiation strategy, provided the clients have both consented to be represented by dual agency.

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

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling or buying or renting property:

- Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.
- Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.
- All agreements should explain how the agent will be paid and any fee-sharing agreements with other agents.
- You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate agent is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate agent may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6200.

This notice is information required by law and is NOT A CONTRACT

We the   x   Sellers/Landlord        Buyer's/Tenants acknowledge receipt of a copy of this disclosure and

that                     BREWSTER REALTY GROUP LLC                     (firm name)

And                             CARLTON BREWSTER                             (licensee) are working as:

- seller/landlord's agent
- cooperating agent
- buyer/tenant's agent
- dual agent (See "Consent for Dual Agency" form)  
(You may check more than one box)

Andrea Owens 11/26/08  
Signature Date

[Signature] 11-26-08  
Signature Date

I certify that on this date I made the required agency disclosure to the individuals identified below and they were unable or unwilling to acknowledge receipt of a copy of this disclosure statement.

\_\_\_\_\_  
Signature of agent Date

\_\_\_\_\_  
Name of individual to whom disclosure was made

\_\_\_\_\_  
Name of individual to whom disclosure was made



STATE OF MARYLAND  
REAL ESTATE COMMISSION

## Consent for Dual Agency

January 1, 1999

(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.

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

- ⇒ 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 company does not owe undivided loyalty to either the seller or buyer.





**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 November 23, 2008 to the Contract of Sale dated \_\_\_\_\_, between Buyer \_\_\_\_\_ and Seller ANDREA OWENS, PATRICK OWENS for Property known as 7901 DELLA ROSA CT, PASADENA, MD 21122

NOTE: This notice does not apply to: (1) the initial sale of single family residential property which has never been occupied, or for which a certificate of occupancy has been issued within one year prior to the date of the Contract; (2) a transfer that is exempt from the transfer tax under Subsection 13-207 of the Tax-Property Article, except land installments contracts of sale under Subsection 13-207(a)(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(a)(12) of the Tax-Property Article; (3) a sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure; (4) a sheriff's sale, tax sale, or sale by foreclosure, partition or by court appointed trustee; (5) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; (6) a transfer of single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

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


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


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

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

**OR**

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

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

Seller AO / PO 

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	<i>Andrea Owens</i> _____ Seller's Signature <b>ANDREA OWENS</b>	<i>11/26/08</i> _____ Date
_____ Buyer's Signature	_____ Date	<i>[Signature]</i> _____ Seller's Signature <b>PATRICK OWENS</b>	<i>11-26-08</i> _____ Date
_____ Agent's Signature	_____ Date	_____ Agent's Signature	_____ Date

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7901 DELLA ROSA CT

PROPERTY ADDRESS: \_\_\_\_\_

**RESIDENTIAL PROPERTY CONDITION  
NOTICE TO SELLERS AND BUYERS OF RIGHTS AND OBLIGATIONS  
UNDER SECTION 10-702 OF THE REAL PROPERTY ARTICLE OF THE MARYLAND CODE**

Sellers of single-family residential property have an obligation to provide each buyer either a property condition disclosure statement or a property condition disclaimer statement on a form prescribed by the Maryland Real Estate Commission. This requirement is set forth in Section 10-702 of the Real Property Article of the Maryland Code, and applies to contracts, option agreements and lease option agreements entered into on or after January 1, 1994 (Section 10-702(a) exempts certain sales, including the initial sale of the property and sales by fiduciaries.)

The property condition disclosure or disclaimer statement is to be delivered to the buyer on or before entering into the contract of sale or option. At the time the disclosure or disclaimer statement is delivered, each buyer shall date and sign a written acknowledgment of receipt.

The statute provides that if the disclosure or disclaimer statement is not delivered to the buyer on or before entering into the contract of sale or option, the buyer has the unconditional right to rescind the contract (i.e., cancel and be released from the contract) and receive a refund of any deposits at any time (a) prior to receipt of a disclosure or disclaimer statement and (b) until 5 days following receipt of a late delivered disclosure or disclaimer statement. However, this right of rescission terminates if not exercised before making a loan application if the lender provides written notice of such termination. (Additionally, if a lender receives an application for a mortgage loan and after the time of application provides the buyer a written notice of buyer's rights of rescission, this right of rescission terminates 5 days following the receipt by buyer of that written notice from the lender.) Any rights of the buyer to terminate the contract on account of the sellers' failure to provide a timely disclosure or disclaimer form will be waived if not exercised before closing or occupancy, whichever occurs first.

A seller is not liable for an error, inaccuracy, or omission contained in a disclosure statement if the error, inaccuracy, or omission was based upon information that was: (1) not within the actual knowledge of the seller; (2) provided to the seller by a unit or instrumentality of the state government or of a political subdivision; or (3) provided to the seller by a report or opinion prepared by a licensed engineer, land surveyor, geologist, wood-destroying insect control expert, contractor or other home inspection expert dealing with matters within the scope of the professional's license or expertise.

**Seller(s) acknowledge(s) receipt of this Notice of Rights and Obligations Under Section 10-702 of the Real Property Article of the Maryland Code.**

Seller/Owner: Andrea Owens  
ANDREA OWENS

Date: 11/26/08

Seller/Owner: Patrick Owens  
PATRICK OWENS

Date: 11-26-08

**Buyer(s) acknowledge(s) receipt of this Notice of Rights and Obligations Under Section 10-702 of the Real Property Article of the Maryland Code.**

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

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**

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


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

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

**OR**

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

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

Seller AO, AO 

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	<i>Andrea Owens</i> _____ Seller's Signature ANDREA OWENS	<i>11/26/08</i> _____ Date
_____ Buyer's Signature	_____ Date	<i>Patrick Owens</i> _____ Seller's Signature PATRICK OWENS	<i>11/26/08</i> _____ Date
_____ Agent's Signature	_____ Date	<i>[Signature]</i> _____ Agent's Signature	<i>11/26/08</i> _____ Date

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# RESIDENTIAL PROPERTY INFORMATION

Property known as: 7901 DELLA ROSA CT, PASADENA, MD 21122

OWNER: ANDREA OWENS, PATRICK OWENS

LISTING BROKER: BREWSTER REALTY GROUP LLC

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**

- Alarm System
- Built-in Microwave
- Ceiling Fan(s) # 3
- Central Vacuum
- Clothes Dryer
- Clothes Washer
- Cooktop
- Dishwasher
- Drapery/Curtain Rods
- Draperies

**INCLUDED**

- Electronic Air Filter
- Exhaust Fan(s) # 1
- Exist. W/W Carpet
- Fireplace Screen/Door
- Freezer
- Furnace Humidifier
- Garage Opener(s) # \_\_\_\_\_
- w/remote(s) # \_\_\_\_\_
- Garbage Disposer
- Hot Tub, Equipment & Cover

**INCLUDED**

- Intercom
- Playground Equipment
- Pool, Equipment & Cover
- Refrigerator(s) # 1
- w/ice maker
- Satellite Dish
- Screens
- Shades/Blinds
- Storage Shed(s) # \_\_\_\_\_
- Storm Door(s) # 1

**INCLUDED**

- Storm Windows
- Stove or Range
- T.V. Antenna
- Trash Compactor
- Wall Oven(s) # \_\_\_\_\_
- Water Filter
- Water Softener
- Window A/C Unit(s) # \_\_\_\_\_
- Window Fan(s) # \_\_\_\_\_
- Wood Stove

ADDITIONAL INCLUSIONS: \_\_\_\_\_

ADDITIONAL EXCLUSIONS: \_\_\_\_\_

2. **FEES/RESTRICTIONS:** Property is subject to mandatory fees/restrictions imposed by (please check all that apply):

- Homeowner's Association: VILLA TOSCANA  Mandatory  Voluntary \$ 115.00 per MONTH
- Condominium Association: \_\_\_\_\_ \$ \_\_\_\_\_ per \_\_\_\_\_
- Front Foot/Capital Facilities Fee: FF \$ 360.00 per YEARLY
- 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 \_\_\_\_\_ 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"):** \_\_\_\_\_

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 Andrea Owens Date 11/26/08  
ANDREA OWENS

OWNER [Signature] Date 11/26/08  
PATRICK OWENS

This form is the property of Anne Arundel County Association of REALTORS®, Inc. and may be used only by Association members.

AACAR Form # L-3026A, Revised 08/2005

Brewster Realty Group LLC 11304 Emack Rd, Beltsville MD 20705  
Phone: (210) 807-4242 Fax: (877) 707-2961

CARLTON BREWSTER

7901 DELLA ROS

Produced with ZipForm™ by RE FormsNet, LLC 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipform.com](http://www.zipform.com)



ADDENDUM - FRONT FOOT To Listing Contract

ADDENDUM/AMENDMENT # \_\_\_\_\_ dated November 23, 2008 to Listing dated November 23, 2008 between Broker: BREWSTER REALTY GROUP LLC and Owner(s): ANDREA OWENS, PATRICK OWENS for Property known as: 7901 DELLA ROSA CT, PASADENA, MD 21122

Please check appropriate box or boxes and provide required information:

- Owner(s) states that the property herein described is NOT subject to any Public or Private Front Foot Benefit Assessment and/or Capital Facilities Assessment.
Owner(s) states that the herein described property is subject to Capital Facilities Assessment/Front Foot Benefit Assessment of \$ 360.00 per YEARLY payable to Anne Arundel County.
Each contract for the sale of real property in Anne Arundel County served by public water or wastewater facilities constructed as a result of an agreement permitted by Article 27, § 4-13(a) of the Anne Arundel Code shall contain a notice to the purchaser in substantially the following form:

NOTICE TO PURCHASERS OF REAL ESTATE IN ANNE ARUNDEL COUNTY. This property is subject to a fee or assessment which purports to cover or defray the cost of installing or maintaining all or part of the public water or wastewater facilities constructed by the developer of the subdivision. This fee or assessment is (amount) \$ \_\_\_\_\_ payable annually in (month) \_\_\_\_\_ to (name and address) \_\_\_\_\_ (Hereinafter called "lienholder") until (date) \_\_\_\_\_. 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 lien holder and each owner of this property and is not in any way a fee or assessment by Anne Arundel County.

If a Seller subject to this section fails to comply with the provisions of this section:

- (1) Prior to Settlement, the Purchaser shall have the right to rescind the contract and to receive a full refund of all deposits paid on account of the contract, but the right of rescission shall terminate five days after the Seller provides to the Purchaser written notice in compliance with this section; and
(2) following settlement, the Seller shall be liable to the Purchaser for the full amount of any open lien or assessment.

Owner(s) agree to indemnify and hold harmless the Listing and Selling Brokers and their agents and employees for any losses or damages resulting from any act or omission by any party as a result of the provisions contained in this Addendum to Listing Contract.

All other terms and conditions of the Listing Contract remain in full force and effect.

Owner: Andrea Owens ANDREA OWENS Date: 11/26/08
Owner: Patrick Owens PATRICK OWENS Date: 11/26/08

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**SHORT SALE ADDENDUM**

ADDENDUM # \_\_\_\_\_ dated November 23, 2008 to Contract of Sale dated \_\_\_\_\_ ,  
between Buyer \_\_\_\_\_  
and Seller ANDREA OWENS, PATRICK OWENS  
for Property known as 7901 DELLA ROSA CT, PASADENA, MD 21122

1. **ACKNOWLEDGMENT OF SHORT SALE.** The Purchase Price in the Contract is insufficient to satisfy all debts and obligations secured by liens on the Property as well as to pay brokers' fees and other customary and necessary costs of the sale. Seller's ability to convey good and merchantable title under Paragraph 20 of the Contract is subject to obtaining releases on all liens and encumbrances. Because third parties will be asked to approve a lien payoff that is less than or "short of" the amount actually owed, this proposed transaction is referred to as a "Short Sale."
2. **THIRD PARTY APPROVAL OF SHORT SALE.** Buyer and Seller acknowledge that the Contract is contingent upon receipt of written approval of the Contract by Third Parties, including institutional lenders, mortgage insurers, bankruptcy trustees, federal, state and local tax authorities, and/or private parties. No later than five (5) days after the Date of Contract Acceptance, Seller shall submit the Contract to the Third Parties, together with any additional documentation required by the Third Parties, for review and approval.
3. **THIRD PARTY MODIFICATIONS.** Buyer and Seller acknowledge that the Third Parties may elect to request modifications to the terms of the Contract or refuse to approve the sale. If a Third Party requests modifications to the Contract, Seller shall, no later than three (3) days after Seller's receipt of the request, deliver a written notice of the requested modification to Buyer. The modifications shall not be binding upon Buyer or Seller without their mutual written consent.
4. **FAILURE TO OBTAIN THIRD PARTY APPROVAL.** If within \_\_\_\_\_ days after Contract Acceptance, Seller has not received third party approval as provided in Paragraph 2 of this Addendum or Buyer and Seller have not reached agreement as provided in Paragraph 3 of this Addendum, the Contract shall be deemed null and void and of no further force and effect. In such event, the Deposit shall be disbursed in accordance with Paragraph 19 of the Contract.
5. **OTHER OFFERS.** Unless otherwise agreed in writing, Seller may continue to market the Property after the Date of Contract Acceptance and to present subsequent offers received for the Property to the third parties.
6. **CREDIT, LEGAL AND TAX ADVICE.** Seller is hereby notified that a short sale may have credit, legal or tax consequences. **Seller is advised to seek advice from an attorney, certified public accountant or other expert regarding the potential consequences of a short sale.**
7. **TIMEFRAMES FOR INSPECTIONS, APPRAISAL AND FINANCING CONTINGENCIES.** Notwithstanding any provision of the Contract:
  - a. Timeframes for all inspections provided in the Contract shall be measured from:  
 Date of Contract Acceptance; OR  Date Seller delivers evidence of Third Party Approval to Buyer
  - b. Timeframe for Appraisal Contingency, if any, shall be measured from:  
 Date of Contract Acceptance; OR  Date Seller delivers evidence of Third Party Approval to Buyer
  - c. Timeframe for Financing Contingency, if any, shall be measured from:  
 Date of Contract Acceptance; OR  Date Seller delivers evidence of Third Party Approval to Buyer
  - d. Timeframe for Additional Deposit as provided in Paragraph 7(b) of the Contract, if any, shall be measured from:  
 Date of Contract Acceptance; OR  Date Seller delivers evidence of Third Party Approval to Buyer

**All other terms and conditions of the Contract of Sale remain in full force and effect.**

Buyer Signature _____	Date _____	Seller Signature <u>Andrea Owens</u>	Date <u>11/26/08</u>
		ANDREA OWENS	
Buyer Signature _____	Date _____	Seller Signature <u>Patrick Owens</u>	Date <u>11-26-08</u>
		PATRICK OWENS	

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10/08



Brewster Realty Group LLC 11304 Emack Rd, Beltsville MD 20705

Phone: (210) 807-4242

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CARLTON BREWSTER

7901 DELLA ROS

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 7901 DELLA ROSA CT, PASADENA, MD 21122

Legal Description:

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, Annotated Code of Maryland, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the owner. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §10-702:

- 1. The initial sale of single family residential real property:
A. that has never been occupied; or
B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

Section 10-702 also requires the owner to disclose information about latent defects in the property that the owner has actual knowledge of. The owner must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO OWNERS: Complete and sign this statement only if you elect to disclose defects, including latent defects, or other information about the condition of the property actually known by you; otherwise, sign the Residential Property Disclaimer Statement. You may wish to obtain professional advice or inspections of the property; however, you are not required to undertake or provide any independent investigation or inspection of the property in order to make the disclosure set forth below. The disclosure is based on your personal knowledge of the condition of the property at the time of the signing of this statement.

NOTICE TO PURCHASERS: The information provided is the representation of the Owners and is based upon the actual knowledge of Owners as of the date noted. Disclosure by the Owners is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Owners as to the condition of the property of which the Owners have no knowledge or other conditions of which the Owners have no actual knowledge.

How long have you owned the property?

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

Water Supply [ ] Public [ ] Well [ ] Other
Sewage Disposal [ ] Public [ ] Septic System approved for (# bedrooms)
Garbage Disposal [ ] Yes [ ] No
Dishwasher [ ] Yes [ ] No
Heating [ ] Oil [ ] Natural Gas [ ] Electric [ ] Heat Pump Age [ ] Other
Air Conditioning [ ] Oil [ ] Natural Gas [ ] Electric [ ] Heat Pump Age [ ] Other
Hot Water [ ] Oil [ ] Natural Gas [ ] Electric Capacity Age [ ] Other

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

1. Foundation: Any settlement or other problems?  Yes  No  Unknown  
Comments: \_\_\_\_\_
2. Basement: Any leaks or evidence of moisture?  Yes  No  Unknown  Does Not Apply  
Comments: \_\_\_\_\_
3. Roof: Any leaks or evidence of moisture?  Yes  No  Unknown  
Type of Roof: \_\_\_\_\_ 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: \_\_\_\_\_

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

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

Any treatments or repairs?  Yes  No  Unknown

Any warranties?  Yes  No  Unknown

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

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

If yes, specify below  
Comments: \_\_\_\_\_

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

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

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

If yes, specify below  
Comments: \_\_\_\_\_

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

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

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

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

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

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

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

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

Owner ANDREA OWENS Date \_\_\_\_\_

Owner PATRICK OWENS Date \_\_\_\_\_

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

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

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

**MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT**

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

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

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

Owner Andrea Owens Date 11/26/08  
**ANDREA OWENS**  
Owner Patrick Owens Date 11/26/08  
**PATRICK OWENS**

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 \_\_\_\_\_