

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

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.

Seller's/Landlord's Disclosure

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

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

[] ___/___ (ii) 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 (Check (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) ___/___ Seller/Landlord has no reports 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 [check (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) A.G. Agent has informed the seller of the Seller's/Landlord's obligations under 42 U.S.C. 4852d 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] 12-10-09
Seller/Landlord Date

Buyer/Tenant Date

Seller/Landlord Date

Buyer/Tenant Date

[Signature] 12-10-09
Seller's/Landlord's Agent Date

Buyer's/Tenant's Agent Date



MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 7111 PARK HEIGHTS AVE # 408 21215

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 sale under §13-207(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 _____

[Handwritten signature]

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: _____
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 Where: _____
Comments: _____



12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?

Yes No Unknown

Comments: _____

Are gutters and downspouts in good repair? Yes No Unknown

Comments: _____

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

Comments: _____

Any treatments or repairs? Yes No Unknown

Any warranties? Yes No Unknown

Comments: _____

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

If yes, specify below.

Comments: _____

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

Comments: _____

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

If yes, specify below.

Comments: _____

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District? Yes No Unknown 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 materials defects including latent defects, affecting the physical condition of the property?

Yes No Unknown

Comments: _____

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

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

Owner _____ Date _____

Owner _____ Date _____

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

Purchaser _____ Date _____

Purchaser _____ Date _____

RE/MAX Premier Associates
Avi Grunhaus




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  Date 12-10-09
Owner _____ Date _____

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

Purchaser _____ Date _____
Purchaser _____ Date _____



CONDOMINIUM RESALE NOTICE

ADDENDUM / AMENDMENT # _____ dated _____ to Contract of Sale dated: _____
between Buyer(s): _____
and Seller(s): JOHN TASTET
for Property known as: 7111 PARK HEIGHTS AVE # 408 21215
Condominium Unit # 408 , Building # _____ , Section/Regime # _____ , in
Park Towers East Condominium Association.

PART ONE

NOTICE: This notice applies where the condominium project contains seven (7) units or more. Seller ("unit owner") is required by law to furnish to buyer(s) not later than fifteen (15) days prior to closing certain information concerning the condominium, which is described in Section 11-135 of the Maryland Condominium Act (Real Property Article, Annotated Code of Maryland, Section 11-101 et. seq.). This information must include the following:

- 1. A copy of the Declaration (condominium plat not required).
2. A copy of the Bylaws.
3. A copy of the Rules or Regulations of the Condominium.
4. A certificate from the Council of Unit Owners which includes:
a) A statement disclosing the effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the unit, other than any restraint created by the unit owner;
b) A statement of the amount of the monthly common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling unit owner;
c) A statement of any other fees payable by unit owners to the Council of Unit Owners;
d) A statement of any capital expenditures approved by the Council of Unit Owners or its authorized designee planned at the time of the conveyance which are not reflected in the current operating budget included in the certificate;
e) The most recent regularly prepared balance sheet and income expense statement, if any, of the condominium;
f) The current operating budget of the condominium, including details concerning the amount of the reserve fund for repair and replacement of its intended use, or a statement that there is no reserve fund;
g) A statement of any judgments against the condominium and the status of any pending suits to which the Council of Unit Owners is a party;
h) A statement generally describing any insurance policies provided for the benefit of unit owners, a notice that the policies are available for inspection stating the location at which they are available, and a notice that the terms of the policy prevail over the general description;
i) A statement as to whether the Council of Unit Owners' Board has knowledge that any alteration or improvement to the unit or to the limited common elements assigned thereto violates any provision of the Declaration, Bylaws or Rules or Regulations.
j) A statement as to whether the Council of Unit Owners' Board has knowledge of any violation of the health or building codes with respect to the unit, the limited common elements assigned thereto, or any other portion of the condominium;
k) A statement of the remaining term of any leasehold estate affecting the condominium and the provisions governing any extension or renewal thereof;
l) A description of any recreational or other facilities which are to be used by the unit owners or maintained by them or the Council of Unit Owners, and a statement as to whether or not they are to be part of the common elements.



Buyer _____ / _____
RE/MAX Premier Associates
Avi Grunhaus

Seller [Signature] / _____



- 5. A statement by the unit owner as to whether the unit owner has knowledge:
 - a) That any alteration to the unit or to the limited common elements assigned to the unit violates any provision of the Declaration, Bylaws, or Rules and Regulations; and
 - b) Of any violation of the health or building codes with respect to the unit or to the limited common elements assigned to the unit.
 - c) The unit is subject to an extended lease under Section 11-137 of the Maryland Condominium Act or under local law and, if so, a copy of the lease must be provided.
- 6. A written notice of the unit owner's responsibility for the Council of Unit Owners' property insurance deductible and the amount of the deductible.

PART TWO


NOTICE: This notice applies where the condominium project contains six (6) units or less. Seller is required by law to furnish to buyer(s) not later than fifteen (15) days prior to closing certain information concerning the condominium, which is described in Section 11-135 of the Maryland Condominium Act. This information must include the following:

- 1. A copy of the Declaration (other than the plats);
- 2. A copy of the Bylaws;
- 3. A copy of the Rules or Regulations of the Condominium; and
- 4. A statement by Seller of his expenses relating to the common elements during the preceding twelve (12) months.
- 5. A written notice of the unit owner's responsibility for the Council of Unit Owners' property insurance deductible and the amount of the deductible.

The brokers and agents negotiating this sale assume and accept no responsibility for any representations made in any resale certificate provided in accordance with the Maryland Condominium Act, and by the execution of this Contract of Sale, both Buyer and Seller agree to indemnify, defend, protect and hold harmless the brokers and agents negotiating this contract from any claim demand, suit, cause of action or matter or thing whatsoever arising out of the issuance of any resale certificate.

This Addendum/Amendment is considered part of Contract of Sale and of equal force and effect as all other terms and conditions which otherwise remain the same. This is a legally binding document. If not understood, seek competent legal advice.

BUYER MAY, AT ANY TIME WITHIN 7 DAYS FOLLOWING RECEIPT OF ALL THIS INFORMATION, RESCIND IN WRITING THE CONTRACT OF SALE, WITHOUT STATING A REASON AND WITHOUT ANY LIABILITY ON BUYERS' PART. UPON RECISSION, BUYER IS ENTITLED TO THE RETURN OF ANY DEPOSIT MADE ON ACCOUNT OF THE CONTRACT. HOWEVER, ONCE THE SALE IS CLOSED, BUYER'S RIGHT TO CANCEL THE CONTRACT IS TERMINATED.

 Buyer Date  Seller 12-10-09 Date

 Buyer Date _____
 Seller _____ Date

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