

DISCLOSURE OF INCLUSIONS/EXCLUSIONS, LEASED ITEMS, AND UTILITIES ADDENDUM

UPON EXECUTION BY BUYER AND SELLER, THIS DOCUMENT WILL BECOME AN ADDENDUM TO THE CONTRACT OF SALE SELLER'S DISCLOSURE made on 09/03/2024 ADDENDUM to Contract of Sale dated between Buyer and Seller Carrie E. Beren Daniel D. Beren for Property known as 1302 Maywood Avenue, Towson, MD 21204 1. INCLUSIONS/EXCLUSIONS. Included in the purchase price are all permanently attached fixtures, including all smoke detectors (and, carbon monoxide detectors, as applicable). Certain other now existing items which may be considered personal property, whether installed or stored upon the property, are included if box below is checked. 1 Exist. W/W Carpet] Alarm System] Playground Equipment [X] Ceiling Fan(s) # 2 [X] Fireplace Screens/Doors] Pool, Equipment & Cover] Trash Compactor] Central Vacuum [X] Fireplace Equipment [X] Refrigerator(s) # 1 [X] Wall Mount TV Brackets [X] Clothes Dryer 1 Freezer [X] w/ lce Maker(s) # 1] Wall Oven(s) # [X] Clothes Washer 1 Furnace Humidifier] Satellite Dish 1 Water Filter] Garage Opener(s) # 1 Cooktop [X] Screens] Water Softener Garage remote(s) # ____ [X] Dishwasher [X] Shades/Blinds Window A/C Unit(s) # [X] Drapery/Curtain Rods [X] Garbage Disposal [x] Storage Shed(s) # 1] Window Fan(s) # [X] Draperies/Curtains] Hot Tub, Equipment & Cover [X] Storm Doors 1 Wood Stove] Electronic Air Filter 1 Intercom [X] Storm Windows [X] Exhaust Fan(s) # _ 3] Microwave [X] Stove or Range ADDITIONAL EXCLUSIONS (SPECIFY): LEASED ITEM(S) INCLUDED: 1 Fuel Tank(s)] Other _____ 1 Solar Panels] Alarm System 1 Other Water Treatment System ADDITIONAL TERMS AND/OR INFORMATION REGARDING LEASED ITEM(S): 3. UTILITIES: WATER, SEWAGE, HEATING, AND AIR CONDITIONING (check all that apply): Water Supply [X] Public 1 Well Sewage Disposal [X] Public 1 Septic Heating [x] Gas 1 Electric 1 Oil 1 Heat Pump Hot Water [x] Gas 1 Electric 1 Other Air Conditioning 1 Gas [X] Electric Utility Service Providers: All other terms and conditions of the Contract of Sale remain in full force and effect. Seller Signature **Buyer Signature** Date Date 9/4/2024 Daviel D. Beren **Buyer Signature** Date Seller Signature Date

REALTOR

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GENERAL ADDENDUM TO CONTRACT OF SALE

FOR USE WITH THE MARYLAND ASSOCIATION OF REALTORS® RESIDENTIAL CONTRACT OF SALE FORM

Addendur	m dated	to Contract of	of Sale (the "Contra	ict') dated
Buyer(s):				
	Carrie E. Berer		Daniel D.	Beren
Property:	1302 Maywood Av	venue, Towson, MD 21204		
under the agreemer expressed competen	laws of the State at. The original tern d in writing. All par	of Maryland. Once signed ns of the Contract can only ties have the right to be re not understand any term(s) or	by the parties, the be altered thereaf presented by an a	ired to be in writing to be enforceable Contract becomes a legally binding iter with the agreement of the parties attorney and are encouraged to seek broker/agent is required to promptly
ordinance broker/ag- unimprove Sale form	es and/or restrictive ent is designed ar ed residential prope may not adequate n conditioning the 0	covenants applicable to the covenants applicable to the control of the covenants of the covenants of the covenants applicable to the covenants of the covenants applicable to the covenants of th	te property. The Country the purchase and property for any of the purchase without the property without the purchase without the purchase purchase the purchase purchase the purchase p	ricted as a result of zoning laws, local ontract of Sale form provided by the d sale of single-family residences or ther purpose, the standard Contract of e addition of an appropriate clause or s intended use of the Property will be
subject to improvem Association Restriction	o certain restriction ents to the Prope on or Condominiun ns as well as the B	ns applicable to the use o rty referred to as covenant on Association, the covenar	of the Property as ts. In the case of the are contained betwever, other prope	or re-sale, located in a subdivision are well as the construction of certain Property subject to a Homeowners in a Declaration of Covenants and erties may be subject to covenants as ar Acknowledges:
The prope	erty/IS	or R IS NOT pa	rt of a recorded sub	odivision with restrictive covenants.
The prope	erty/IS	or Fr IS NOT pa	rt of a <u>voluntary</u> C	ommunity Association.
The Selle	er is unaware of toons.	he property as being part eller Initials	of any restrictive	covenants or voluntary community
Current vo	oluntary fees or ass ly/	essments for the community Monthly (check one)	association are \$_	
Name of A	Association			
Contact _		Phone		Email

- **4. PRIVATE AGREEMENTS:** Some Property may be subject to agreements, covenants or restrictions relating to the cost of certain maintenance items, restricting the use of properties or dealing with other matters. For example, properties sharing a driveway are often subject to such agreements. These private agreements do not fall within the required disclosures of HOA or condominium laws and may or may not be recorded. Buyer should make inquiries of Seller prior to or at the time of contract.
- **5. EQUAL HOUSING OPPORTUNITY:** A REALTOR is required by federal, state and local law, and the Code of Ethics of the National Association of REALTORS to treat all parties in a non-discriminatory manner without regard to race, color, religion, sex, familial status, national origin, marital status, sexual orientation, gender identity, disability, source of income, or other protected classifications under Fair Housing Laws.
- **6. SETTLEMENT:** All persons to be in title and/or responsible where a mortgage is to be created should be present at the time of settlement and may be required to provide proper identification. Buyer should establish gas, electric and water service in Buyer's name commencing the day of settlement. Buyer should be prepared at the time of settlement to pay the settlement costs and the balance due under the Contract. Buyer must provide for amounts to be paid at settlement in acceptable form (cash, wired funds, bank check or certified check) to meet title company guidelines. In some cases, Seller may be required to provide funds in excess of any sales proceeds in order for settlement to occur, in which event, Seller also should be prepared to make payment in an approved form. Any party uncertain of the amount required at settlement, or approved methods to pay, should make inquiry of the title company or settlement attorney prior to settlement.
- 7. MORTGAGE REQUIREMENTS: Buyer acknowledges that, as a condition of obtaining a mortgage loan, lenders may require proof of hazard insurance coverage and may also require flood insurance coverage. Depending upon the type of mortgage applied for by Buyer, lenders may require certain certifications that relate to a Property or require inspections/appraisals that certify that a Property is free of specific hazards or conditions.
- 8. BWI AIRPORT NOTICE: Some properties may be located in the Baltimore/Washington International Airport Noise Zone. A Buyer desiring to obtain a copy of Noise Zone Maps may do so by calling the Office of Noise, Real Estate and Land Use Compatibility at 410-859-7375 or visit https://marylandaviation.com/environmental/bwi-marshall-noise-zone/ for more information. Information regarding the location of other airports and their operations may be obtained by calling the local zoning office for the area in which the Property is located.
- **9. ENVIRONMENTAL CONSIDERATIONS; HAZARDOUS MATERIALS:** There are many hazardous materials that could affect a Property. The Brokers and their agents will generally have no knowledge of these hazardous materials and do not have the technical expertise to ascertain or advise you of the presence or significance of these hazardous materials. Buyer has the right to request, as a condition of an offer and, subject to acceptance by the Seller, the employment of a specialist of Buyer's choice to provide an analysis of hazardous materials which may be present.

Hazardous materials inside a property can include, but are not limited to, fire retardant treated plywood (FRT), asbestos, aluminum wiring, radon, polybutylene pipe (PB), lead paint, petroleum products, lawn and garden chemicals and indoor air pollutants that can accumulate. Hazardous materials outside the home can include, but are limited to, those found in contaminated land, water, landfills and other disposal sites, industrial air and water emissions, radiation from high tension wires, and those which may be present in underground storage tanks.

Generally, additional information pertaining to these materials is available from the Maryland Department of the Environment (MDE) at (410) 537-3000.

Additional information regarding FRT plywood is available from the National Association of Homebuilders at (800) 368-5242.

Additional information regarding Radon can be found at

https://mde.maryland.gov/programs/air/radiologicalhealth/pages/radon.aspx or buyer can contact the Center for Radiological Health at the MDE at (410) 537-3000 for further information on radon.

Additional information regarding asbestos can be found at

https://mde.maryland.gov/programs/air/asbestos/pages/factsaboutasbestos.aspxv or buyer can contact the MDE at (410) 537-3000 for further information on asbestos.

Date	Buyer		
Date	Buyer		
Date	Seller	Signed by: Earn Benn 155300053434CF	
Date9/4/2024	Seller	Signed by: Daniel D. Beren COAZZARDISCHARA	

This form has been prepared for the sole use of the following Boards/Associations of REALTORS? and their members. Each Board/Association, including its members and employees, assumes no responsibility if this form fails to protect the interests of any party. Each party should seek its own legal, tax, financial and other advice.

The Greater Baltimore Board of REALTORS®, Inc.

Harford County Association of REALTORS®, Inc.

Carroll County Association of REALTORS®, Inc.

Howard County Association of REALTORS®, Inc.

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BALTIMORE COUNTY NOTICES AND DISCLOSURES ADDENDUM

(For use with Maryland Association of REALTORS® Residential Contract of Sale)

BUYER:
SELLER: Carrie E. Beren Daniel D. Beren
PROPERTY: 1302 Maywood Avenue, Towson, MD 21204
1. MASTER PLAN: Buyer is hereby advised that the Property, or the area in which the Property is located, may be affected by provisions of the current Baltimore County Master Plan. You may wish to review the Master Plan. To become fully informed or current and future land use plans, facilities plans, public works plans or school plans, you should consult the appropriate Baltimore County agency for information regarding such plans. For further information, contact Baltimore County Office of Planning at 410-887-3211, 401 Bosley Avenue, Suite 406, Towson, Maryland, 21204.
https://www.baltimorecountymd.gov/Agencies/planning/masterplanning/masterplan2020download.html
Buyer acknowledges that Seller has informed Buyer that (a) the Property may be affected by provisions of the Master Plan and that Buyer may wish to review the Master Plan, and (b) in order to become fully informed of current and future land use plans, facilities plans, public works plans, school plans, or other plans affecting the Property or locality, Buyer should consult the appropriate state Baltimore County or other authorities for information regarding such plans.
Buyer's Signature Buyer's Signature
2. DEVELOPMENT PLAN: Buyer is hereby advised that the Property, or the area in which the Property is located, may be affected by the provisions of a development plan. To become fully informed of any current development plan affecting the Property, and in order to have an opportunity to review such development plan, Buyer should contact the appropriate Baltimore agency. For further information, contact Baltimore County Department of Permits and Development Management at 410-887-3353, 111 W. Chesapeake Avenue, Towson, Maryland, 21204.
https://www.baltimorecountymd.gov/departments/permits/pdm_devmanage
3. PANHANDLE LOTS: Buyer is hereby advised that if the Property is a panhandle lot (as defined in Section 32-4-101 of the Baltimore County Code), the County is not responsible for maintaining the road, removing snow, or providing trash collection along the panhandle driveway. For further information, contact Baltimore County Department of Permits and Development Management at 410-887-3353, 111 W. Chesapeake Avenue, Towson, Maryland, 21204.
https://www.baltimorecountymd.gov/departments/permits/pdm_devmanage/
4. AGRICULTURAL OPERATIONS: If the Property is located in, or within five hundred feet (500') of an R.C. 4 zone, Buyer is hereby advised that the Property may be subject to inconvenience or discomforts arising from agricultural operations, including, but not limited to: operation of machinery of any kind (including aircraft) during any 24-hour period; the storage and disposal of manure and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. Baltimore County shall not consider an agricultural operation to be a public or private nuisance if the operation complies with all federal, state or county health and zoning requirements and is not being conducted in a negligent manner. For further information, contact Baltimore County Department of Permits & Development Management at 410-887-3353, 111 W. Chesapeake Avenue, Towson, Maryland, 21204.
https://www.baltimorecountymd.gov/departments/permits/pdm_devmanage/
5. BALTIMORE COUNTY TRANSFER TAX EXEMPTION FOR OWNER-OCCUPIED RESIDENTIAL PROPERTY Buyer and Seller are hereby advised that the Baltimore County Transfer Tax does not apply to the first Twenty-Two Thousand Dollars (\$22,000.00) of consideration payable for residentially improved owner-occupied real property. Under Baltimore law, the Buyer wil receive the full benefit of this exemption, unless the Seller pays all Baltimore County transfer taxes, in which case the Seller wil receive the benefit. (initial) Seller agrees to pay all Baltimore County transfer taxes.
Page 1 of 3

6. NOTICE TO BUYER - SEWER AND/OR WATER SUPPLY: Seller hereby discloses that the Property is composed or is not served by a public water supply and is composed or is not served by a public sewer system.
PROPERTY 1302 Maywood Avenue, Towson, MD 21204
7 PUBLIC WATER OR SEWER FACILITIES, NOTICE TO DUVEDS OF DEAL ESTATE IN DALTIMODE COUNTY
7. PUBLIC WATER OR SEWER FACILITIES; NOTICE TO BUYERS OF REAL ESTATE IN BALTIMORE COUNTY: The Property is subject to a fee or assessment charged under the authority granted to developer pursuant to Section 32-4-310 of the Baltimore County Code, which purports to cover or defray the cost of installing all or part of the public water or sewer facilities constructed by the developer of the subdivision known as
(name and address)
(hereinafter called "lienholder") until There may be a right of prepayment or discount for early payment which may be ascertained by contacting the lienholder. The fee and assessment is a contractual obligation between the lienholder and each owner of the Property, that runs with the land, and is not in any way, a fee or assessment of Baltimore County.
8. NOTICE TO BUYER: PRIVATE WATER SUPPLY/WELL: (a) If the Property is served by, or intended to be serviced by, a private water supply, attach separate Baltimore County Well Water Notice and Addendum (GBBR form 1451).
(b) ELEVATED LEVELS OF NATURALLY OCCURRING RADIUM: Buyer is notified that Baltimore County Department of Environmental Protection and Resource Management has advised that, as a result of a water quality survey, 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 will be required to test new and replacement wells and, if applicable, install a treatment system (water softener or reverse osmosis), 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. Buyer of property served by private water supply will be provided with the brochure entitled "Radionuclides & Your Well Water: A Homeowner's Guide." For a copy of a general map of Baltimore County showing the potentially affected areas or for further information, Buyer should contact the Baltimore County Department of Environmental Protection and Sustainability at 410-887-2762.
https://www.baltimorecountymd.gov/departments/environment/groundwatermgt/educational.html
Buyer to initial:
If property is served by private water supply, Buyer acknowledges receipt of the brochure entitled "Radionuclides & Your Well Water: A Homeowner's Guide"
9. NOTICE TO BUYER - HOUSE PHYSICALLY REMOVED FROM FLOOD PLAINS: Seller hereby discloses to Buyer that the house, building or structure which is the subject of the Contract, has or has not removed from a 100-year flood plain located in Baltimore County. (Seller to initial applicable provision) been physically removed from a 100-year flood plain located in Baltimore County.
10. HISTORIC OR LANDMARK PROPERTY: Seller hereby discloses to Buyer that the Property is or is not (Seller to initial applicable provision) located within a historic district under the Baltimore County Code or does or does not (Seller to initial applicable provision) appear on the Baltimore County preliminary landmarks list or final landmarks list. Buyer acknowledges that if the Property is located within a historic district or appears on either the Baltimore County preliminary or final landmarks list, Buyer's use of the Property shall be subject to the provision of the Baltimore County Code. For further information, contact the Baltimore County Office of Planning at (410) 887-3211, 401 Bosley Avenue, Suite 406, Towson, Maryland 21204.
https://www.baltimorecountymd.gov/departments/planning/historic_preservation/designating_properties.html

11. RENTAL HOUSING LICENSE -BALTIMORE COUNTY:

- (A) In Baltimore County, all buildings or a portion of a building that contain one to six dwelling units intended or designated as rental units must register and be licensed with Baltimore County on or before January 1, 2009.
- (B) A person who owns and rents a dwelling unit or a portion of a dwelling unit without a license may be subject to the denial, suspension, revocation or non-renewal of the license and/or civil penalties of \$25 per day for each day a violation occurs and \$200 per day for each day a correction notice is not complied with, and there will be a \$1,000 fine for not complying with the Rental Registration Law.
- (C) In the event a rental dwelling located in Baltimore County is sold or a change of ownership of the dwelling occurs, the new property owner is required to notify the Baltimore County Department of Permits and Development Management of the change of ownership.

https://www.baltimorecountymd.gov/departments/permits/rentalregistration/index.html

12. NOTICE ON ZONES OF DEWATERING INFLUENCE

The property may be located in a "Zone of Dewatering Influence." Such a zone is defined under Maryland law as the area surrounding a surface pit mine in "karst" terrain (limestone and carbonate rock containing closed depressions, sinkholes, caverns, cavities, and underground channels that, partially or completely, may capture surface streams), where groundwater has been depleted through pumping activities in the subject mine. Dewatering of karst terrain may result in gradual caving in or sinking of the surface of the land. Dewatering may also result in declining ground water levels, which may affect the yield of wells on a property. The Maryland Department of the Environment (MDE) is required to provide on its website for use by the public a searchable map of established zones of dewatering influence. The MDE website can be accessed at http://www.mde.maryland.gov.

A PURCHASER OF REAL PROPERTY LOCATED IN BALTIMORE COUNTY, CARROLL COUNTY, FREDERICK COUNTY, OR WASHINGTON COUNTY IS ADVISED TO CONTACT THE MARYLAND DEPARTMENT OF THE ENVIRONMENT TO DETERMINE WHETHER THE REAL PROPERTY FOR PURCHASE IS LOCATED WITHIN A ZONE OF DEWATERING INFLUENCE. MARYLAND LAW PROVDIES CERTAIN REMEDIES FOR PROPERTY IMPACTED BY DEWATERING.

BUYER	DATE
BUYER	DATE
Signed by: Em Ben AFENDERARSTEF SELLER	9/3/2024
	DATE
Daniel D. Beren	9/4/2024
SELLER	DATE

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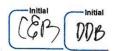




DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Seller's/Landlord's Agent	Date	Buyer's/Tenant's Agent	Date
Sunday Schmitt, Broker 9/3/202			
Seller/Landlord	Date	Buyer/Tenant	Date
David P. Euru 9/4/20	24		
Seller/Ländlord	Date	Buyer/Tenant	Date
provided is true and accurate. 9/3/202	24		
Certification of Accuracy The following parties have reviewed the information			
Agent's Acknowledgment (initial) (f) Agent has informed the Seller/Landlon	d of the Selle	er's/Landlord's obligations under 42 U.S.C. 4852(d)	and is aware of
and/or lead-based p	ty to conduct paint hazards.	a risk assessment or inspection for the presence of	lead-based paint
inspection for the pr	esence of lea	or mutually agreed upon period) to conduct a rish id-based paint and/or lead-based paint hazards; or	
(e) Buyer has (initial (i) or (ii) below):			
		et Protect Your Family from Lead In Your Home.	
	d conies of a	Il information listed in section (b)(i) above, if any.	
hazards in the housing. Buyer's/Tenant's Acknowledgment (initial)			
(ii)/ Seller/Landlord has n	o reports or r	ecords pertaining to lead-based paint and/or lead-ba	ased paint
See Attached 2-15-2019 Inspection R	eport from	Lead Probe.	***************************************
(i) (EP) / (Wb) Seller/Landlord has plead-based paint and/or lead-based paint hazards	provided the provided in the housing	purchaser/tenant with all available records and report of the control of the cont	orts pertaining to
(b) Records and reports available to the seller (initial	(i) or (ii) belov	•	1,000
See Attached 2-15-2019 Inspection R	7-2		
(a) Presence of lead-based paint and/or lead-based paint (i) (i) Known lead-based paint (ii) Known lead-based paint (iii) Known lead-based paint (iii) Known lead-based paint (iiii) Known lead-based paint (iiiii) Know	oaint hazards int and/or lea	(initial (i) or (ii) below): d-based paint hazards are present in the housing (e	xplain).
Seller's/Landlord's Disclosure			
SELLER/LANDLORD REPRESENTS AND WARRAN PROPERTY, THAT (SELLER/LANDLORD TO INITIAL 1978 OR / date of construction is una federal Lead Warning Statement: A buyer/the built prior to 1978 is notified that such property may conlead paint dust may place young children at risk of devel produce permanent neurological damage, including impaired memory. Lead poisoning also poses a partice property is required to disclose to the buyer/tenant the with any information on lead-based paint hazards from must receive a federally approved pamphlet on lead por inspection for possible lead-based paint hazards principles.	AL APPLICA ncertain. enant of any i tain lead-base oping lead po learning dis tular risk to pi ne presence of m risk assess poisoning pre	nterest in residential real property on which a resider depaint and that exposure to lead from lead-based paisoning if not managed properly Lead poisoning in your abilities, reduced intelligence quotient, behavioral regnant women. The seller/landlord of any interest if known lead-based paint hazards and to provide sments or inspections in the seller's/landlord's possivention. It is recommended that a buver conduct a	estructed prior to ntial dwelling was aint, paint chips or ung children may I problems, and n residential real the buyer/tenant ession. A tenant
Property Address: 1302 Maywood Avenue, Tow			

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Lead-Free • Dust Swipes • Visual • XRF 2905 Thornbrook Road Ellicott City, MD 21042 410.591.4597

Date:

2-15-19

Address:

1302 Maywood Ave. Towson, MD

Inspector:

Norman Crooke

Readings Int/Ext:

176/16

Instrument Type:

Heuresis Pb200i

To Whom It May Concern:

The following components contained lead based paint according to MDE, EPA and HUD guidelines.

Interior

Front right family room wall A window (outer) sashes 2nd floor bathroom door and window casings 2nd floor hallway door casings

Exterior:

Front door shutters
Side D door, jamb and casing
All original wood window jambs

The following components contained lead based paint and defective paint and constitute a lead based paint hazard.

Interior

2nd floor bathroom door and window casings 2nd floor hallway door casings

Exterior:

Front door shutters Side D door, jamb and casing All original wood window jambs

To eliminate the lead based paint hazards, stabilize the paint using an EPA RRP certified contractor.

All other tested components tested negative for the presence of lead based paint.

The lead survey was conducted in accordance with Housing and Urban development (HUD) Protocols Chapter 7, dated 1997, EPA 40 CFR 745.227, and MDE COMAR Chapter 26-16.

If you have any questions, please don't hesitate to call.

Neil Roseman

LeadProbe, Inc

Accreditations: #11110, #7799 and DC15-8101, DC14-7649

#14154, #13243, #14723, #13764, #14503, #14505, #15846, #14582, #15643, #15644 DC16-8284

TEST INSTRUMENT INFORMATION

All surface testing was performed using the Heuresis Pb200i, X-Ray Fluorescence (XRF) Lead Paint Analyzer. The instrument provides a fast quantitative measurement of lead in paint on any surface. The method of measurement is based on the spectrometric analysis of lead K-shell X-ray fluorescence within a controlled depth of interrogation. Various studies have concluded that K-shell x-ray measurement of lead in paint is more accurate and the preferred method for XRF analysis. Unlike L-shell X-rays, K-shell X-rays can easily go through the paint without being affected by the thickness and the composition of various layers of paint that can cause false readings. The controlled depth concept used restricts the penetration of the energetic K-shell X-rays into the substrate so that the system cannot be mislead by the presence of lead pipes or other objects located deep in a wall.

The Analyzer uses a Co-57 radioactive source and an advanced, solid-state, room temperature, radiation detector to generate and detect the x-ray fluorescence spectrum of a painted surface. The spectrum is then analyzed by a microprocessor to eliminate the effects of substrate and other factors such as scattering to allow an accurate determination of the amount of lead on a surface.

The instrument automatically analyzes spectrometric data in real time and differentiates the lead signal from the spectrum. The x-ray fluorescence properties are determined through calibration process and are used for automatic substrate correction and calculation of the lead content of a painted surface.

The Analyzer microprocessor executes the mathematical calculations for XRF analysis, controls the system's automatic self-calibration, and monitors all other aspects of the system operation. The Analyzer consistently monitors its own internal spectrum and makes self-adjustments as necessary. Thus, an operator does not need to perform any system calibrations in the field. Though calibrations are performed at the beginning of the job, after four hours of use and then at the end of the job.

INSPECTION PROCESS

Dwelling Unit Interiors: Upon initial entry to the unit the inspector surveyed each area to identify room equivalents, components and various substrates. The substrates noted within the dwelling units were metal, drywall, wood and concrete. The walls in each room were then assigned a designation being either A, B, C or D with A always being the wall on which faces the named street.

At the beginning of the day the inspector calibrates the instrument. Calibration is performed using a NIST provided standard of 1.0 mg/cm², lead. Six readings are taken and then averaged to determine if the instrument is within the calibration limits. If it is, the inspector will begin to take readings. If the instrument not calibrate, the inspector will attempt to calibrate the instrument. If the inspector is unsuccessful the instrument will not be used, and another instrument may be used. If no calibrated instrument is available, testing will be aborted for the day. If testing begins, the next calibration period will be at 4 hours of continuous use, or prior to shutdown of the testing for the day, whichever time span is less.

The inspector will take one reading from each wall, the floor, ceiling, baseboards, various moldings as present, doors, door casings, windows, window casings, vents, etc. At a minimum one component per room equivalent with the same substrate shall be tested, e.g. if two wooden doors are present in a room only one needs to be tested. If two doors, one metal and one wood are present in a room then both require testing. As each reading is collected the inspector annotates a mockup of the room with the reading number, not the reading itself. The instrument stores the reading numbers and readings during the testing. The mock up provides a guide as to where the testing was performed. Following completion of the inspection and final calibration, the information stored in the instrument is downloaded and the data entered into a program that generates the report.



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		to the Contract of Sale
between Buy			to the contract of cale
and Seller _	Carrie E. Beren	Daniel D. Beren	for Property
known as	1302 Maywood Avenue, Towson, MD	21204	10, 110,000

NOTE: This notice does <u>not</u> 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:
 - 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:
 - 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.





Fax

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.

		Eam Ban	9/3/2024
Buyer's Signature	Date	Seller's Signature	Date
		Daniel D. Benn	9/4/2024
Buyer's Signature	Date	Seller's Signature	Date
		Sonathan Schmitt, Broker	9/3/2024
Agent's Signature	Date	Agent's Signature	Date

Page 2 of 2 1/23

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address:	1302	Maywood	Avenue,	Towson,	MD	21204	
Legal Description:							
			12000				

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, Annotated Code of Maryland, requires the seller of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the seller 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;
- 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 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.

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? Property System: Water, Sewage, Heating & Air Conditioning (Answer all that apply) Water Supply 1 Public] Well Other Septic System approved for _____ (# of bedrooms) Other Type Sewage Disposal] Public Garbage Disposal] Yes 1 No Dishwasher] Yes 1 No Heating 1 Oil 1 Natural Gas 1 Electric] Heat Pump Age 1 Other Air Conditioning Oil] Natural Gas] Electric [] Heat Pump Age] Other Hot Water Oil Natural Gas] Electric Capacity Page 1 of 4

Phone: (410) 329-9898

Fax

2022 KRPB Listing

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?
4. Other Structural Systems, including exterior walls and floors: Comments:
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? When was the system last pumped? Date Unknown Unknown Comments:
10. Water Supply: Any problem with water supply? [Yes
Home water treatment system: Yes No Unknown Comments:
Fire sprinkler system: Yes No Unknown Does Not Apply Comments:
Are the systems in operating condition?
In exterior walls?
12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain? [Yes
Are gutters and downspouts in good repair? [_] Yes [_] No [_] Unknown Comments:
Page 2 of 4

13. Wood-destroying insects: Any infestation and/or prior date. Comments:	mage? Yes No Unknown	
Any treatments or repairs?	No Unknown No Unknown	
14. Are there any hazardous or regulated materials (including underground storage tanks, or other contamination) on the proof of the pr	but not limited to, licensed landfills, asbestos, radon gas, lead perty? [_] Yes [_] No [_] Unknown	d-based paint,
15. If the property relies on the combustion of a fossil fue monoxide alarm installed in the property? [] Yes [_] No [_] Unknown Comments:		ı, is a carbon
16. Are there any zoning violations, nonconforming uses, viounrecorded easement, except for utilities, on or affecting the If yes, specify below Comments:	lation of building restrictions or setback requirements or an roperty? [_] Yes [_] No [_] Unknown	y recorded or
16A. If you or a contractor have made improvements to local permitting office? Yes No Comments:	the property, were the required permits pulled from to Does Not Apply Unknown	he county or
17. Is the property located in a flood zone, conservation a District? Yes No Unknown Comments:	If yes, specify below	ated Historic
18. Is the property subject to any restriction imposed by a Ho [_] Yes [_] No [_] Unknown Comments:	me Owners Association or any other type of community ass If yes, specify below	sociation?
19. Are there any other material defects, including latent defects. Yes [_] No [_] Unknown Comments:	cts, affecting the physical condition of the property?	
NOTE: Seller(s) may wish to disclose the cor RESIDENTIAL PROPERTY DISCLOSURE STA	dition of other buildings on the property on	a separate
The seller(s) acknowledge having carefully examine is complete and accurate as of the date signed. The of their rights and obligations under §10-702 of the	seller(s) further acknowledge that they have bee	erify that it n informed
Seller(s)	Date	
Seller(s)	Date	
The purchaser(s) acknowledge receipt of a copy of have been informed of their rights and obligations	this disclosure statement and further acknowledged and the Maryland Real Property Arti	ge that they cle.
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 seller(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:
Signed by:		
Seller Em Ben	Date	9/3/2024
Seller Daniel D. Benn	Date	9/4/2024
The purchaser(s) acknowledge receipt of a copy of this disclaimer statement have been informed of their rights and obligations under §10-702 of the Mary	and fu land R	rther acknowledge that they eal Property Article.
Purchaser	Date	
Purchaser	Date	

Page 4 of 4

FORM: MREC/DLLR: Rev 07/31/2018



MARYLAND NON-RESIDENT SELLER TRANSFER WITHHOLDING TAX ADDENDUM

ADDENDUM dated	to Contract of Sale	
between Buyer		
and Seller Carrie E. Beren	Daniel D. Beren	
for Property known as 1302 Maywood Avenue, Towson, MD 21204		

Seller acknowledges, pursuant to Section 10-912 of the Tax-General Article, Annotated Code of Maryland, that if Seller is: 1) a non-resident individual of the State of Maryland or is 2) a non-resident entity which is not formed under the laws of the State of Maryland and is not qualified by or registered with the Maryland State Department of Assessments and Taxation to do business in the State of Maryland, the deed or other instrument of writing that effects a change of ownership to the Property may not be recorded with the clerk of the court for a county or filed with the Maryland State Department of Assessments and Taxation unless payment is first made by the Seller in an amount equal to:

- a) 8% of the total payment to a non-resident seller; OR
- b) 8.25% of the total payment to a non-resident entity;

(NOTE: The amount of the payment for a non-resident individual is subject to adjustment on a recurring basis by the Comptroller of Maryland. The amount of the payment for a non-resident entity is subject, from time to time, to change by an Act of the Maryland General Assembly. Seller acknowledges that the amount(s) as set forth in a) and b) above may be greater or lesser than the actual amount(s) due by Seller at time of settlement.)

UNLESS each seller:

- 1. Certifies, in writing, under the penalties of perjury, that the Seller is a resident of the State of Maryland or is a resident entity of the State of Maryland; **OR**
- 2. Presents to the clerk of the circuit court for a county or the Maryland State Department of Assessments and Taxation a certificate issued by the Comptroller of the State of Maryland stating that: i) there is no tax due in connection with the sale or exchange of the Property; or ii) a reduced amount of tax is due from the Seller and the reduced amount is collected by the clerk of the circuit court for a county or the Maryland Department of Assessments and Taxation before recording or filing; (NOTE: If Seller intends to obtain a certificate from the Comptroller's office, Seller should immediately contact the Comptroller at 1-800-MDTAXES. Obtaining the certificate requires a MINIMUM of three (3) weeks); OR
- 3. Has satisfied the tax liability or has provided adequate security to cover such liability; OR
- 4. Certifies, in writing, under the penalties of perjury, that the Property being transferred is the Seller's principal residence.

As defined under Maryland law and as used in a) and b) above, the term "total payment" means the net proceeds paid to the Seller for the Property and associated tangible personal property, less: 1) debts owed by the Seller and secured by a mortgage or other lien against the Property being paid upon the sale or exchange of the Property and 2) other expenses of the Seller arising out of the sale or exchange of the Property and disclosed on a settlement statement prepared in connection with the sale or exchange of the Property. "Total payment" includes the fair market value of any property transferred to the Seller.

Seller's Signature	9/3/2024
	Date
Daniel D. Beren	9/4/2024
Seller's Signature	Date
m	_



ENAL HOUSING OPPORTUNITY

1/20

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Consumer Notice to Buyers of Residential Real Estate in Maryland (Include with Exclusive Buyer/Tenant Representation Agreement)

Buyers of residential real estate in Maryland are advised to inquire about the following items:

COVENANTS RUNNING WITH THE LAND: Covenants running with the land are agreements that stipulate that ownership of the land cannot be transferred unless the new owner agrees to continue to abide by the covenants. They cannot be separated from the land and transfer with it. For example, an individual might own property subject to a covenant that requires the property to be used for charitable purposes only. A buyer who purchases the property must agree to use the property for charitable purposes only.

DEED RESTRICTIONS: Deed restrictions are provisions in a deed that limit the use of the property. With some exceptions, deed restrictions cannot be removed by the new owner.

EASEMENTS: An easement is a right, privilege, or interest that one party has in the land of another. There are many types of easements, including, conservation easements, utility easements, gas line easements, and power line easements. Easements may be in property deeds or title papers, and are part and parcel of the land they affect.

LEASES: A lease is any agreement that gives rise to a landlord/tenant relationship. Unless otherwise specified in the lease agreement, the buyer of a property occupied by a tenant under a lease is bound by the conditions and terms of the lease.

ONSITE SEWAGE DISPOSAL SYSTEMS (OSDS) WITH BEST AVAILABLE TECHNOLOGY (BAT): An OSDS is a wastewater treatment system that discharges the treated effluent into the ground. An OSDS with best available technology reduces nitrogen levels. If an OSDS system with BAT is installed on the property, Seller may have used state funds to purchase the system. If state funds were used to purchase the system, the property may be encumbered by an easement that obligates the owner of the property to comply with certain requirements such as maintaining the system and allowing the Maryland Department of the Environment and the county/city in which the property is located to inspect the system. Buyer is advised to inquire about the terms under which an OSDS system with BAT was installed on the property and check with the appropriate city/county agency.

PROPANE TANKS: Propane is a source of energy that is used for heating homes and water, cooking and refrigerating food, drying clothes, and fueling gas fireplaces and barbecue grills. Propane tanks may be owned or leased. If a propane tank is installed on the property, Buyer is advised to inquire about the terms under which the propane tank was installed, how to transfer the ownership or lease, and any costs associated with the transfer.

HOME SECURITY SYSTEMS THAT RECORD AUDIO: Buyer is advised that Maryland law prohibits audio recording of private conversations without the consent of all parties.

SOLAR PANELS: Solar panels are devices that convert light into electricity. If solar panels are installed on the property, Buyer is advised to inquire about the terms under which the solar panels were installed, how to transfer the ownership or lease, and any costs associated with the transfer.

WIRE FRAUD THROUGH EMAIL: Buyer is advised to never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Buyer should always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Buyer should never wire money without double-checking that the wiring instructions are correct.

DEPOSIT HELD BY ESCROW AGENT: Buyer is advised that an escrow agent, other than a Maryland licensed real estate broker, is not subject to the same legal requirements that Maryland licensed real estate brokers are under the Maryland Real Estate Brokers Act concerning the holding and the release of deposit monies. If the deposit is going to held by a third party other than by a Maryland licensed real estate broker involved in the transaction, the parties are required to enter into a separate written escrow agreement, binding upon the parties and the escrow agent that complies with Section 10-802 of the Real Property Article, Annotated Code of Maryland.

SMOKE ALARMS: Buyer is notified that there were changes in Maryland law regarding smoke alarms and smoke detectors (Section 9-101 et seq. of the Public Safety Article, Annotated Code of Maryland). The type of smoke alarm required in a dwelling depends upon the age of the property. As of January 1, 2018, among other changes, no alarm—battery powered or hard-wired—may be older than 10 years from the date of manufacture, and if battery powered, be sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries. There are penalties for non-compliance. Additionally, some jurisdictions have more stringent rules for new construction or for rentals. Buyer is advised to inquire about smoke alarm compliance. Buyer may





Fax:



STATE OF MARYLAND REAL ESTATE COMMISSION

Consent for Dual Agency

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

When Dual Agency May Occur

The possibility of Dual Agency arises when:

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

Important Considerations Before Making a Decision About Dual Agency

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

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

Your Choices Concerning Dual Agency

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

- 1. Consent in writing to dual agency. If all parties consent in writing, the real estate broker or the broker's designee (the "dual agent") shall assign one real estate agent affiliated with the broker to represent the seller (the seller's "intra-company agent") and another agent affiliated with the broker to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategy.
- 2. Refuse to consent to dual agency. If either party refuses to consent in writing to dual agency, the real estate broker must terminate the brokerage relationship for that particular property with the buyer, the seller, or both. If the seller terminates the brokerage agreement, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer terminates the brokerage agreement, the buyer may choose not to be represented but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company. Alternatively, the buyer may choose to enter into a written buyer agency agreement with a different broker/company.

Duties of a Dual Agent and Intra-Company Agent

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

- 1) Anything the client asks to be kept confidential; *
- 2) That the seller would accept a lower price or other terms;
- 3) That the buyer would accept a higher price or other terms;
- The reasons why a party wants to sell or buy, or that a party needs to sell or buy quickly; or 4)
- 5) Anything that relates to the negotiating strategy of a party.
- * Dual agents and intra-company agents must disclose material facts about a property to all parties.

How Dual Agents Are Paid

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

If a financial bonus is offered to an agent who sells property that is listed with his/her broker, this fact

Consent for Dual Age	nev		
I have read the above infor	mation, and I understand the to	erms of the dual agency	. I understand that I do not have
to consent to a dual agend withdraw the consent at an	cy and that if I refuse to con y time upon notice to the dual	sent, there will not be	a dual agency; and that I may
	ss Real Property Brokerage		
ARIEM	(Firm Name)	ac	t as a Dual Agent for me as the
Seller in the sale of the	e property at: 1302 Maywood	Avenue, Towson, MD 23	.204
Buyer in the purchase	of a property listed for sale w	ith the above-reference	d broker.
Signed by:	9/3/2024	Daniel D. Beren	9/4/2024
C JERTADDEZANACE	D	C C042324063C3464	D .
	PRIOR CONSENT TO	Signature DUAL AGENCY	Date
AFFIRMATION OF	PRIOR CONSENT TO I	DUAL AGENCY	Date bllowing property:
AFFIRMATION OF # The undersigned Buyer 1302 Maywood Avenue, Tow	PRIOR CONSENT TO I	DUAL AGENCY	
# The undersigned Buyer 1302 Maywood Avenue, Tow Property Address Signature	PRIOR CONSENT TO 1 r(s) hereby affirm(s) consent to vson, MD 21204	DUAL AGENCY o dual agency for the fo	ollowing property:
# The undersigned Buyer 1302 Maywood Avenue, Tow Property Address Signature	PRIOR CONSENT TO 1 r(s) hereby affirm(s) consent to vson, MD 21204 Date	DUAL AGENCY o dual agency for the fo	ollowing property:



MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

Property Address: 1302 Maywood Avenue, Tow	vson, MD 21	204	
registered with the Maryland Department of the	/ leased resid ne Environm	I DISCLOSURE: Under the Maryland Lead Poisoni dential dwelling constructed prior to 1978 is required to ent (MDE). Detailed information regarding complian grams/Land/LeadPoisoningPrevention/Pages/index.aspx	be
1. Seller hereby discloses that the Property was co	nstructed pric	or to 1978;	
AND			
The Property/is or () is or () initial applicable line).	DDB .	is not registered in the Maryland Program (Seller	to
settlement or in the future, Buyer is required to re within thirty (30) days following the date of settlemental property as required by the Maryland Pro	egister the Propertion of the Properties of the	ends to lease the Property effective immediately following operty with the Maryland Department of the Environment (30) days following the conversion of the Property is responsible for full compliance under the Marylans; lead-paint risk reduction and abatement procedure ments to tenants.	ent to
event as defined under the Maryland Program (in- hazards or notice of elevated blood lead levels from applicable line)/ has; or either the modified or full risk reduction treatment or	cluding, but r m a tenant or/ f the Property	indicated above, Seller further discloses to Buyer that not limited to, notice of the existence of lead-based par state, local or municipal health agency) (Seller to init has <u>not</u> occurred, which obligates Seller to perform as required under the Maryland Program. If an event he full risk reduction treatment of the Property, Seller here	aint tial orm
If such event has occurred, Seller (<i>Seller to initial</i> will <u>not</u> perform the required treatment prior to trans	applicable li	ine)/ will; OR/ the Property to Buyer.	
ACKNOWLEDGEMENT: Buyer acknowledges by Paragraphs/(BUYER)	y Buyer's ini	itials that Buyer has read and understands the abo	ve
CERTIFICATION OF ACCURACY: The following their knowledge, that the information they have pro-	parties have vided is true a	reviewed the information above and certify, to the best and accurate.	of
Signed by: 9/3/202	24		
Seller	Date	Buyer Da	te
Daniel D. Burn 9/4/202	24		
Seller	Date	Buyer Da	te
Calledo Ament			
Seller's Agent	Date	Buyer's Agent Da	te



10/17

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SMOKE ALARM LAWS

2018





AS OF JANUARY 1, 2018 - MARYLAND LAW REQUIRES:

IF BATTERY OPERATED ONLY, ALARM MUST:

- · Be powered by 10-year sealed battery
- · Have a silence/hush feature

IF HARDWIRED ALTERNATING CURRENT (AC) ALARM:

 May NOT be older than 10 years from the date of manufacture*

ONE ALARM MUST BE LOCATED ON EACH LEVEL OF THE DWELLING INCLUDING THE BASEMENT

NOTE: REGARDLESS OF WHEN BUILT, battery operated only alarms must be

powered by 10-year sealed batteries, and no unit, whether battery operated or AC, may be older than 10 years. Types of alarms found in homes have changed over time based on requirements at the time of construction.

BUILT BEFORE 7/1/75



Located: Each hallway outside bedroom(s)

BUILT BETWEEN 7/1/75 - 1/1/89



Located: Each hallway outside bedroom(s)

BUILT BETWEEN 1/1/89 - 7/1/90



Located: Each hallway outside bedroom(s)

BUILT BETWEEN 7/1/90 - 7/1/13



Located: Each hallway outside bedroom(s)

BUILT AFTER 7/1/13





Located: Each hallway outside bedroom(s) AND in each bedroom

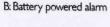
BE AWARE!

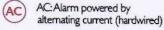
- Hardwired AC Alarms must be replaced with hardwired alarms of the same type.
- Additional alarms required as of January 1, 2018 (such as in basement) may be battery operated if they are 10-year sealed battery alarms with a silence/hush button feature.
- A seller who fails to comply with the law is subject to a fine. imprisonment, or both.
- As required by law, any information about alarms that is shared with a REALTOR® is considered a material fact that must be disclosed to all parties.

*NOTE: Date of manufacture will be marked on back of smoke alarm. If no date is printed on device, it should not be used.

KEY









BB BB: Battery Backup

Alternate secondary power source 2nd (i.e. WiFi or Radio Frequency)

WHEREAS the party of the first part owns and had title to the real estate located in the Nanth Election District of Baltimore County State of Maryland being known and described as Lot #27 and Lot #28 as shown on the Plat of Ruxton Heights and recorded among the Land Records of Baltimore County in Plat Book J W S No 1 folio 64 and

WHEREAS the parties of the second part own and have title to the real estate located in the Ninth Election District of Baltimore County State of Maryland being known and described as Lot #25 and Lot #26 as shown on the Plat of Ruxton Heights and recorded among the Land Records aforesaid in Plat Book J W S No 1 folio 64 and

WHE REAS said properties are adjacent to each other so that the West line of said Lot #27 forms the East line of Lot #26 and

Whereas the parties hereto in consideration of the sum of One Dollar in hand paid each to the other have agreed to grant to each other an Easement or Right of Way along a part of said adjoining boundary line

NOW THEREFORE THIS AGREEMENT WITNESSETH in pursuance to said agreement and for and in consideration of the sum of One Dollar paid by each of said parties to each other receipt of which is hereby acknowledged and of the mutual covenants agreements conditions and stipulation at thereincontained it is mutually covenanted stipulated and agreed by and between the parties hereto as follows

FIRST The party of the first part hereby grants unto the parties of the second part his her or their heirs and assigns an Easement and Right of Way together with the fulland free right for him her and them and his her and their tenants servants visitors and licensees in common with allothers having the like right at all times hereafter with or without automobiles or other vehicles or on foot for the purpose of ingrees and egress to and from a portion of said Lot #26 and /or the rear entrance of and/or the garage connected with or separate from the dwelling or improvements located on said Lot #26 and for all other purposes connected with the use of said Lot #26 to pass and repass along and over a strip of land described as follows to wit

BEGINNING for the same on the North side of Maywood Avenue at a point where it is intersected by the division line between Lots Nos 26 and 27 as laid out on the Plan of Ruxton Heights which Plan is recorded among the Land Records of Baltimore County in Plat Book J W S No 1 folio 64 and running thence and binding on a part of said division line Northerly 42 feet thence leaving said division line and running for new lines of division the two following lines wis Easterly at right angles to said division line 6 feet and Southerly running parallel with said division line 43-08/100 feet to the North side of Maywood Avenue and thence Westerly binding on the North side of said Avenue 6-10/100 feet to the place of beginning

BBING a part of Lot No 27 as laid out on the above referred Plan of Ruxton Heights

BEING a part of the land whichby a deed dated August 11 1942 and recorded among the Land Records of Baltimore County in Liber R J S No 1273 folio 44 was conveyed by Edward H Colburn to Helen B Brawner

SECOND The parties of the second part grant unto the party of the first part her heirs and assigns an Essement and Right of Way together with the full and free right for her and them and her and their tenants servants visitors and licensees in common with all others having the like right at all times hereafter with or without automobiles or other vehicles or on foot for the pumpose of ingrees and egress to and from portion of said Lot #27 an/or the rear entrance of and/or the garage connected with or separate from the dwelling or improvements located on said Lot #27 and for all other purposes connected with the use of said Lot #27 to pass and repass along and over a strip of land described as follows to wit

BEGINNING for the same on the North side of Maywood Avenue at a point where it is intersected by the division line between Lots Nos 26 and 27 as laid outon the Platof Ruxton Heights which plan is recorded among the Land Records of Baltimore County in Plat Book J W S No 1 folio 64 and running thence and binding on a part of said division line Northerly 42 feet thence leaving said division line and running for new lines of division the two following lines viz Westerly at right angles to said division line 6 feet and Southerly running parallel with said division line 40-92/100 feet to the North sideof Maywood Avenue and thence Easterly binding on the North sideof said Avenue 6-10/100 feet to the place of beginning

BEING a part of Lot No 26 as laid out on the above referred to Plan of Ruxton Heights
BEING a part of the land which by deed dated September 2 1947 and recorded among the Land
Records of Baltimore County in Liber J W B No 1598 folio 107 was conveyed by Leonard S Thomas
et al unto James Hobe Brodie et al

THIRD It is further understood and agreed by and between the parties hereto that the Easements granted herein are to be held by the respective grantees his her and their heirs and assigns as appurtenant to the land owned by said respective grantee

FOURTH This agreement has been executed in duplicate by the parties hereto and each executed copy thereof shall be considered an original

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written

TEST Stratford E McKenrick

Helen B Brawner

(SEAL)

TEST Stratford E McKenrick

James Hobe Brodie

(SEAL)

Elsa C Brodie

(SEAL)

STATE OF MARYLAND BALTIMORE COUNTY TO WIT

I HEREBY CERTIFY that on this 19th day of march 1948 before me the subscriber a Notary

Public of the State of Maryland in and for the County aforesaid personally appeared HELEN B

BRAWNER party of the first part and she acknowledged the aforegoing agreement to be her act

AS WITNESS my hand and Notarial Seal

(NOTARIAL SEAL)

Margaret M Weis Notary Public

STATE OF MARYLAND BALTIMORE COUNTY TO WIT

I HEREBY CERTIFY that on this 19th day of March 1948 before me the subscriber a Notary Public of the State of Maryland in and for the County aforesaid personally appeared JAMES HOBE BRODIE AND ELSA C BRODIE his wife parties of the second part and they acknowledged the aforegoing agreement to be their act

AS WITNESS my hand and Notarial Seal

(NOTARIAL SEAL)

Margaret M Weis Notary Public

Recorded Mar 22 1948 at 10:30 AM and exdper T Braden Silcott Clerk Rec cmcg Exd By AJAV)

