



### 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 09/26/2024 ■ ADDENDUM to Contract of Sale dated \_\_\_\_\_  
between Buyer \_\_\_\_\_  
and Seller James A. Roeder Deborah L. Roeder  
for Property known as 3421 Foster Avenue, Baltimore, MD 21224

Initial  
JR DLK

**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.**

- |   |  |  |   |
|---|--|--|---|
| <input checked="" type="checkbox"/> Alarm System              | <input type="checkbox"/> Exist. W/W Carpet           | <input type="checkbox"/> Playground Equipment                  | <input type="checkbox"/> TV Antenna                               |
| <input checked="" type="checkbox"/> Ceiling Fan(s) # <u>2</u> | <input type="checkbox"/> Fireplace Screens/Doors     | <input type="checkbox"/> Pool, Equipment & Cover               | <input type="checkbox"/> Trash Compactor                          |
| <input type="checkbox"/> Central Vacuum                       | <input type="checkbox"/> Fireplace Equipment         | <input checked="" type="checkbox"/> Refrigerator(s) # <u>1</u> | <input checked="" type="checkbox"/> Wall Mount TV Brackets        |
| <input checked="" type="checkbox"/> Clothes Dryer             | <input type="checkbox"/> Freezer                     | <input checked="" type="checkbox"/> w/ Ice Maker(s) # <u>1</u> | <input type="checkbox"/> Wall Oven(s) # _____                     |
| <input checked="" type="checkbox"/> Clothes Washer            | <input type="checkbox"/> Furnace Humidifier          | <input type="checkbox"/> Satellite Dish                        | <input type="checkbox"/> Water Filter                             |
| <input type="checkbox"/> Cooktop                              | <input type="checkbox"/> Garage Opener(s) # _____    | <input checked="" type="checkbox"/> Screens                    | <input type="checkbox"/> Water Softener                           |
| <input checked="" type="checkbox"/> Dishwasher                | <input type="checkbox"/> Garage remote(s) # _____    | <input checked="" type="checkbox"/> Shades/Blinds              | <input checked="" type="checkbox"/> Window A/C Unit(s) # <u>1</u> |
| <input checked="" type="checkbox"/> Drapery/Curtain Rods      | <input checked="" type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Storage Shed(s) # _____               | <input type="checkbox"/> Window Fan(s) # _____                    |
| <input checked="" type="checkbox"/> Draperies/Curtains        | <input type="checkbox"/> Hot Tub, Equipment & Cover  | <input checked="" type="checkbox"/> Storm Doors                | <input type="checkbox"/> Wood Stove                               |
| <input type="checkbox"/> Electronic Air Filter                | <input type="checkbox"/> Intercom                    | <input checked="" type="checkbox"/> Storm Windows              |   |
| <input checked="" type="checkbox"/> Exhaust Fan(s) # <u>5</u> | <input checked="" type="checkbox"/> Microwave        | <input checked="" type="checkbox"/> Stove or Range             |   |

ADDITIONAL INCLUSIONS (SPECIFY): bluetooth wireless speaker/exhaust vent in primary bath suite, television in living room all light fixtures, primary suite closet storage unit

ADDITIONAL EXCLUSIONS (SPECIFY): \_\_\_\_\_

**2. LEASED ITEM(S) INCLUDED:**

- |   |                                      |
|---|--------------------------------------|
| <input type="checkbox"/> Fuel Tank(s)           | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Solar Panels           | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Alarm System           | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Water Treatment System | <input type="checkbox"/> Other _____ |

ADDITIONAL TERMS AND/OR INFORMATION REGARDING LEASED ITEM(S): \_\_\_\_\_

Initial  
JR DLK

**3. UTILITIES: WATER, SEWAGE, HEATING, AND AIR CONDITIONING (check all that apply):**

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

Utility Service Providers: \_\_\_\_\_

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

Buyer Signature _____	Date _____	Seller Signature <u>[Signature]</u>	Date <u>12/31/2024</u>
Buyer Signature _____	Date _____	Seller Signature <u>[Signature]</u>	Date <u>12/28/2024</u>



**GENERAL ADDENDUM TO CONTRACT OF SALE**

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

Addendum dated \_\_\_\_\_ to Contract of Sale (the "Contract") dated \_\_\_\_\_  
Buyer(s): \_\_\_\_\_  
Seller(s): James A. Roeder Deborah L. Roeder  
Property: 3421 Foster Avenue, Baltimore, MD 21224


**1. LEGAL REQUIREMENT:** A Contract for the sale of real property is required to be in writing to be enforceable under the laws of the State of Maryland. Once signed by the parties, the Contract becomes a legally binding agreement. The original terms of the Contract can only be altered thereafter with the agreement of the parties expressed in writing. All parties have the right to be represented by an attorney and are encouraged to seek competent advice if they do not understand any term(s) of the Contract. The broker/agent is required to promptly submit all written Contract offers to the Seller.

**2. INTENDED USE:** The use of a particular property may be limited or restricted as a result of zoning laws, local ordinances and/or restrictive covenants applicable to the property. The Contract of Sale form provided by the broker/agent is designed and intended for use only in the purchase and sale of single-family residences or unimproved residential property. If Buyer intends to use a property for any other purpose, the standard Contract of Sale form may not adequately serve to protect Buyer's interests without the addition of an appropriate clause or addendum conditioning the Contract offer upon a determination that Buyer's intended use of the Property will be permitted.

**3. COVENANTS AND RESTRICTIONS:** A majority of homes, whether new or re-sale, located in a subdivision are subject to certain restrictions applicable to the use of the Property as well as the construction of certain improvements to the Property referred to as covenants. In the case of Property subject to a Homeowners Association or Condominium Association, the covenants are contained in a Declaration of Covenants and Restrictions as well as the Bylaws of the Association. However, other properties may be subject to covenants as part of a voluntary Community Association or even with no association. **Seller Acknowledges:**

The property \_\_\_\_/\_\_\_\_ IS or \_\_\_\_/\_\_\_\_ IS NOT part of a recorded subdivision with restrictive covenants.

The property \_\_\_\_/\_\_\_\_ IS or \_\_\_\_/\_\_\_\_ IS NOT part of a voluntary Community Association.

The Seller is unaware of the property as being part of any restrictive covenants or voluntary community associations.  Seller Initials

Current voluntary fees or assessments for the community association are \$ \_\_\_\_\_  
 Annually/  Quarterly/  Monthly (check one)

Name of Association \_\_\_\_\_

Address \_\_\_\_\_

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.aspx> or buyer can contact the MDE at (410) 537-3000 for further information on asbestos.

Date \_\_\_\_\_ Buyer \_\_\_\_\_

Date \_\_\_\_\_ Buyer \_\_\_\_\_

Date 12/31/2024 Seller  Signed by:  
709C924B86C7480

Date 12/28/2024 Seller  Signed by:  
5E7186875854104

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.

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Harford County Association of REALTORS®, Inc.

Carroll County Association of REALTORS®, Inc.

Howard County Association of REALTORS®, Inc.

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### BALTIMORE CITY NOTICES AND DISCLOSURES ADDENDUM

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

CONTRACT OF SALE (the "Contract") dated \_\_\_\_\_  
BUYER: \_\_\_\_\_  
SELLER: James A. Roeder Deborah L. Roeder  
PROPERTY: 3421 Foster Avenue, Baltimore 21224

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 City Master Plan. You may wish to review the Master Plan. To become fully informed of current and future land use plans, facilities plans, public works plans or school plans, you should consult the appropriate Baltimore City agency for information regarding such plans. For further information, contact Baltimore City Department of Planning at 410-396-7526 (PLAN), 417 E. Fayette Street, 8th Floor, Baltimore, MD 21202. <https://planning.baltimorecity.gov/master-plans>

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 City or other authorities for information regarding such plans.

Buyer's Signature: \_\_\_\_\_ Buyer's Signature: \_\_\_\_\_

2. **PROPERTY LOCATED IN BALTIMORE CITY: Tenant's Right of First Refusal:** If the property is, or has been, within six (6) months of the date hereof, a single family residential rental dwelling in Baltimore City, Maryland, the validity of the Contract is contingent upon compliance with the provisions of Title 13, Subtitle 6 of the Baltimore City Code (2004 Edition, as amended). **Transfer Certificate:** The zoning ordinance of Baltimore City, Subtitle 5 of the Baltimore City Code, 2005 Edition, regulates that every person who sells property in Baltimore City (other than a 1 or 2 family dwelling) shall attach to the Contract or instrument of conveyance, a Transfer Certificate issued by the Baltimore Zoning Administration.

3. **NEWLY CONSTRUCTED RESIDENCES IN BALTIMORE CITY:** Qualified buyers of newly constructed dwellings in Baltimore City may be entitled to receive the Baltimore City Newly Constructed Dwelling Real Property Tax Credit. If eligible, buyers must file the required application with the Baltimore City Department of Finance within 90 days after settlement or within 90 days after the owner first receives a notice of assessment on the building. Other conditions may be required by the department. Additional information may be obtained from the department by calling 443-984-4053.

[https://propertytaxcredits.baltimorecity.gov/propertytaxcredits/Documents/NewConstructionTC/Newly\\_Constructed\\_Dwelling\\_Summary.pdf](https://propertytaxcredits.baltimorecity.gov/propertytaxcredits/Documents/NewConstructionTC/Newly_Constructed_Dwelling_Summary.pdf)

4. **DISCLOSURE OF HEAVY-INDUSTRIAL AND RAILROAD OPERATIONS:** Buyer is advised that the property may be located near heavy-industrial operation (that is, land uses limited to an M-3 industrial zoning district under Zoning Code Title 7, Subtitle 4) or near railroad operations.

These operations may involve the use of machinery, trucks, or trains, 24 hours a day, 7 days a week, and may create or cause noises, odors, fumes, bright lights, vibrations, and safety hazards.

Detailed information on the location of heavy-industrial (M-3) zones and on the location of railroad tracks can be found on the "Baltimore City View" website, at <http://CityView.BaltimoreCity.gov>.

5. **VACANT BUILDING NOTICE VIOLATION:** For someone to legally inhabit a property in Baltimore City, the property must not have a Vacant Building Notice issued by the Baltimore City Department of Housing and Community Development. Sellers can check and verify by reviewing the Baltimore City Code Map at this link <https://cehs.baltimorehousing.org/codemapv2ext/>, or by calling Baltimore City Department of Housing and Community Development at 410-396-3470.

This property has \_\_\_\_\_ does not have   a current Vacant Building Notice   Seller's Initials.

If the property does have a Vacant Building Notice, the notice \_\_\_\_\_ has \_\_\_\_\_ has not been abated.

The seller has obtained a valid and current Occupancy Permit for the premises from the Department of Housing and Community Development \_\_\_\_\_ Seller's Initials.

6. **YIELD EXCISE TAX:** Baltimore City passed an ordinance, 19-233, that requires for transactions greater than \$1,000,000, a 40% Yield Tax to be imposed as a transfer tax and a 15% Yield Tax as a recordation tax.

This transaction is \_\_\_\_\_ is not   greater than \$1,000,000   Seller's Initials \_\_\_\_\_ Buyer's Initials

The seller is responsible for these taxes \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Buyer's Initials

The buyer is responsible for these taxes \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Buyer's Initials

The seller and buyer agree to split the costs \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Buyer's Initials

\_\_\_\_\_  
**BUYER**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**BUYER**

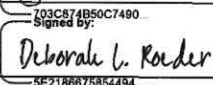
\_\_\_\_\_  
**DATE**

Signed by:  


12/31/2024

\_\_\_\_\_  
**SELLER**

\_\_\_\_\_  
**DATE**

03C874B56C7490  
Signed by:  


12/28/2024

\_\_\_\_\_  
**SELLER**

\_\_\_\_\_  
**DATE**

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, and financial or other advice.

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**NOTICE TO BUYER AND SELLER OF BUYER'S RIGHTS AND SELLER'S OBLIGATIONS UNDER MARYLAND'S SINGLE FAMILY RESIDENTIAL PROPERTY CONDITION DISCLOSURE LAW**

ADDENDUM dated \_\_\_\_\_ to the Contract of Sale  
 between Buyer \_\_\_\_\_  
 and Seller James A. Roeder Deborah L. Roeder for Property  
 known as 3421 Foster Avenue, Baltimore, MD 21224

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

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

- (A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:
- (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
  - (ii) Insulation;
  - (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
  - (iv) Plumbing, electrical, heating, and air conditioning systems;
  - (v) Infestation of wood-destroying insects;
  - (vi) Land use matters;
  - (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
  - (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
  - (ix) Whether the required permits were obtained for any improvements made to the property;
  - (x) Whether the smoke alarms:
    - 1. will provide an alarm in the event of a power outage;
    - 2. are over 10 years old; and
    - 3. if battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; and
  - (xi) If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.

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

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

**OR**

- (B) A written disclaimer statement providing that:

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



At the time the disclosure or disclaimer statement is delivered to you ("the buyer"), you are required to date and sign a written acknowledgement of receipt on the disclosure or disclaimer statement which shall be included in or attached to the contract of sale.

Section 10-702 further provides that a buyer who receives the disclosure or disclaimer statement on or before entering into a contract of sale does not have the right to rescind the contract based upon the information contained in the disclosure or disclaimer statement.

You are hereby notified that, in certain circumstances, you have the right to rescind your contract with the seller if the seller fails to deliver to you the written property condition disclosure or disclaimer statement. Section 10-702 provides that a buyer who does not receive the disclosure or disclaimer statement on or before entering into the contract has the unconditional right, upon written notice to the seller or seller's agent.

- (i) To rescind the contract at any time before the receipt of the disclosure or disclaimer statement or within 5 days following receipt of the disclosure or disclaimer statement; and
- (ii) To the immediate return of any deposits made on account of the contract.

Your right to rescind the contract under Section 10-702 terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application or within 5 days following receipt of a written disclosure from a lender who has received your application for a mortgage loan, if the lender's disclosure states that your right to rescind terminates at the end of that 5 day period.


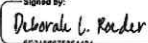
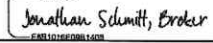
Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
- (ii) Occupancy, in the event of a lease with option to purchase.

The information contained in the property condition disclosure statement is the representation of the seller and not the representation of the real estate broker or sales person, if any. A disclosure by the seller is not a substitute for an inspection by an independent professional home inspection company. You should consider obtaining such an inspection. The information contained in a disclosure statement by the seller is not a warranty by the seller as to the condition of the property of which condition the seller has no actual knowledge or other condition, including latent defects, of which the seller has no actual knowledge. The seller is not required to undertake or provide an independent investigation or inspection of the property in order to make the disclosures required by Section 10-702. The seller is not liable for an error, inaccuracy or omission in the disclosure statement if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the seller or was provided to the seller by a third party as specified in Section 10-702(i) or (j).

You may wish to obtain professional advice about the property or obtain an inspection of the property.

The undersigned buyer(s) and seller(s) acknowledge receipt of this notice on the date indicated below and acknowledge that the real estate licensee(s) named below have informed the buyer(s) and the seller(s) of the buyer(s)' rights and the seller(s)' obligations under Section 10-702.

Buyer's Signature	Date	 <small>Signed by: [Signature]</small> <small>7903031400027400</small>	12/31/2024
Buyer's Signature	Date	 <small>Signed by: Deborah L. Rader</small> <small>60310982864401</small>	12/28/2024
Agent's Signature	Date	 <small>Signed by: Jonathan Schmitt, Broker</small> <small>FA81101808111008</small>	9/26/2024



**MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT**

Property Address: 3421 Foster Avenue, Baltimore, MD 21224

Legal Description: \_\_\_\_\_

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

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

1. Foundation: Any settlement or other problems?  Yes  No  Unknown  
Comments: \_\_\_\_\_
2. Basement: Any leaks or evidence of moisture?  Yes  No  Unknown  Does Not Apply  
Comments: \_\_\_\_\_
3. Roof: Any leaks or evidence of moisture?  Yes  No  Unknown  
Type of Roof: \_\_\_\_\_ Age \_\_\_\_\_  
Comments: \_\_\_\_\_  
Is there any existing fire retardant treated plywood?  Yes  No  Unknown  
Comments: \_\_\_\_\_
4. Other Structural Systems, including exterior walls and floors:  
Comments: \_\_\_\_\_  
Any defects (structural or otherwise)?  Yes  No  Unknown  
Comments: \_\_\_\_\_
5. Plumbing system: Is the system in operating condition?  Yes  No  Unknown  
Comments: \_\_\_\_\_
6. Heating Systems: Is heat supplied to all finished rooms?  Yes  No  Unknown  
Comments: \_\_\_\_\_  
Is the system in operating condition?  Yes  No  Unknown  
Comments: \_\_\_\_\_
7. Air Conditioning System: Is cooling supplied to all finished rooms?  Yes  No  Unknown  Does Not Apply  
Comments: \_\_\_\_\_  
Is the system in operating condition?  Yes  No  Unknown  Does Not Apply  
Comments: \_\_\_\_\_
8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?  
 Yes  No  Unknown  
Comments: \_\_\_\_\_
- 8A. Will the smoke alarms provide an alarm in the event of a power outage?**  Yes  No  
**Are the smoke alarms over 10 years old?**  Yes  No  
**If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018?**  Yes  No  
Comments: \_\_\_\_\_
9. Septic Systems: Is the septic system functioning properly?  Yes  No  Unknown  Does Not Apply  
When was the system last pumped? Date \_\_\_\_\_  Unknown  
Comments: \_\_\_\_\_
10. Water Supply: Any problem with water supply?  Yes  No  Unknown  
Comments: \_\_\_\_\_  
Home water treatment system:  Yes  No  Unknown  
Comments: \_\_\_\_\_  
Fire sprinkler system:  Yes  No  Unknown  Does Not Apply  
Comments: \_\_\_\_\_  
Are the systems in operating condition?  Yes  No  Unknown  
Comments: \_\_\_\_\_
11. Insulation:  
In exterior walls?  Yes  No  Unknown  
In ceiling/attic?  Yes  No  Unknown  
In any other areas?  Yes  No Where? \_\_\_\_\_  
Comments: \_\_\_\_\_
12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?  
 Yes  No  Unknown  
Comments: \_\_\_\_\_  
Are gutters and downspouts in good repair?  Yes  No  Unknown  
Comments: \_\_\_\_\_

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

Comments: \_\_\_\_\_  
Any treatments or repairs?  Yes  No  Unknown  
Any warranties?  Yes  No  Unknown

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Seller(s) \_\_\_\_\_ Date \_\_\_\_\_

Seller(s) \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

### MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

Except for the latent defects listed below, the undersigned 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:

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Seller  Date 1/21/2025

Seller  Date 1/30/2025

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

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

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



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

3421 Foster Avenue

Property Address: Baltimore, MD 21224

SELLER/LANDLORD REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (SELLER/LANDLORD TO INITIAL APPLICABLE LINE): [Initials] / [Initials] housing was constructed prior to 1978 OR / date of construction is uncertain.

FEDERAL LEAD WARNING STATEMENT: A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly.

Seller's/Landlord's Disclosure

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

Buyer's/Tenant's Acknowledgment (initial)

- (c) / Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.
(d) / Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home.
(e) Buyer has (initial (i) or (ii) below):
(i) / received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
(ii) / waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) [Initials] Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Table with 4 columns: Party Name, Signature, Date, and Role. Rows include Deborah Roeder (Seller/Landlord), James Roeder (Seller/Landlord), and Jonathan Schmitt, Broker (Seller's/Landlord's Agent).



MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

3421 Foster Avenue
Property Address: Baltimore, MD 21224

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

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

AND

The Property \_\_\_\_\_ / \_\_\_\_\_ is or [initials] / [initials] is not registered in the Maryland Program (Seller to initial applicable line).

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (Seller to initial applicable line) \_\_\_\_\_ / \_\_\_\_\_ has; or \_\_\_\_\_ / \_\_\_\_\_ has not occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

If such event has occurred, Seller (Seller to initial applicable line) \_\_\_\_\_ / \_\_\_\_\_ will; OR \_\_\_\_\_ / \_\_\_\_\_ will not perform the required treatment prior to transfer of title of the Property to Buyer.

ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. \_\_\_\_\_ / \_\_\_\_\_ (BUYER)

CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Signed by: Deborah L. Roeder 1/21/2025
Seller Date

Buyer Date

Signed by: [initials] 1/30/2025
Seller Date

Buyer Date

Signed by: Jonathan Schmitt, Broker 1/21/2025
Seller's Agent Date

Buyer's Agent Date



10/17



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**MARYLAND NON-RESIDENT SELLER  
TRANSFER WITHHOLDING TAX ADDENDUM**

ADDENDUM dated \_\_\_\_\_ to Contract of Sale

between Buyer \_\_\_\_\_

and Seller James A. Roeder Deborah L. Roeder

for Property known as 3421 Foster Avenue, Baltimore, MD 21224

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.

Signed by: [Signature]  
Seller's Signature

12/31/2024  
Date

Signed by: [Signature]  
Seller's Signature

12/28/2024  
Date





**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 be 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









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.



# 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

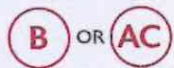
#### IF HARDWIRED ALTERNATING CURRENT (AC) ALARM:

- 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



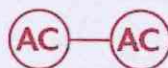
Located:  
Each hallway outside bedroom(s)

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



Located:  
Each hallway outside bedroom(s)

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



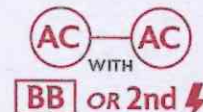
Located:  
Each hallway outside bedroom(s)

**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

- B: Battery powered alarm
- AC: Alarm powered by alternating current (hardwired)
- AC-AC: Hardwired interconnected alarm
- BB: Battery Backup
- 2nd ⚡ Alternate secondary power source (i.e. WiFi or Radio Frequency)