

Seller(s): Rudolph & Beverly Johnson

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 1221 Cobb Road Pikesville MD 21208
Legal Description: 1221 Cobb Road, Pikesville, MD 21208

NOTICE TO SELLER AND PURCHASER

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

- 10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §10-702.
1. The initial sale of single family residential real property:
A. that has never been occupied; or
B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

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

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

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

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

How long have you owned the property? \_\_\_\_\_

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

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

Seller(s): Rudolph & Beverly Johnson

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems?  Yes  No  Unknown  
 Comments: \_\_\_\_\_

2. Basement: Any leaks or evidence of moisture?  Yes  No  Unknown  Does Not Apply  
 Comments: \_\_\_\_\_

3. Roof: Any leaks or evidence of moisture?  Yes  No  Unknown  
 Type of Roof: \_\_\_\_\_ Age \_\_\_\_\_  
 Comments: \_\_\_\_\_  
 Is there any existing fire retardant treated plywood?  Yes  No  Unknown  
 Comments: \_\_\_\_\_

4. Other Structural Systems, including exterior walls and floors:  
 Comments: \_\_\_\_\_  
 Any defects (structural or otherwise)?  Yes  No  Unknown  
 Comments: \_\_\_\_\_

5. Plumbing system: Is the system in operating condition?  Yes  No  Unknown  
 Comments: \_\_\_\_\_

6. Heating Systems: Is heat supplied to all finished rooms?  Yes  No  Unknown  
 Comments: \_\_\_\_\_  
 Is the system in operating condition?  Yes  No  Unknown  
 Comments: \_\_\_\_\_

7. Air Conditioning System: Is cooling supplied to all finished rooms?  Yes  No  Unknown  Does Not Apply  
 Comments: \_\_\_\_\_  
 Is the system in operating condition?  Yes  No  Unknown  Does Not Apply  
 Comments: \_\_\_\_\_

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?  
 Yes  No  Unknown  
 Comments: \_\_\_\_\_  
 Will the smoke detectors provide an alarm in the event of a power outage?  Yes  No  Does Not Apply  
 Comments: \_\_\_\_\_

9. Septic Systems: Is the septic system functioning properly?  Yes  No  Unknown  Does Not Apply  
 When was the system last pumped? Date \_\_\_\_\_  Unknown  
 Comments: \_\_\_\_\_

10. Water Supply: Any problem with water supply?  Yes  No  Unknown  
 Comments: \_\_\_\_\_  
 Home water treatment system:  Yes  No  Unknown  
 Comments: \_\_\_\_\_  
 Fire sprinkler system:  Yes  No  Unknown  Does Not Apply  
 Comments: \_\_\_\_\_  
 Are the systems in operating condition?  Yes  No  Unknown  
 Comments: \_\_\_\_\_

11. Insulation:  
 In exterior walls?  Yes  No  Unknown  
 In ceiling/attic?  Yes  No  Unknown  
 In any other areas?  Yes  No  Unknown  
 Where? \_\_\_\_\_  
 Comments: \_\_\_\_\_

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?  
 Yes  No  Unknown  
 Comments: \_\_\_\_\_  
 Are gutters and downspouts in good repair?  Yes  No  Unknown  
 Comments: \_\_\_\_\_

Seller(s): Rudolph & Beverly Johnson

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

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

Any treatments or repairs?  Yes  No  Unknown  
Any warranties?  Yes  No  Unknown

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

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property?

Yes  No  Unknown

If yes, specify below

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

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?

Yes  No  Unknown

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

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?

Yes  No  Unknown

If yes, specify below

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

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District?

Yes  No  Unknown If yes, specify below

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

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?

Yes  No  Unknown If yes, specify below

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

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?

Yes  No  Unknown

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

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

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

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

Seller(s): Rudolph & Beverly Johnson

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

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

The owner(s) has actual knowledge of the following latent defects LEAK IN BATHROOM, 2 holes in Bedroom wall

Owner Beverly J. Johnson  
Owner \_\_\_\_\_

Date 1-5-08  
Date \_\_\_\_\_

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

Purchaser \_\_\_\_\_  
Purchaser \_\_\_\_\_

Date \_\_\_\_\_  
Date \_\_\_\_\_

Seller(s): Rudolph & Beverly Johnson

Buyer(s): \_\_\_\_\_  
Seller(s): Rudolph & Beverly Johnson  
Property: 1221 Cobb Road Pikesville MD 21208

**LEAD-BASED PAINT HAZARD  
NOTICE AND AGREEMENT**

**LEAD BASED PAINT HAZARDS.** (Title X, Section 10108, the Residential Lead-Based Paint Hazard Reduction Act of 1992) (the Act), required the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A seller of pre-1978 housing is required to disclose to the buyer(s), based upon the seller's actual knowledge, all known lead-based paint hazards in the Property and provide the buyer(s) with any available reports in the seller's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. The seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection. At the time that the offer to purchase is entered into by the buyer(s), the seller is required to provide the buyer(s) with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form.

The seller is required under the Act to provide the buyer(s) with a ten (10) day time period (or other mutually agreeable time period) for the buyer(s), at buyer(s) expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the buyer(s) waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of settlement.

The Act is effective September 6, 1996, for a seller who owns more than four (4) dwelling units, whether single-family or multi-family, and December 6, 1996, for a seller who owns four (4) or fewer dwelling units.

A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.

SELLER REPRESENTS AND WARRANTS TO BUYER, BROKER(S), BROKER(S)' AGENTS AND SUBAGENTS, INTENDING THAT THEY RELY UPON SUCH WARRANTY AND REPRESENTATION, THAT THE PROPERTY(Seller to initial applicable line):

ORRES was constructed prior to January 1, 1978;  
or  
\_\_\_\_\_ was constructed after January 1, 1978;  
or  
\_\_\_\_\_ uncertain as to age of the property

**SELLER ACKNOWLEDGES RECEIPT OF BROCHURE "EPA & HUD REAL ESTATE NOTIFICATION AND DISCLOSURE RULE, QUESTIONS AND ANSWERS.":**

If the Property was constructed prior to January 1, 1978 or if the date of construction is unknown, as indicated by Seller's initial above, Seller and Buyer mutually agree that the requirements of the Act shall apply to the sale of the Property. Seller and Buyer acknowledge that the real estate brokers and salespersons involved in the sale of the Property have no duty to ascertain or verify the date of construction and assume no such duty or responsibility.

Seller and Buyer agree and represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless all of the requirements of the ACT were fully satisfied and complied with prior to the execution of this Contract by Seller and Buyer. Seller and Buyer represent and warrant that each intended, as a material term of the offer and acceptance, that the requirements of the Act be fully complied with as an express condition of the formation of a binding and enforceable contract by and between the parties.

Buyer and Seller acknowledge by their signatures below that they have read and understand the provisions of this agreement.

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Seller Beverly J. Johnson 1-5-08  
Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Seller RJ 1-5-08

Seller(s): Rudolph & Beverly Johnson

Property Address: 1221 Cobb Road Pikesville MD 21208 Year Constructed 1958

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards  
Federal and Maryland State Lead Warning Statement**

A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-base paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A tenant must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a buyer conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

**Seller's/Landlord's Disclosure**

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

(i)      /      Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) BJR 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) BJR 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) BJR 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.

**II. MARYLAND LEAD POISONING PREVENTION PROGRAM:**

Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any residential dwelling constructed prior to 1950 which is leased for residential purposes is required to be registered with the Maryland Department of the Environment (MDE). Any residential dwelling constructed between 1950 and 1978, which is leased for residential purposes, may be registered with the MDE at the election of the owner.

Seller hereby discloses that the property:

- (Seller to initial applicable line) \_\_\_\_\_ is currently registered in the Maryland Program  
 \_\_\_\_\_ is NOT currently registered in the Maryland Program



Seller(s): Rudolph & Beverly Johnson

If the Property was constructed prior to 1950 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer shall be 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 shall be 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 as well as the requirements of qualified offers.

Buyer acknowledges by Buyer's initials below that Buyer has read and understands the provisions of this paragraph:

\_\_\_\_\_ (BUYER)                      \_\_\_\_\_ (BUYER)

2. If the Property is already registered under the Maryland Program as indicated in Paragraph 16.B.1., 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 which 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.

Buyer acknowledges by Buyer's initials below that Buyer has read and understands the provisions of this paragraph.

\_\_\_\_\_ (BUYER)                      \_\_\_\_\_ (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.

Beverly J. Johnson                      1-5-08  
Seller/Landlord                                      Date

B    1-5-08  
Seller/Landlord                                      Date

[Signature]    1/5/08  
Seller's/Landlord's Agent                                      Date

\_\_\_\_\_  
Buyer/Tenant    Date

\_\_\_\_\_  
Buyer/Tenant    Date

\_\_\_\_\_  
Buyer's/Tenant's Agent    Date



10/07



CBRB CN510MD (10/07)

Seller(s): Rudolph & Beverly Johnson

### LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT

Property: 1221 Cobb Road Pikesville MD 21208  
Seller's Name: Rudolph & Beverly Johnson

**Seller Instructions:** Check the box indicating the age of your property and initial here. If you checked either box 1 or 3, continue to complete the *Seller's Disclosure* section below and sign this form at the bottom. If you checked box 2, then this form is complete.

BJ RES  
(Check the answer, then initial here.)

- 1. was constructed prior to January 1, 1978 or
- 2. was constructed after January 1, 1978, or
- 3. uncertain as to when constructed.

**Lead Warning Statement** - Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in very young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the sellers' possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure** - Each seller is required to complete these two sections (a and b) by selecting an answer and then by initialing in each of these two sections (if more than one owner, all owners must select and initial):

(a) Presence of lead-based and/or lead-based paint hazards (CHECK ONE BOX BELOW AND INITIAL).

(a) BJ RES  
(Select answer, then initial here.)

- Known lead-based paint and/or lead-based hazards are present in the housing (explain) \_\_\_\_\_
- Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (CHECK ONE BOX BELOW AND INITIAL):

(b) BJ RES  
(Select answer, then initial here.)

- Seller has provided the purchaser with all available records pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below) \_\_\_\_\_
- Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgement** All Purchaser(s) MUST INITIAL c and d then MAKE THEIR SELECTION in e and INITIAL

(c) \_\_\_\_\_ Purchaser(s) has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser(s) has received the pamphlet *Protect Your Family From Lead in Your Home*.

(e) \_\_\_\_\_  
(Select answer, then initial here.)

- Purchaser has 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
- Purchaser has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Seller(s): Rudolph & Beverly Johnson

**Listing Agent's Acknowledgement**

(f) \_\_\_\_\_ The Listing Agent has informed the seller of the seller's obligations under 42 U.S.C. 4652(d) and is aware of his/her responsibility to ensure compliance.

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**Certification of Accuracy**

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

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

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

\_\_\_\_\_  
Selling Agent Date

*Beverly Johnson*  
\_\_\_\_\_  
Seller Date 1-5-08

*Rudolph Johnson*  
\_\_\_\_\_  
Seller Date 1/5/08

*[Signature]*  
\_\_\_\_\_  
Listing Agent Date 1/5/08

CBRB CN510 (08/12/03)