



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 dated _____
between Buyer _____ AND _____
and Seller Stephen E. Tyler AND Pamela J. Tyler
for Property known as 4769 Iceland Gull Court Waldorf MD 20603

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

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

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

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

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

OR

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

Buyer J

Seller

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.

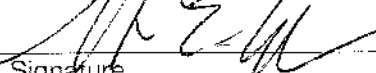
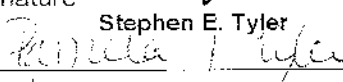
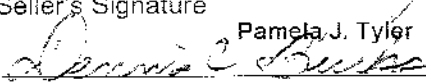
Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (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	 _____ Seller's Signature	<u>20 Aug 2008</u> Date
_____ Buyer's Signature	_____ Date	 _____ Seller's Signature	<u>20 Aug 2008</u> Date
_____ Agent's Signature	_____ Date	 _____ Agent's Signature	<u>23-22-08</u> Date

Dennis Burks and Jeff Suttan

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 4769 Iceland Gull Court Waldorf MD 20603

Legal Description: IMPLOT 79 PARCEL C WESTLAK VLG - LANCASTER ST CHARLES SUB

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...

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...
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.

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? 22 YEARS

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

Water Supply [X] Public [] Well [] Other
Sewage Disposal [X] Public [] Septic System approved for (# bedrooms)
Garbage Disposal [X] Yes [] No
Dishwasher [X] Yes [] No
Heating [] Oil [] Natural Gas [X] Electric [X] Heat Pump Age 2 YEARS [] Other
Air Conditioning [] Oil [] Natural Gas [X] Electric [] Heat Pump Age [] Other
Hot Water [] Oil [] Natural Gas [X] Electric Capacity 50 gals Age 2 YEARS [] Other

(5 yr warranty)

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: ASPHALT SHINGLES Age: 2 YEARS

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 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: 2 YEARS OLD, GUTTER COVERS

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: AMERIPEST ANNUAL WARRANTY

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: _____

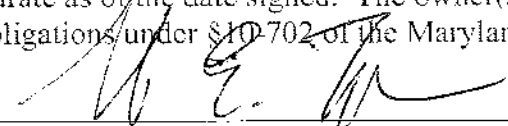
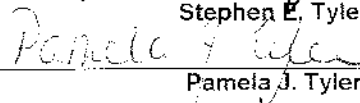
17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District?
 Yes No Unknown If yes, specify below
 Comments: _____

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: LITCHFIELD NEIGHBORHOOD ASSOCIATION

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 27 Aug 2008
 Stephen E. Tyler
 Owner  Date 27 Aug 2008
 Pamela J. Tyler

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 _____



**REAL ESTATE TRANSFER DISCLOSURE STATEMENT
CHARLES COUNTY RIGHT TO FARM ORDINANCE**

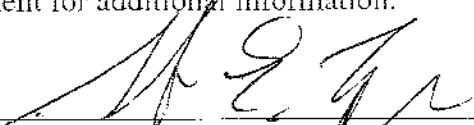
This disclosure statement concerns the real property located in the County of Charles, State of Maryland, described as 4769 Iceland Gull Court Waldorf MD 20603.

This statement is a disclosure of the existence of the Charles County Right To Farm Ordinance in compliance with Charles County Ordinance No. 00-60 (The Charles County Right To Farm Ordinance).

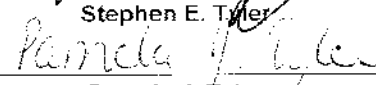
SELLER'S INFORMATION

The following are representations made by the seller and are not the representations of the agent(s), if any. This information is a disclosure and is not intended to be part of any contract between the buyer and seller.

Charles County allows agricultural and forestry operations (as defined in the Charles County Right To Farm Ordinance) within the county. You may be subject to inconveniences or discomforts arising from such operations, including but not limited to noise, odors, fumes, dust, flies and other insects, the operation of machinery of any kind (including aircraft) during any 24-hour period, vibration, the storage and disposal of manure and the application by spraying or other means of dispersing chemical fertilizers and other soil amendments and pesticides, including but not limited to herbicides. Charles County has determined that inconveniences or discomforts associated with such agricultural and forestry operations shall not be considered to be an interference with reasonable use and enjoyment of land, if such operations are conducted in accordance with generally accepted agricultural or forestry management practices. Charles County has established a Reconciliation Committee to assist in the resolution of disputes which might arise between persons in this county regarding whether agricultural or forestry operations conducted on agricultural lands are causing an interference with the reasonable use and enjoyment of the land or personal well-being and whether those operations are being conducted in accordance with generally accepted agricultural or forestry practice. If you have any questions concerning this policy or the Reconciliation Committee, please contact the Charles County Department of Planning and Growth Management for additional information.

Seller 
Stephen E. Tyler

Date 27 Aug 2008

Seller 
Pamela J. Tyler

Date 27 Aug 2008

We acknowledge receipt of a copy of this statement:

Buyer _____

Date _____

Buyer _____

Date _____

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