

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

ADDENDU	M #	dated	July 20	. 2013	to the Contract of Sa	ile dated	
					_ 10 1110 00111111101 01 00		
					. Frizzell		for Property
known as _			4957 Ba	rclay Ter	. Frizzell race, Frederick,	MD 21703	
occupancy had the Tax-Prope real property to real property be transfer by a	is been is: erty Article under Sul by foreclo fiduciary	sued within one year p e, except land installm osection 13-207(a)(12) sure or deed in lieu of in the course of the a	rior to the date ents contracts of the Tax-P foreclosure; (dministration	e of the Contracts of sale under roperty Article; 4) a sheriff's sate of a decedent's	ct; (2) a transfer that is exem Subsection 13-207(a)(11) of (3) a sale by a lender or an le, tax sale, or sale by forect s estate, quardianship, cons	s never been occupied, or fo apt from the transfer tax under of the Tax-Property Article an affiliate or subsidiary of a le closure, partition or by court a servatorship, or trust; (6) a transled; olished; or (7) a sale of unimp	Subsection 13-207 of d options to purchase nder that acquired the ppointed trustee; (5) a ansfer of single family
seller of a	single fa	amily residential p	roperty ("th	ne property")	nnotated Code of Mar deliver to each buyer al Estate Commission,	yland ("Section 10-702 , on or before entering EITHER:	") requires that a into a contract of
(A) A	A writte which th	n property conditi e seller has actual	on disclosi knowledge	ure statemer e in relation t	nt listing all defects in the following:	ncluding latent defects,	or information of
(((((Latent	(ii) (iii) (iii) (iii) (iv) (iv) (iv) (i	sprinkler systems; nsulation; Structural systems, Plumbing, electrica infestation of wood and use matters; Hazardous or regularity other material Whether the smoke in the property relativer operation, we sunder Section 10 hours buyer would not a buyer would not a sunder section 10 hours in the property relativer operation, we sunder Section 10 hours would not a sunder section 10 hours would not a sunder section 10 hour	including to the including the i	the roof, wall and air cond insects; erials, included luding laten will provide combustion carbon mon s material de the expected	s, floors, foundation ar itioning systems; ling asbestos, lead-bat defects, of which the an alarm in the event on of a fossil fuel for oxide alarm is installed afects in real property of to ascertain or observed.	ased paint, radon, und seller has actual knowle of a power Outage; and heat, ventilation, hot	erground storage edge; water, or clothes al property that:
				(OR		
(B) A	4 writter	n disclaimer staten	ent provid	ing that:			
(i) E	Except for latent de	efects of wh	nich the selle	er has actual knowledg	e, the seller makes no i	representations or
(ii) T	he buyer will be exist, except as oth	receiving the erwise pro	he real prop vided in the	erty "as is," with all decontract of sale of the	ments on the real prope efects, including latent property.	defects, that may
R Buyer	JAF	_ /				Seller	./
IENLI UK~				Page 1	of 2 10/07		OPPORTUNITY

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 Justin A. Frizzell	8-21-13 Date
Buyer's Signature	Date	Seller's Signature	Date
Agent's Signature	Date	Agent's Signature Doug Chapin	8/21/13 Date

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INCLUSIONS/EXCLUSIONS AND UTILITIES ADDENDUM TO EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT

For the sole purpose of assisting the agent in preparing an offer and is not to be part of the Contract of Sale

ADDENDUM #	datedJuly	y 20, 2013	to Exclusive Right to	Sell Brokerage Agreement
			Justin A.	Frizzell
and Broker for Property known as _	Chapin & Ass	Associates Doug Chapin 4957 Barclay Terrace Frederick, MD 21703		
INCLUSIONS/EXCLUS property unless otherwi		nds for these it	ems marked below to be	included in the sale of the
INCLUDED	INCLUDED		INCLUDED	INCLUDED
☐ Alarm System ☐ Built-in Microwave ☐ Ceiling Fan(s) # ☐ Central Vacuum ☐ Clothes Dryer ☐ Clothes Washer ☐ Cooktop ☐ Dishwasher ☐ Drapery/Curtain Rods ☐ Draperies/Curtains ☐ Electronic Air Filter	☐ Furnace Hur☐ Garage Ope w/remote(☐ Garbage Dis☐ Hot Tub, Eq☐ Intercom☐ Playground	midifier ener(s) # s) # sposer uip. & Cover	☑ Storage Shed(s) #☐ Storm Doors☐ Storm Windows☑ Stove or Range	☐ Window A/C Unit(s) #
EXCLUSIONS (Specify) :			
UTILITIES: WATER, S	EWAGE, HEATING	G AND CENTRA	AL AIR CONDITIONING: (C	Check all that apply)
Water Supply: Sewage Disposal: Heating: Hot Water: Oil Air Conditioning: Ga	blic ☐ Septic ☒ Gas ☒ Gas		toatPump	
Owner Justin A. Frizzel		<i>8- z≀-≀ ʒ</i> Date	Owner	Date

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10/05





FREDERICK COUNTY GENERAL DISCLOSURES & RIGHT TO FARM ORDINANCE

This disclosure statement concerns the real property located in the County of Frederick, State of Maryland, described as4957 Barclay Terrace, Frederick, MD 21703				
MASTER PLANS AND ZONING ORDINANCES. Buyers have the right to review any applicable master plans, zoning ordinances, or other maps and information relating to planned land uses, roads, highways and the location of parks and other public facilities affecting the property. In addition, the Buyer should check historic district guidelines and disclosures, if applicable. This information may be found at most local, county or state offices such as Parks and Recreations, Planning and Zoning, etc.				
COMMUNITY DEVELOPMENT AUTHORITY DISTRICTS. In Frederick County, the vendor of a property that is subject to a tax or fee of a Special Taxing District as authorized in Article 23A, § 44A(b) of the Code or by a Community Development Authority as authorized in § 2-7-125(b) of the Public Local Laws of Frederick County may not enforce a contract for the sale of the property unless, within 20 calendar days after entering into the contract, the Purchaser of the property is provided the following information in writing:				
This sale is subject to a tax or fee of a Special Taxing District or Community Development Authority. State law requires that the Seller disclose to you at or before the time the contract is entered into, or within 20 calendar days after entering into the contract, certain information concerning the property you are purchasing. The content of the information to be disclosed is set forth in § 10-704 of the Real Property Article of the Maryland Annotated Code and includes the amount of the current annual tax or fee of the Special Taxing District or Community Development Authority, and a statement of whether any tax or fee of the Special Taxing District or Community Development Authority against the property is delinquent.				
The amount of the current annual tax or fee of the Special Taxing District or Community Development Authority on the property is \$				
The number of years remaining for the tax or fee of the Special Taxing District or Community Development Authority on the property is				
Whether any tax or fee of the Special Taxing District or Community Development Authority against the property is delinquent: Tax or fee is delinquent is not delinquent.				
There are currently four Special Taxing Districts or Community Development Authorities in Frederick County: Aspen North CDA, Lake Linganore CDA, Urbana CDA, and Brunswick Crossing Special Taxing District. This list is subject to change, however. For the most accurate and up-to-date information regarding Special Taxing Districts or Community Development Authorities in Frederick County, please contact MuniCap, Inc. at (443) 539-4101.				
Buyer/				
Undated September 2012				



Updated September 2012
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Real Estate Transfer Disclosure Statement

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN THE COUNTY OF FREDERICK, STATE OF MARYLAND, DESCRIBED AS 4957 Barclay Terrace, Frederick, MD 21703

THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE FREDERICK COUNTY RIGHT TO FARM ORDINANCE IN COMPLIANCE WITH FREDERICK COUNTY ORDINANCE NO. $\underline{96-23-175}$ (THE FREDERICK 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.

FREDERICK COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Frederick 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, the operation of machinery of any kind during any 24-hour period (including aircraft), vibration, the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides. Frederick County has determined that inconveniences or discomforts associated with such agricultural 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 management practices. Frederick County has established a reconciliation committee to assist in the resolution of disputes which might arise between persons in this County regarding whether agricultural operations conducted on agricultural lands are causing an interference with the reasonable use and enjoyment of land or personal well being and whether those operations are being conducted in accordance with generally accepted agricultural practices. If you have any question concerning this policy or the reconciliation committee, please contact the Frederick County Planning Department for additional information.

Seller Justin A. Ffizzell	Date 8-21-13
Seller	Date
I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STAT	EMENT:
Buyer	Date
Buyer	Date

IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.







MARYLAND HOMEOWNERS ASSOCIATION ACT NOTICE TO BUYER

For resale of a lot within a development of ANY size
OR for the initial sale of a lot within a development containing 12 or fewer lots,
to a person who intends to occupy or rent the lot for residential purposes.

ADDENDUM NUMBER ,	TO CONTRACT OF SALE DATED	
BUYER(S):		
SELLER(S):	Justin A. Frizzell	
PROPERTY:	4957 Barclay Terrace, Frederick, MD 21703	

The following notice applies to members of the public who intend to occupy or rent a lot for residential purposes. Under the Maryland Homeowners Association Act ("Act"), "lot" means any plot or parcel of land on which a dwelling is located or will be located within a development.

This sale is subject to the requirements of the Maryland Homeowners Association Act ("the Act"). The Act requires that the seller disclose to you, at or before the time the contract is entered into, or within 20 calendar days of entering into the contract, certain information concerning the development in which the lot you are purchasing is located. The content of the information to be disclosed is set forth in Section 11B-106(b) of the Act ("the MHAA information") as follows:

- (1). A statement as to whether the lot is located within a development;
- (2). Fees:
 - (i). The current monthly fees or assessments imposed by the homeowners association upon the lot;
 - (ii). The total amount of fees, assessments, and other charges imposed by the homeowners association upon the lot during the prior fiscal year of the homeowners association; and
 - (iii). A statement of whether any of the fees, assessments, or other charges against the lot are delinquent;
- (3). The name, address, and telephone number of the management agent of the homeowners association, or other officer or agent authorized by the homeowners association to provide to members of the public, information regarding the homeowners association and the development, or a statement that no agent or officer is presently so authorized by the homeowners association;
- (4). A statement as to whether the owner has actual knowledge of:
 - (i). The existence of any unsatisfied judgments or pending lawsuits against the homeowners association; and
 - (ii). Any pending claims, covenant violations actions, or notices of default against the lot; and
- (5). A copy of:
 - (i). The articles of incorporation, the declaration, and all recorded covenants and restrictions of the primary development, and of other related developments to the extent reasonably available, to which the buyer shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner's tenants, if applicable; and



Buyer _____ / _____

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Seller TAF /



(ii). The bylaws and rules of the primary development, and of other related developments to the extent reasonably available, to which the buyer shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner and the owner's tenants, if applicable.

If you have not received all of the MHAA information 5 calendar days or more before entering into the contract, you have 5 calendar days to cancel the Contract after receiving all of the MHAA information. You must cancel the contract in writing, but you do not have to state a reason. The seller must also provide you with notice of any changes in mandatory fees exceeding 10 percent of the amount previously stated to exist and copies of any other substantial and material amendment to the information provided to you. You have 3 calendar days to cancel this contract after receiving notice of any changes in mandatory fees, or copies of any other substantial and material amendments to the MHAA information which adversely affect you.

If you do cancel the contract, you will be entitled to a refund of any deposit you made on account of the contract. However, unless you return the MHAA information to the seller when you cancel the contract, the seller may keep out of your deposit the cost of reproducing the MHAA information, or \$100, whichever amount is less. If the deposit is held in trust by a licensed real estate broker, the return of the deposit to you shall comply with the procedures set forth in Section 17-505 of the Business Occupations and Professions Article of the Maryland Code.

By purchasing a lot within this development, you will automatically be subject to various rights, responsibilities, and obligations, including the obligation to pay certain assessments to the homeowners association within the development. The lot you are purchasing may have restrictions on:

- A. Architectural Changes, Design, Color, Landscaping, Or Appearance;
- B. Occupancy Density;
- C. Kind, Number, Or Use Of Vehicles:
- D. Renting, Leasing, Mortgaging Or Conveying Property;
- E. Commercial Activity; Or
- F. Other Matters.

You should review the MHAA information carefully to ascertain your rights, responsibilities, and obligations within the development.

		anta. Zgal	8.21-13
Buyer	Date	Søler Justin A. Frizzell	Date
Buyer	Date	Seller	Date

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Authorization and Agreement to Negotiate Contract/Lease And Conduct Transaction Electronically

The Contract of Sale/Lease dated ______, Address _____4957 Barclay Terrace



CityFrederick	, State _	<u>MD</u>	_ Zip	21703
Between Seller/Landlord Justin A.	Frizzell			
And Buyer/Tenant				io.
hereby amended by the incorporation contrary in the Contract or Lease.	of this Addendum, v	which sh	all super	sede any provisions to the
In accordance with the Uniform Electronic Global and National Commerce Act, or regarding Electronic Signatures and Tand agree to the use of electronic significating this Contract/Lease.	"E-Sign" ("The Act"), ransactions, the un	and othe	er applica ed do he	able state or local legislation ereby expressly authorize
In the event a third party to the transa Hazard Insurance Company, etc.) required the parties mutually agree to re-explandwritten signatures in a timely manner the use of E-Sigs with third parties in accordance.	ires that the Agreeme ecute the document ner. The Buyer and S	ent be ex ts comp	ecuted w rising the	ith handwritten signature(s), e Contract or Lease with
In order to assure the authenticity of the provide for auditable proof of the sign either party may sign electronically by u	ature(s) to assure no	on-repud	iation, the	e parties hereby agree that
Seller's Signature/Date Justin A. Frizzell	-13		Buyer's	Signature/Date
Seller's Signature/Date			Buyer's \$	Signature/Date



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Understanding Whom Real Estate Agents Represent

At the Time of the First Scheduled Face to Face Contact with You, the Real Estate Licensee Who is Assisting You is Required by Law to Provide this Notice to You. This Notice is Not a Contract or Agreement and Creates No Obligation on Your Part.

Before you decide to sell or buy or rent a home you need to consider the following information

In this form "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease"

Agents Who Represent the Seller

Seller's Agent: A seller's agent works for the real estate company that lists and markets the property for the sellers and exclusively represents the sellers. That means that the Seller's agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the sellers.

Cooperating Agent: A cooperating agent works for a real estate company different from the company for which the seller's agent works. The cooperating agent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the sellers.

If you are viewing a property listed by the company with whom the agent accompanying you is affiliated, and you have not signed a "Consent for Dual Agency" form, that agent is representing the seller.

Agents Who Represent the Buyer

Presumed Buyer's Agent (no written agreement): When a person goes to a real estate agent for assistance in finding a home to purchase, the agent is presumed to be representing the buyer and can show the buyer properties that are *NOT* listed by the agent's real estate company. A presumed buyer's agent may *not* make or prepare an offer or negotiate a sale for the buyer. The buyer does *not* have an obligation to pay anything to the presumed agent.

If for any reason the buyer does not want the agent to represent him or her as a presumed agent, either *initially* or at any time, the buyer can decline or terminate a presumed agency relationship simply by saying so.

Buyer's Agent (by written agreement): A buyer may enter into a written contract with a real estate agent which provides that the agent will represent the buyer in locating a property to buy. The agent is then known as the buyer's agent. That agent assists the buyer in evaluating properties and preparing offers, and negotiates in the best interests of the buyer. The agent's fee is paid according to the written agreement between the agent and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement before a contract offer can be prepared.

Dual Agents

The possibility of dual agency arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate broker or the broker's designee, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

If both seller and buyer agree to dual agency by signing a Consent For Dual Agency form, then the "dual agent" (the broker or the broker's designee) will assign one agent to represent the seller (the seller's "intra-company agent") and another agent to represent the buyer (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as exclusive seller's or buyer's agents, including advising their clients as to price and negotiation strategy, provided the clients have both consented to be represented by dual agency.

If either party does not agree to dual agency, the real estate company must withdraw the agency agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate company. If the buyer's agreement is terminated, the buyer may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a cooperating agent from another company.

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling or buying property:

- >Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.
- >Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.
- >All agreements with real estate brokers and agents should be in writing and should explain the duties and obligations of both the broker and the agent. The agreement should explain how the broker and agent will be paid and any fee-sharing agreements with other brokers and agents.
- >You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate agent is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate agent may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6206.

We, the ⊠ Sellers/Landlord ☐ Buyers/Tenant	s acknowledge receip	t of a copy of this disclosure and	
that <u>Chapin & Assoc</u>	iates	(firm name)	
and Doug Chapi	.n	(salesperson) are working as:	
(You may check more than one box but	not more than two)		
	·	ONSENT FOR DUAL AGENCY FORM HAS BEE	N SIGNED)
Signature	Date	Signature	Date
Justin A. Frizzell			
* * * * * * *	* * * * * * *	* * * * * * * * * * * * * *	
I certify that on this date I made the required age to acknowledge receipt of a copy of this disclos	•	e individuals identified below and they were una	ble or unwilling
Name of Individual to whom disclosure made		Name of Individual to whom disclosure made	e
Agent's Signature		(Date)	

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