



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 Seller Gwen F. Trice for Property known as 3285 Brockton Drive, Jefferson, MD 21755.

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 _____ / _____

Seller gt _____ 

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.


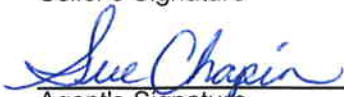
Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (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.

_____	_____		<u>3/4/13</u>
Buyer's Signature	Date	Seller's Signature Gwen F. Trice	Date
_____	_____	_____	_____
Buyer's Signature	Date	Seller's Signature	Date
_____	_____		<u>3/4/13</u>
Agent's Signature	Date	Agent's Signature Sue Chapin	Date

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 3285 Brockton Drive, Jefferson, MD 21755

Legal Description:

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

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 Gwen F. Trice Date 3/4/13
Gwen F. Trice

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 _____

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: _____

[Handwritten signature]

Owner Gwen M. Trice Date _____

Owner _____ 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 _____ Date _____

Purchaser _____ Date _____



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 # _____ dated _____ to Exclusive Right to Sell Brokerage Agreement dated January 18, 2013, between Owner(s) Gwen F. Trice and Broker Chapin & Associates Sue Chapin 3285 Brockton Drive Jefferson, MD 21755 for Property known as _____

INCLUSIONS/EXCLUSIONS: Owner intends for these items marked below to be included in the sale of the property unless otherwise negotiated:

INCLUDED

- Alarm System
- Built-in Microwave
- Ceiling Fan(s) # 5
- Central Vacuum
- Clothes Dryer
- Clothes Washer
- Cooktop
- Dishwasher
- Drapery/Curtain Rods
- Draperies/Curtains
- Electronic Air Filter

INCLUDED

- Exhaust Fan(s) # 1
- Exist. W/W Carpet
- Fireplace Screen/Doors
- Freezer
- Furnace Humidifier
- Garage Opener(s) # 2 w/remote(s) # 2
- Garbage Disposer
- Hot Tub, Equip. & Cover
- Intercom
- Playground Equipment

INCLUDED

- Pool, Equip. & Cover
- Refrigerator(s) # 1 w/ice maker
- Satellite Dish
- Screens
- Shades/Blinds
- Storage Shed(s) # _____
- Storm Doors
- Storm Windows
- Stove or Range
- T.V. Antenna

INCLUDED

- Trash Compactor
- Wall Oven(s) # _____
- Water Filter
- Water Softener
- Window A/C Unit(s) # _____
- Window Fan(s) # _____
- Wood Stove

ADDITIONAL INCLUSIONS (Specify): _____

EXCLUSIONS (Specify): _____

UTILITIES: WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING: (Check all that apply)

- Water Supply: Public Well
 Sewage Disposal: Public Septic
 Heating: Oil Gas Elec. Heat Pump Other _____
 Hot Water: Oil Gas Elec. Other _____
 Air Conditioning: Gas Elec. Other _____

Gwen F. Trice 3/4/13
 Owner Date Owner Date
 Gwen F. Trice

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**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): Gwen K. Trice

PROPERTY: 3285 Brockton Drive, Jefferson, MD 21755

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 _____ / _____

Seller Gwen K. Trice / _____



Maryland Homeowners Association Act Notice To Buyer

(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.

_____	_____	<i>Gwen F. Trice</i>	<i>3/4/13</i>
Buyer	Date	Seller	Date
		Gwen F. Trice	
_____	_____	_____	_____
Buyer	Date	Seller	Date