



STATE OF MARYLAND  
REAL ESTATE COMMISSION

## 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 seller's.

**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/Tenants acknowledge receipt of a copy of this disclosure and that Weichert, Realtors (firm name) and Kathryn Jump/Audrey Primozić (salesperson) are working as:

(You may check more than one box but not more than two)

- seller/landlord's agent
- co-operating agent (representing seller/landlord)
- buyer's/tenant's agent
- intra-company agent/dual agent (CHECK BOX ONLY IF CONSENT FOR DUAL AGENCY FORM HAS BEEN SIGNED)

Signature

5/14/11

Date

Signature

Date

\*\*\*\*\*

I certify that on this date I made the required agency disclosure to the individuals identified below and they were **unable or unwilling** to acknowledge receipt of a copy of this disclosure statement

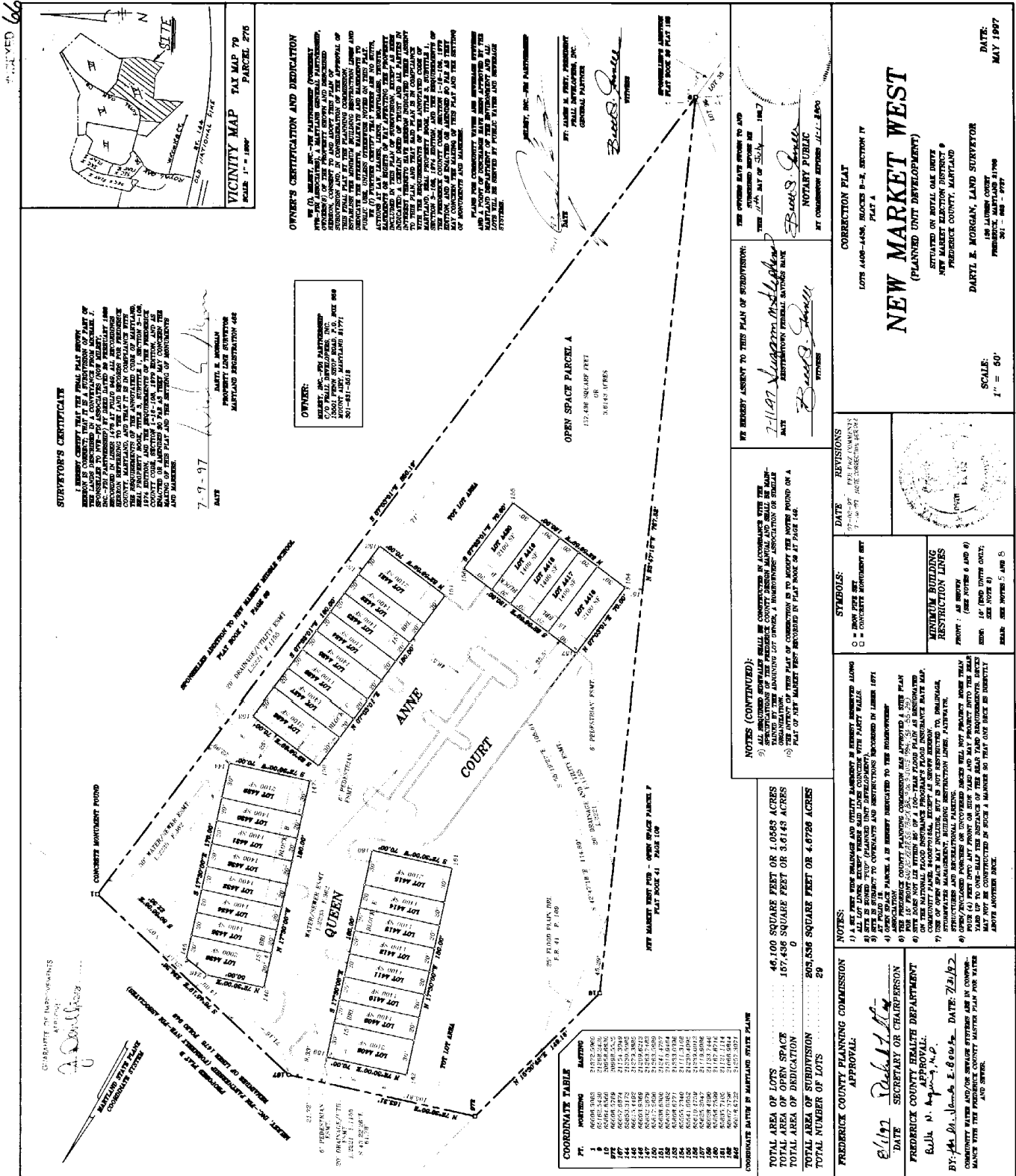
\_\_\_\_\_  
Name of Individual to whom disclosure made

\_\_\_\_\_  
Name of Individual to whom disclosure made

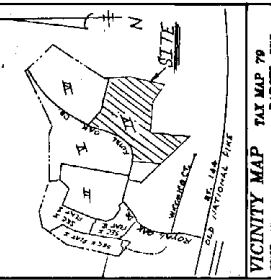
\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
(Date)

# 5626 Queen Anne Ct: Block E, Lot A413



RECEIVED 66



**SURVEYOR'S CERTIFICATE**  
 I, DANIEL E. MORGAN, LAND SURVEYOR, LICENSE NO. 12345, HAVE SURVEYED THE ABOVE DESCRIBED PARCELS AND HAVE FOUND THAT THE SAME ARE CORRECTLY DESCRIBED AND THE LINES AND AREAS THEREOF ARE CORRECTLY SHOWN. I HAVE ALSO FOUND THAT THE SAME ARE NOT SUBJECT TO ANY EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS OF WHICH I HAVE KNOWLEDGE. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL AT FREDERICK, MARYLAND, THIS 15TH DAY OF MAY, 1997.

DATE: 7-9-97  
 DANIEL E. MORGAN  
 LAND SURVEYOR  
 MOUNTAIN RESTORATION 488

**OWNER:**  
 MOUNTAIN RESTORATION  
 15001 FARM ST  
 SUITE 100  
 FREDERICK, MD 21704  
 301-461-1518

**OWNER'S CERTIFICATION AND DEDICATION**  
 WE, THE UNDERSIGNED, HEREBY CERTIFY THAT THE ABOVE DESCRIBED PARCELS ARE CORRECTLY DESCRIBED AND THE LINES AND AREAS THEREOF ARE CORRECTLY SHOWN. WE HAVE ALSO FOUND THAT THE SAME ARE NOT SUBJECT TO ANY EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS OF WHICH WE HAVE KNOWLEDGE. IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS AT FREDERICK, MARYLAND, THIS 15TH DAY OF MAY, 1997.

**NOTARY PUBLIC**  
 I, DANIEL E. MORGAN, LAND SURVEYOR, LICENSE NO. 12345, HAVE SURVEYED THE ABOVE DESCRIBED PARCELS AND HAVE FOUND THAT THE SAME ARE CORRECTLY DESCRIBED AND THE LINES AND AREAS THEREOF ARE CORRECTLY SHOWN. I HAVE ALSO FOUND THAT THE SAME ARE NOT SUBJECT TO ANY EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS OF WHICH I HAVE KNOWLEDGE. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL AT FREDERICK, MARYLAND, THIS 15TH DAY OF MAY, 1997.

**WE HEREBY ASSENT TO THIS PLAN OF SUBDIVISION:**  
 7-11-97 *Signature*  
 MOUNTAIN RESTORATION

**NOTARY PUBLIC**  
 I, DANIEL E. MORGAN, LAND SURVEYOR, LICENSE NO. 12345, HAVE SURVEYED THE ABOVE DESCRIBED PARCELS AND HAVE FOUND THAT THE SAME ARE CORRECTLY DESCRIBED AND THE LINES AND AREAS THEREOF ARE CORRECTLY SHOWN. I HAVE ALSO FOUND THAT THE SAME ARE NOT SUBJECT TO ANY EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS OF WHICH I HAVE KNOWLEDGE. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL AT FREDERICK, MARYLAND, THIS 15TH DAY OF MAY, 1997.

**NOTES (CONTINUED):**  
 5) ALL REQUIRED UTILITIES SHALL BE CONVEYED TO ADJACENT LOTS BY THE PLANNING COMMISSION AND SHALL BE MAINTAINED BY THE ADJACENT LOT OWNER. A HOMEOWNERS' ASSOCIATION OR SIMILAR ENTITY SHALL BE FORMED TO MAINTAIN AND OPERATE THE UTILITIES.  
 6) THE INTEREST OF THIS PLAT OF CONVEYANCE IS TO MOUNTAIN RESTORATION ON A PLAT OF NEW MARKET WEST RECORDED IN PLAT BOOK 48 AT PAGE 148.

**NOTES:**  
 1) ALL LOTS SHALL BE CONVEYED TO THE BUYER BY DEED.  
 2) ALL LOTS SHALL BE CONVEYED TO THE BUYER BY DEED.  
 3) ALL LOTS SHALL BE CONVEYED TO THE BUYER BY DEED.  
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 9) ALL LOTS SHALL BE CONVEYED TO THE BUYER BY DEED.  
 10) ALL LOTS SHALL BE CONVEYED TO THE BUYER BY DEED.

**COORDINATE TABLE**

PT.	NORTHING	EASTING
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2	8670.00	1000.00
3	8670.00	1000.00
4	8670.00	1000.00
5	8670.00	1000.00
6	8670.00	1000.00
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99	8670.00	1000.00
100	8670.00	1000.00

**NEW MARKET WEST**  
 (PLANNED UNIT DEVELOPMENT)  
 SITUATED ON RYAN CREEK DRIVE  
 NEW MARKET ELECTION DISTRICT #9  
 FREDERICK COUNTY, MARYLAND

DATE: MAY 1997

**DATE REVISIONS**  
 7-11-97 SEE PAGE 148  
 7-11-97 SEE CORRECTIVE SHEET

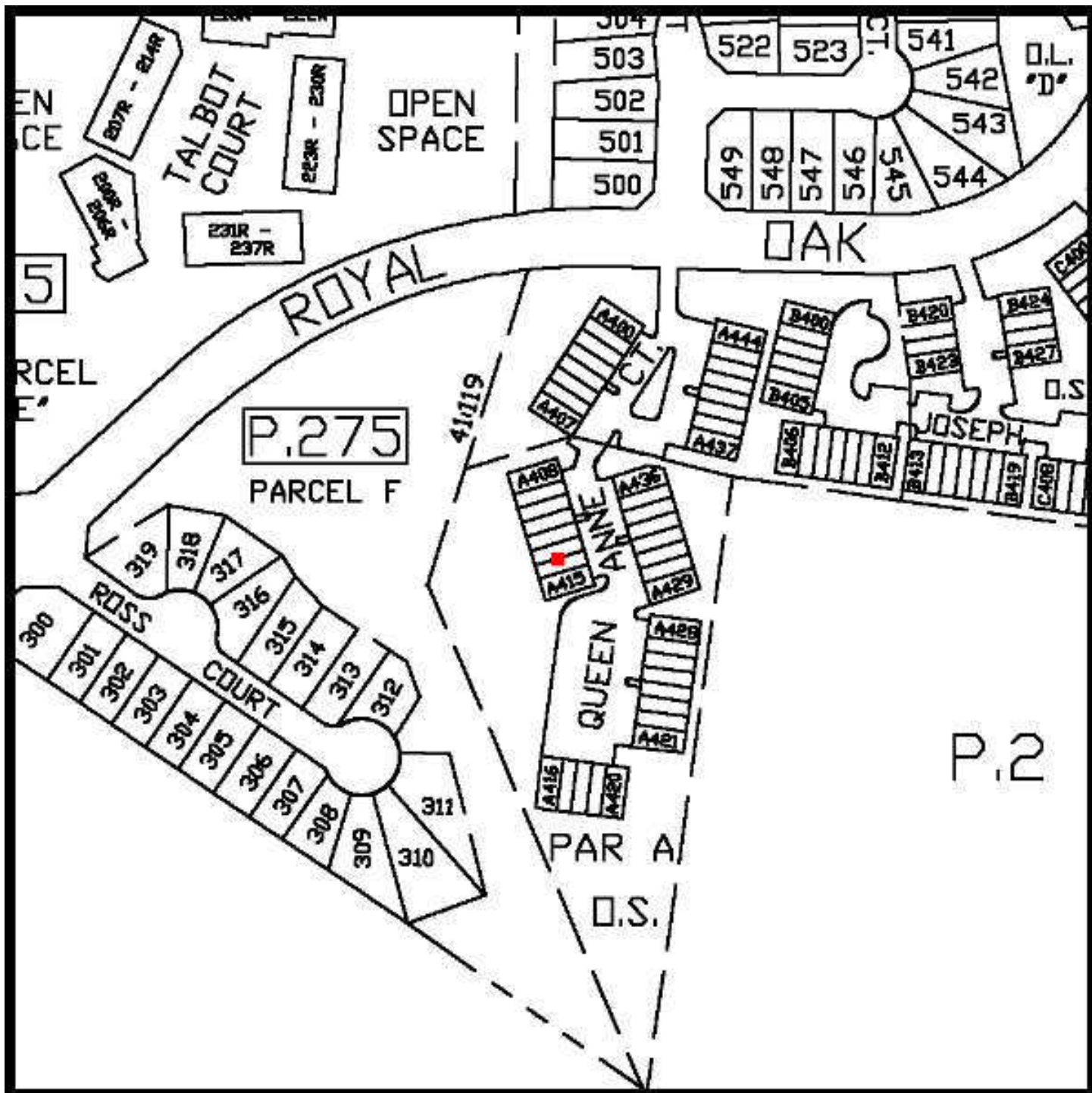
**SYMBOLS:**  
 O = CONVEYANCE DOCUMENT SET  
 □ = CONVEYANCE DOCUMENT SET

**MINIMUM BUILDING RESTRICTION LINES**  
 FRONT: (SEE NOTES 6 AND 9)  
 SIDE: (SEE NOTES 6 AND 9)  
 REAR: (SEE NOTES 6 AND 9)

**NOTES:**  
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 9) ALL LOTS SHALL BE CONVEYED TO THE BUYER BY DEED.  
 10) ALL LOTS SHALL BE CONVEYED TO THE BUYER BY DEED.

**FREDERICK COUNTY PLANNING COMMISSION APPROVAL**  
 DATE: 8/1/97  
 SECRETARY OR CHAIRPERSON: *Signature*  
 FREDERICK COUNTY HEALTH DEPARTMENT APPROVAL:  
 DATE: 7/21/97  
 BY: *Signature*  
 COMMUNITY WATER AND/OR SEWER SYSTEMS USE IN CONFORMANCE WITH THE FREDERICK COUNTY MASTER PLAN FOR WATER AND SEWER.

5626 Queen Anne Ct: Block E, Lot A413





MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 5626 Queen Anne Ct, New Market, MD 21774

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? 4 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, [X] Natural Gas, [ ] Electric, [ ] Heat Pump Age, [ ] Other
Air Conditioning: [ ] Oil, [ ] Natural Gas, [X] Electric, [ ] Heat Pump Age, [ ] Other
Hot Water: [ ] Oil, [ ] Natural Gas, [X] Electric Capacity Age, [ ] Other

This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only. Previous editions of this Form should be destroyed.

**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 1998  
 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? Basement  
 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: NEW MARKET WEST HOA \_\_\_\_\_

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 *Axel Argueta* Date 5/14/12  
**Axel Argueta**

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner Aexel Argueta 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 \_\_\_\_\_



**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 Aexel Argueta, for Property known as 5626 Queen Anne Ct, New Market, MD 21774

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 AEA / \_\_\_\_\_



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.

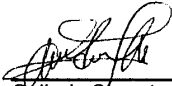
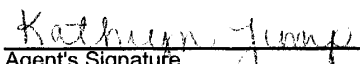
Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (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.

_____	_____		5/14/11
Buyer's Signature	Date	Seller's Signature	Date
		<b>Aexel Argueta</b>	
_____	_____	_____	_____
Buyer's Signature	Date	Seller's Signature	Date
_____	_____		5/14/11
Agent's Signature	Date	Agent's Signature	Date
		<b>Kathryn Jump/Audrey Primozic</b>	

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

Property Address: 5626 Queen Anne Ct, New Market, MD 21774

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

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

Seller's/Landlord's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):
(i) \_\_\_\_\_ / \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
(ii) \_\_\_\_\_ / \_\_\_\_\_ Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
(b) Records and reports available to the seller (initial (i) or (ii) below):
(i) \_\_\_\_\_ / \_\_\_\_\_ Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
(ii) AEA / \_\_\_\_\_ 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) KJ Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

Seller/Landlord: Aexel Argueta, Date: 5/14/11, Buyer/Tenant, Date

Seller/Landlord, Date, Buyer/Tenant, Date

Seller's/Landlord's Agent: Kathryn Jump/Audrey Primozic, Date: 5/14/11, Buyer's/Tenant's Agent, Date





**Home Owners Association Resale Addendum for Maryland**  
*(Required for the resale of all properties with a mandatory Home Owners Association)*

The contract of sale dated \_\_\_\_\_ Address 5626 Queen Anne Ct.  
 City New Market, Maryland, Zip 21774  
 Between Seller Axel Argueta  
 and Buyer \_\_\_\_\_

is hereby amended by the incorporation of this Addendum, which shall supersede any provision to the contrary in this contract

**Notice of Buyers Right to Receive Documents Pursuant to the Maryland Homeowners Association Act**

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 § 11B-106(B) OF THE ACT (THE "MHAA INFORMATION") AS FOLLOWS:

§11B-106(B) THE VENDOR SHALL PROVIDE THE PURCHASER THE FOLLOWING INFORMATION IN WRITING:

- (1) A STATEMENT AS TO WHETHER THE LOT IS LOCATED WITHIN A DEVELOPMENT;
- (2) (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 PURCHASER 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  
(II) THE BYLAWS AND RULES OF THE PRIMARY DEVELOPMENT, AND OF OTHER RELATED DEVELOPMENTS TO THE EXTENT REASONABLY AVAILABLE, TO WHICH THE PURCHASER 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.

