

Read carefully before submitting your offer. Below is the information needed for writing a offer

# **Listing Agents Information:**

Listing Agent: Frank Davis Jr. Alt Phone #: 240.375.3361 Email: Frank@TheDavisTeam.com License #: 523052 MLS #: 62299

# **Broker Information:**

Office:EXIT Premier RealtyAddress:211 Main Street #2, Annapolis MD 21401Office #:410.266.0303, for further assistanceOffice Fax:301.263.7127Broker:Koy BanksBroker #:5902

Please make sure all your information is filled out on the MAR contract. Please send offers in pdf format and do not share from DotLoop or Docusign. Also, please include your clients lender letter and a copy of there EMD. If the offer is cash please send proof of funds.



## 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
between Buyer		
and Seller	Walter and Nicole George	
for Property known as	103 Jewel Court Grasonville MD 21638	

NOTE: This notice does <u>not</u> 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 13-2070 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 required permits were obtained for any improvements made to the property;
  - (x) Whether the smoke alarms:
    - 1. will provide an alarm in the event of a power outage;
    - 2. are over 10 years old; and
    - 3. if battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; and
  - (xi) 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:

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 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



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(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.

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.

		Walter George	dotloop verified 09/27/18 11:24AM EDT RC13-FCAS-ZUZ3-59WL
Buyer's Signature	Date	Seller's Signature	Date
		Nicole George	dotloop verified 09/28/18 2:44PM EDT LOLU-QR3H-WOSF-4ABV
Buyer's Signature	Date	Seller's Signature	Date
		Frank Davis Jr	dotloop verified 09/27/18 10:28AM EDT YW1T-IS3A-NUCK-USQQ
Agent's Signature	Date	Agent's Signature	Date
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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 DATED TO CONTRACT OF SALE
BUYER(S):
SELLER(S): Walter and Nicole George
PROPERTY: 103 Jewel Court, Grasonville, MD 21638

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;

<u>(2). Fees:</u>

(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



Buyer





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 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.

Buyer Date

Buyer

Date

Walter George	dotloop verified 09/27/18 11:24AM EDT 1Z0S-HUS2-30UN-Q1FM
Seller	Date
Nicole George	dotloop verified 09/28/18 2:44PM EDT JYR7-THZR-YECI-V9VJ
Seller	Date

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### MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 103 Jewel Court, Grasonville, MD 21638

Legal Description:

### NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, *Annotated Code of Maryland*, requires the seller of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the seller 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 seller. 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 seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller 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 SELLERS: 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 Sellers and is based upon the actual knowledge of Sellers as of the date noted. Disclosure by the Sellers 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 Sellers as to the condition of the property of which the Sellers have no knowledge or other conditions of which the Sellers have no actual knowledge.

How long have you owned the property?

Property System:	: Water, Sewage, Heating & Air Condition	ning ( Answer all that apply)
------------------	------------------------------------------	-------------------------------

Water Supply Sewage Disposal	Public Public		□ Well □ Septic System	Other approved for	_(# bedrooms) Other Type
Garbage Disposal Dishwasher	□ Yes □ Yes	□ No □No			
Heating	Oil Di	Natural Gas	Electric	Heat Pump Age	Other
Air Conditioning	Oil	Natural Gas	Electric	Heat Pump Age	Other
Hot Water	Oil Di	Natural Gas	Electric Capaci	ity Age	

# Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems? Comments:	☐ Yes	□ No	Unknown
Comments: 2. Basement: Any leaks or evidence of moisture? Yes No Comments:	Unknown	Does Not Apply	
3. Roof: Any leaks or evidence of moisture? ☐ Yes Type of Roof:Age	□No		
Comments: Is there any existing fire retardant treated plywood?	☐ Yes	□ No	
Comments:			Unknown
4. Other Structural Systems, including exterior walls and floors: Comments:			
Any defects (structural or otherwise)?	□ No	Unknown	
5. Plumbing system: Is the system in operating condition? Comments:	Yes	No	Unknown
6. Heating Systems: Is heat supplied to all finished rooms? Comments:	□ Yes	No	Unknown
Is the system in operating condition? Comments:	☐ Yes	□ No	Unknown
<ol> <li>7. Air Conditioning System: Is cooling supplied to all finished rooms?</li> </ol>	Yes No D	Unknown Doe	s Not Apply
Comments:			~ - · · · ·
Is the system in operating condition?  Yes No Un Comments:	nknown Does	Not Apply	
8. Electric Systems: Are there any problems with electrical fuses, circu Yes No. Unknown	it breakers, outlets	s or wiring?	
Comments:			
8A. Will the smoke alarms provide an alarm in the event of a pow	er outage? <b>□</b> Yes	□No	
Are the smoke alarms over 10 years old? □Yes □No			
If the smoke alarms are battery operated, are they sealed, tamper a long-life batteries as required in all Maryland Homes by 2018?		corporating a sile	nce/hush button, which use
Comments:			
			Jot Apply
9. Septic Systems: Is the septic system functioning properly?  Ye.		known Does N	Not Apply
When was the system last pumped? Date U	s □No □Unł Jnknown	known 🛛 Does N	Not Apply
		known 🗖 Does N	
When was the system last pumped? DateU Comments:U 10. Water Supply: Any problem with water supply? Comments:U Home water treatment system: Yes	Jnknown		
When was the system last pumped? Date U Comments: 10. Water Supply: Any problem with water supply? Yes Comments: Home water treatment system: Yes Comments: Fire sprinkler system: Yes No	Jnknown	Unkn	lown
When was the system last pumped?       Date       Date         Comments:          10. Water Supply: Any problem with water supply?       D Yes         Comments:          Home water treatment system:       D Yes         Comments:          Fire sprinkler system:       D Yes         Comments:          Fire sprinkler system:       D Yes         Comments:	Jnknown 🗌 No	Unknown	lown
When was the system last pumped?       Date       Date         Comments:        10. Water Supply: Any problem with water supply?       D Yes         10. Water Supply: Any problem with water supply?       D Yes       Comments:         Home water treatment system:       D Yes       Yes         Comments:	Jnknown INo No	Unknown	lown
When was the system last pumped?       Date       Date         Comments:        10. Water Supply: Any problem with water supply?       D Yes         Comments:        Home water treatment system:       D Yes         Comments:        Yes         Comments:        Yes         Comments:        No         Comments:	Jnknown No Unknown Yes	Unknown	lown
When was the system last pumped?       Date       Date         Comments:          10. Water Supply: Any problem with water supply?       Dyest         Comments:          Home water treatment system:       Dyest         Comments:          Fire sprinkler system:       Pyes         Comments:          Are the systems in operating condition?         Comments:	Jnknown No Unknown Yes Unknown	Unknown	lown
When was the system last pumped?       Date       Date         Comments:          10. Water Supply: Any problem with water supply?       Dyest         Comments:          Home water treatment system:       Dyest         Comments:          Fire sprinkler system:       Yes         Comments:          Are the systems in operating condition?         Comments:	Jnknown No Unknown Yes Unknown Unknown	Unknown	lown
When was the system last pumped?       Date       Date         Comments:	Jnknown No Unknown Yes Unknown	Unknown	lown
When was the system last pumped?       Date       Date         Comments:          10. Water Supply: Any problem with water supply?       Dyest         Comments:          Home water treatment system:       Dyest         Comments:          Fire sprinkler system:       Yes         Comments:          Are the systems in operating condition?         Comments:	Jnknown No No Unknown Yes Unknown Unknown Where? .	Unknown Unknown Does Not App	lown
When was the system last pumped?       Date       Date         Comments:	Jnknown No No Unknown Yes Unknown Unknown Where? .	Unknown Unknown Does Not App	lown
When was the system last pumped?       Date	Jnknown INO NO INO Unknown Yes Unknown Unknown Where? n 24 hours after a l	Unknown Unknown Does Not App No heavy rain?	lown
When was the system last pumped?       Date	Jnknown No No Unknown Yes Unknown Unknown Where? .	Unknown Unknown Does Not App	lown

<ul> <li>13. Wood-destroying insect Comments:</li></ul>	repairs? Yes Yes s or regulated materia	□ No □ No ls (including, but no	☐ Unknown ☐ Unknown	□ No ed landfills, as	Unknown bestos, radon gas, lead-based paint,
	No 🛛 Unknown				
monoxide alarm installed in	n the property? To DUnknown			ter, or clothes o	dryer operation, is a carbon
<ul> <li>16. Are there any zoning v unrecorded easement,</li> <li>☐ Yes ☐ No ☐</li> <li>If yes, specify below Comments:</li> </ul>	except for utilities, on Unknown	or affecting the prop		ions or setback	requirements or any recorded or
16A. If you or a contract permitting office? □Yes Comments:	or have made impro □No □Does Not Aj	vements to the prop pply 🛛 Unknown	•		s pulled from the county or local
	in a flood zone, conse No	ervation area, wetlan	d area, Chesapeak If yes,		area or Designated Historic District?
18.Is the property subject to Yes Comments:	D No	Unknown	If yes,	any other type specify below	e of community association?
19. Are there any other ma	terial defects, includin	ng latent defects, aff	ecting the physical	l condition of t	he property?
NOTE: Seller(s) may RESIDENTIAL PROF			0	n the proper	ty on a separate
complete and accurate their rights and obligat	as of the date sign	ned. The seller(s)	further acknow	vledge that t	omments, and verify that it is hey have been informed of
Seller(s) Seller(s)					ate

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 SELLER(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 seller(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 seller(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.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller 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.

Does the seller( $s$ )	have actual knowled	lge of any latent	t defects? ⊓Yes	🗖 No	If ves. specify:
Does the sener(s)	nuve uetuur mitowiet	ge of any facent			in jes, speenij.

None Known	
21.4. 2	dotloop verified
Seller <sup>Watter George</sup>	dotloop verified 09/27/18 11:24AM EDT 0XA0-DZFZ-2EPB-Y5LB Date_
Seller Micole George	dotloop verified 09/28/18 2:44PM EDT VSXK-YTP7-FHKH-OZDR 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