

MLS Errors Disclosure Statement

All Parties related to the sale of this property understand and accept that the MLS system used to relay pertinent information to others regarding this property may contain errors and inadvertent inaccuracies.

Information contained within an MLS data source should be considered a SECOND SOURCE of information which could have been pulled from inaccurate public records and other sources. It is the Buyer(s) & Seller(s) responsibility to ensure accuracy of all information contained within. MLS information is general in nature and indeed not a guarantee of 100% accuracy.

As a Seller, you acknowledge that you have reviewed the MLS printout prior to entering a sales/purchase contract with any Buyer and all information is to the best of your knowledge.

As a Buyer, you acknowledge that you have reviewed the MLS printout prior to entering into a purchase agreement with the Seller. You understand information contained within the MLS printout could contain errors and inadvertent inaccuracies.

Buyer _____ Date _____ Seller Randoss Date X 10/28/2010

Buyer _____ Date _____ Seller Randoss Date X 10/28/2010

Property Address 203 Polaris Drive
Walkersville, MD 21793



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 10.27.06 to the Contract of Sale dated 10.27.06

between Buyer and Seller CHANDRAWATI BESHIA, RANDOSS for Property known as 203 POLARIS DRIVE, WALKERSVILLE, MD 21793

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 installment 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 R. B. XX

At the time the disclosure or disclaimer statement is delivered to you ("the buyer"), you are required to date and sign a written acknowledgment 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.

_____	_____	X <u>[Signature]</u>	X 10/28/2010
Buyer's Signature	Date	Seller's Signature	Date
_____	_____	X <u>[Signature]</u>	X 10.28.2010
Buyer's Signature	Date	Seller's Signature	Date
_____	_____	<u>Heather KOEHL</u>	10.27.10
Agent's Signature	Date	Agent's Signature	Date

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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: Smoke detectors have back up batteries

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 problems with water supply? Yes No Unknown

Comments: _____
Home water treatment system: Yes No Unknown

Comments: Filtration system for entire house + reverse osmosis filter in kitchen

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: _____

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 203 POLARIS DRIVE, WALKERSVILLE, MD
 Legal Description: LOT 27, BLOCK D, SECTION D, PARCEL 915

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 (and 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? 6.14.2006

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

Water Supply	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Well	<input type="checkbox"/> Other _____
Sewage Disposal	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Septic System approved for _____ (# bedrooms)	
Garbage Disposal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Dishwasher	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Heating	<input type="checkbox"/> Oil	<input checked="" type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric
Hot Water	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric Capacity _____ Age _____

X AL
 X AR

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: HOA - Superior Assesment Management

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 Ramdas Date 10/28/2010

Owner Ramdas Date 10/28/2010

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 _____

Property Address: 203 POLARIS Drive Waukegan, IL Year Constructed 06

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

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. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-based paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A tenant must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a buyer conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

Seller's/Landlord's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (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 (check (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) 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 (check (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) ESK Agent has informed the seller 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.

X <u> </u>	<u> </u>	X <u>10/28/2010</u>	<u> </u>	<u> </u>
Seller/Landlord	Date	Buyer/Tenant	Date	
X <u> </u>	<u> </u>	X <u>10/28/2010</u>	<u> </u>	<u> </u>
Seller/Landlord	Date	Buyer/Tenant	Date	
<u> </u>	<u>10/27/10</u>	<u> </u>	<u> </u>	<u> </u>
Seller's/Landlord's Agent	Date	Buyer's/Tenant's Agent	Date	



10/07



HAZARDOUS MATERIALS. There are many hazardous materials (i.e., asbestos, radon, underground storage tanks, etc.) that could affect any property. The Brokers and their agents will generally have no knowledge of these hazardous materials and do not have the technical expertise to ascertain or advise you of their presence or significance. It is the Buyer's responsibility to consult any experts they deem appropriate prior to entering into a Contract of Sale.

X Q
X R

HOME WARRANTIES. A limited warranty may be available for purchase on the Property. Such limited warranty may provide some financial reimbursement in the event certain named components and or appliances become inoperable or fail during an agreed upon period of time (usually one year from settlement).

SETTLEMENT. All persons to be in title and/or responsible where a mortgage is to be created should be present at the time of settlement and will be required to provide photo identification. A lender usually requires, prior to settlement, a fully paid insurance policy, termite and other certifications when improved property is being purchased. The Buyer should have wired funds, bank check, or certified check for payment of estimated settlement costs and balance due under the Contract of Sale. If uncertain of the amount, Buyer should contact the settlement company 24-48 hours before settlement. Buyer should establish utilities in Buyer's name commencing with the day of settlement or occupancy.

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 the Parks and Recreations, Planning and Zoning, etc.

CONDOMINIUM ASSOCIATION APPROVAL. If a sale is subject to the approval or right of first refusal of the Council Unit Owners or Board of Directors of a Condominium, the Seller must immediately present the Contract of Sale to such Council or Board for its action or consideration. In the event the sale is not allowed by the appropriate Council or Board, the Contract of Sale shall be null and void.

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 \$ _____ .

N/A

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 of fee: _____ is delinquent _____ is not delinquent

X Randall _____ X 10/28/2010 _____
Seller Date Buyer Date

X Randall _____ X 10/28/2010 _____
Seller Date Buyer Date

Form: Frederick County Disclosure
FCAR® 9/06

Page 3 of 3

Real Estate Transfer Disclosure Statement



THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN THE COUNTY OF FREDERICK, STATE OF MARYLAND, DESCRIBED AS 703 POLARIS DRIVE, WALKERSVILLE, MD 21793

THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE FREDERICK COUNTY RIGHT TO FARM ORDINANCE IN COMPLIANCE WITH FREDERICK COUNTY ORDINANCE NO. _____ (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 questions concerning this policy or the reconciliation committee, please contact the Frederick County Planning Department for additional information.

X Seller Ramdas X Date 10/28/2010

X Seller Ramdas X Date 10/28/2010

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT:

Buyer _____ Date _____

Buyer _____ Date _____

IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

RE/MAX Results
Homeowner's Insurance Disclosure

Property Address: 203 POLARIS DRIVE WALKERSVILLE, MD 21793
Address City & Zip Code

Due to the current situation of obtaining homeowners insurance, it may be difficult, for the Buyer and the subject property, to obtain the insurance required by the mortgage holder.

To assist the Buyer in securing a homeowners policy, the Seller makes the following disclosure by checking the appropriate statement:

1. I/We have filed no insurance claims, nor have knowledge of any claims filed on the property in the past five (5) years. I/We are not aware of any existing conditions that may lead to a claim against our homeowners insurance policy.
2. I/We have filed _____ insurance claim(s), or know that there has/have been claims made during the past five (5) years, either by me/us, a previous owner or the Home Owners Association.
3. I/We are aware of conditions that may lead to a future insurance claim.

If item number 2 and/or 3 are checked, please describe facts of the claim and/or conditions that may lead to a claim.

The current insurance company is: Travelers

Buyer is encouraged to start researching insurance companies so that the necessary insurance will be in place at time of closing. In addition to the subject property, a Buyer may not qualify for insurance due to previous claims.

X [Signature] _____ X 10/28/2010 _____
Seller's Signature Date

X [Signature] _____ X 10/28/2010 _____
Seller's Signature Date

Buyer's Signature Date

Buyer's Signature Date



STATE OF MARYLAND
REAL ESTATE COMMISSION

X Q
X R

Understanding Whom Real Estate Agents Represent

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

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, or landlords, and exclusively represents the sellers or landlords. That means that he or she may assist the buyer or tenant in purchasing or renting the property, but his or her duty of loyalty is only to the sellers or landlords. The seller pays the seller's agent's fees as specified in a written listing agreement.

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 or tenant in purchasing or renting a property, but his or her duty of loyalty is only to the sellers or landlords. The cooperating agent's fee is paid by the sellers or landlords through the seller's agent's company.

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 buy or rent, 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 or tenant may enter into a written contract with a real estate agent which provides that the agent will represent the buyer or tenant in locating a property to buy or rent. 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 or tenant. The agent's fee is paid according to the written agreement between the agent and the buyer or tenant. If you as a buyer or tenant wish to have an agent represent you exclusively, you must enter into a written buyer agency agreement.

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 company, or broker, is called the "dual agent". Dual agents do not act exclusively in the interests of either the seller or buyer, or landlord or tenant, 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, or landlord and tenant, agree to dual agency by signing a Consent For Dual Agency form, then the real estate company (the "dual agent") will assign one agent to represent the seller or landlord (the seller's "intra-company agent") and another agent to represent the buyer or tenant (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.

Form # 1301G.1

1/99

RE/MAX (Results) 7420 Hayward Road, Suite 202, Frederick MD 21702
Phone: (301) 698-5083 Fax: (301) 698-5344 RE/MAX Results

Produced with ZipForm™ by RE FormsNet, LLC 10025 Fifteen Mile Road, Clinton Township, Michigan 48025 www.zipform.com

1/99

If either party does not agree to dual agency, the real estate company may 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 or tenant may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer or tenant 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 or renting 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 agents should be in writing and should explain the duties and obligations of the agent. The agreement should explain how the agent will be paid and any fee-sharing agreements with other 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) 230-6200.

This notice is information required by law and is NOT A CONTRACT

We, the Sellers/Landlord Buyers/Tenants acknowledge receipt of a copy of this disclosure and

that RE/MAX Results (firm name)

And Elaine Koehl (salesperson) are working as:

- Seller/landlord's agent
 Cooperating agent
 Buyer's agent
 Dual agent (See Consent for Dual Agency form)
(you may check more than one box)

[Signature]
Signature

10/28/2010
Date

[Signature]
Signature

10/28/2010
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.

Signature of agent

Date

Name of individual to whom disclosure was made

Name of individual to whom disclosure was made



STATE OF MARYLAND
REAL ESTATE COMMISSION

X RL
X RR

Consent For Dual Agency

(In this form, the word "seller" includes "landlord", "buyer" includes "tenant", and "purchase" or "sale" includes "lease.")

When Dual Agency May Occur

The possibility of dual agency arises when:

- >The buyer is interested in a property listed by a real estate company; and
- >The seller's agent and the buyer's agent work for that same real estate company.

Before the buyer and seller can proceed to be represented by a dual agent, they must both sign a Consent for Dual Agency. If they have previously signed a Consent for Dual Agency, they must affirm their consent for the sale of a particular property to a particular buyer.

Your Choices Concerning Dual Agency

When a dual agency situation in fact arises, the buyer and seller have the following options:

1. **Consent in writing to dual agency.** If all parties consent in writing, the real estate company (the "dual agent") will assign one real estate agent from the company to represent the seller or landlord (the seller's "intra-company agent") and another agent from the company to represent the buyer or tenant (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as an exclusive seller's or buyer's agent, including advising their clients as to price and negotiation strategy.
2. **Do not consent to dual agency.** If either the buyer or the seller, or landlord or tenant, refuses to consent in writing to dual agency, the real estate company must terminate the agency agreement for that particular property with either the buyer or the 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 or tenant may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer or tenant 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.

**Important Considerations
Before Making a Decision
About Dual Agency**

☞ A dual agent does not exclusively represent either the seller or buyer and there may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

☞ As a dual agent, the real estate company does not owe undivided loyalty to either the seller or buyer.

Duties of a Dual Agent

Like other agents, dual agents and intra-company agents must keep confidential information about a client's bargaining position or motivations unless the client gives consent to disclose the information. For example, a dual agent or intra-company agent may not tell the other party, or the other party's agent, without consent of the client:

- >anything the client asks to be kept confidential*,
- >that the seller would accept a lower price or other terms,
- >that the buyer would accept a higher price or other terms,
- >the reasons why a party wants to sell or buy, or
- >that a party needs to sell or buy quickly.

*However, like all agents, a dual agent and intra-company agent must disclose any material facts about a property to the other party.

How Dual Agents Are Paid

Only the dual agent receives compensation on the sale of a property listed by that company.

If a financial bonus is offered to an agent who sells property that is listed with his company, this fact must be disclosed in writing to both the buyer and seller.

I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency, and that if I do not consent, there will not be a dual agency. I hereby voluntarily consent to have

_____ act as dual agent for me as the:

(Firm Name)

seller in the sale of the property at: 203 POLARIS DRIVE

buyer in the purchase of any property listed for sale with the above-referenced firm.

X Ramos
Signature

X 10/28/2010
Date

Ramos
Signature

X 10/28/2010
Date

AFFIRMATION

The undersigned Seller(s) hereby affirms consent to Dual Agency:

Signature _____

Date _____

Signature _____

Date _____

The undersigned Buyer(s) hereby affirms consent to dual agency:

Signature _____

Date _____

Property Location _____

Signature _____

Date _____

DISCLOSURE & TRANSMITTAL OF DOCUMENTS

Special provisions attached to and hereby made a part thereof, the Contract dated 10/28/2010 on Lot 27, Block, Section, Subdivision located at 203 Polans Drive, Walkersville, Frederick County, Maryland, between Chandraduth and Reshma Ramdas (Seller) and (Purchaser).



Disclosures and Transmittal of documents pursuant to Maryland Homeowners Association Act Affecting (a) All Resales and (b) Initial Sales by Builders in Developments of Twelve (12) or Fewer Lots.

Pursuant to 11B-106(b) of the Maryland Homeowners Association Act, the Seller hereby certifies that as of the date hereof, except as herein stated:

- A. The Lot which is the subject of this Contract is located within a Development and is subject to the Sun Meadow Homeowners Association.
B. The status of the fees or assessments imposed by the Homeowners Association (HOA) against the above referenced Lot is as follows: Current Monthly Fee or Assessments \$ 125 every six months, Delinquent Fees or Assessments Months \$ none, Other Charges Due \$ none, Total due HOA as of Oct 2010 \$ none.
C. The total amount of fees, assessments and other charges imposed by the HOA upon the Lot during the prior fiscal year of the HOA is as follows: Fees \$ 250/yr, Other Charges \$ n/a, Assessments \$ n/a, Total \$ 250/yr.
D. The name, address and phone number of the management agent for the HOA is as follows: Name: Superior Association Management, Phone: 240 490 7037, Address: P.O. Box 1105, Middletown, MD 21769.
E. The following person(s) is (are) authorized by the HOA to provide to the public information regarding the HOA and the Development. Name: Maggie Williamson, Phone: 301 524 8628, Address: P.O. Box 1105, Middletown MD 21769.
F. The Seller has no actual knowledge of any unsatisfied judgments, or pending lawsuits against the Homeowners Association, except as noted.
G. The Seller has no actual knowledge of any pending claims, covenant violations actions or notices of default against the Lot, except as noted.
H. Attached to this Addendum is a copy of: (1) 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 (2) 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.
I. The obligations described in subparagraphs H(1) and (2) above are enforceable against an owner and the owner's tenants, if applicable.
J. NOTE: The requirements of Section 11B-106(h) shall be deemed to have been fulfilled if the information required to be disclosed is provided to the Purchaser in writing in a clear and concise manner. The disclosures may be summarized or produced in any collection of documents, including plats, the Declaration, or the organizational documents of the Homeowners Association, provided those documents effectively convey the required information to the Purchaser.

Disclosure & Transmittal of Documents

- K. NOTICE TO SELLER: WITHIN THIRTY (30) CALENDAR DAYS OF ANY RESALE TRANSFER OF A LOT WITHIN A DEVELOPMENT, THE TRANSFEROR (SELLER) SHALL NOTIFY THE HOMEOWNERS ASSOCIATION FOR THE PRIMARY DEVELOPMENT OF THE TRANSFER. THE NOTIFICATION SHALL INCLUDE, TO THE EXTENT REASONABLY AVAILABLE, THE NAME AND ADDRESS OF THE TRANSFEROR (SELLER), THE DATE OF TRANSFER, THE NAME AND ADDRESS OF ANY MORTGAGEE, AND THE PROPORTIONATE AMOUNT OF ANY OUTSTANDING HOMEOWNERS ASSOCIATION FEE OR ASSESSMENT ASSUMED BY EACH OF THE PARTIES TO THE TRANSACTION.
- L. The information contained in this Addendum issued pursuant to Section 11B-106(b) of the Maryland Homeowners Association Act is based on the Seller's actual knowledge and belief and is current as of the date hereof. The Seller is required to provide the Purchaser with notice of any changes in mandatory fees exceeding ten percent (10%) of the amount previously stated to exist and copies of any other substantial and material amendments to the above disclosures after they have become known to the Seller. Any Purchaser may, within three (3) calendar days following receipt by the Purchaser of such amendment which adversely affects the Purchaser, cancel in writing the contract subject to the provisions of 11B-108 of the Maryland Homeowners Association Act.
- M. THE PURCHASER HEREBY ACKNOWLEDGES RECEIPT OF THE FOREGOING DISCLOSURES AND COPIES OF ALL DOCUMENTS DESCRIBED IN SECTION H HEREOF.
- N. THE DOCUMENTS WERE PROVIDED BY AND ALL INFORMATION HEREIN WAS COMPLETED BY SELLER.


 Seller _____

 Seller _____
 10/28/2010 _____ 10 am _____
 Date _____ Time am or pm

 Purchaser

 Purchaser

 Date _____ Time am or pm

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AS IS ADDENDUM

ADDENDUM # _____ dated _____ to Contract of Sale dated _____, between
Buyer _____ and
Seller _____ for Property known as _____

The following provisions are included in and supersede any conflicting language in the Contract.

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance. Seller makes no warranty, express or implied, as to the condition of the Property or any equipment or system contained therein. Seller agrees to comply with Section 10-702 of the Real Property Article of the Annotated Code of Maryland if applicable (*Residential Property Disclosure and Disclaimer*). **The parties agree that all clauses in the Contract pertaining to property condition and wood destroying insects are hereby deleted from the Contract.** Buyer understands and agrees that Seller shall have no obligation to make repairs.

Buyer and Seller agree to initial only one of the following:

+

A. "AS IS" WITHOUT INSPECTION(S)

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance without any inspection(s) or contingencies regarding the condition of the Property.

+

B. "AS IS" WITH INSPECTION(S) AND RIGHT TO TERMINATE

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance. Buyer, at Buyer's expense, may have the Property inspected. In the event Buyer is dissatisfied with the results of any inspection(s), Buyer, upon written notice to Seller given within _____ Days from the Date of Contract Acceptance, shall have the unconditional right to terminate the Contract. If Buyer elects to terminate the Contract, the Contract shall become null and void, and Deposit(s) shall be disbursed in accordance with the Deposit paragraph of the Contract. If Buyer fails to have inspection(s) performed or fails to submit written notice of termination within the time period specified, Buyer shall have no right thereafter to terminate the Contract and the Contract shall remain in full force and effect.

Seller shall make the Property accessible for such inspection(s). Neither Buyer, nor any agent or contractor(s) of Buyer, shall in any way excavate, penetrate or otherwise damage any part of the Property without the prior written consent of Seller nor shall any furnishings, boxes, or personal property belonging to Seller be moved or relocated unless absolutely necessary in connection with the inspection(s). If the Property is part of a condominium, Buyer will be given access to the common areas to perform the inspection(s). Buyer and Seller shall have the right to be present during the inspection(s), and Buyer shall give Seller reasonable advance notice of the date and time of any inspection(s).

If Buyer or Buyer's agents or contractors damage the Property during any inspection(s), Buyer shall be responsible for all costs incurred in correcting such damage. Buyer's responsibility for all costs incurred in correcting any damage shall survive termination of the Contract.

All other terms and conditions of the Contract of Sale remain in full force and effect.

Buyer Signature Date

Seller Signature Date

Buyer Signature Date

Seller Signature Date

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10/08



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