



**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 RMF235, LLC for Property  
known as 35 E. All Saints Street, Unit 310, Frederick, MD 21701

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  \_\_\_\_\_ 

At the time the disclosure or disclaimer statement is delivered to you ("the buyer"), you are required to date and sign a written acknowledgement of receipt on the disclosure or disclaimer statement which shall be included in or attached to the contract of sale.

Section 10-702 further provides that a buyer who receives the disclosure or disclaimer statement on or before entering into a contract of sale does not have the right to rescind the contract based upon the information contained in the disclosure or disclaimer statement.

You are hereby notified that, in certain circumstances, you have the right to rescind your contract with the seller if the seller fails to deliver to you the written property condition disclosure or disclaimer statement. Section 10-702 provides that a buyer who does not receive the disclosure or disclaimer statement on or before entering into the contract has the unconditional right, upon written notice to the seller or seller's agent:

- (i) To rescind the contract at any time before the receipt of the disclosure or disclaimer statement or within 5 days following receipt of the disclosure or disclaimer statement; and
- (ii) To the immediate return of any deposits made on account of the contract.

Your right to rescind the contract under Section 10-702 terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application or within 5 days following receipt of a written disclosure from a lender who has received your application for a mortgage loan, if the lender's disclosure states that your right to rescind terminates at the end of that 5 day period.

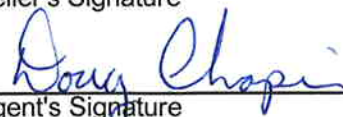
Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
- (ii) Occupancy, in the event of a lease with option to purchase.

The information contained in the property condition disclosure statement is the representation of the seller and not the representation of the real estate broker or sales person, if any. A disclosure by the seller is not a substitute for an inspection by an independent professional home inspection company. You should consider obtaining such an inspection. The information contained in a disclosure statement by the seller is not a warranty by the seller as to the condition of the property of which condition the seller has no actual knowledge or other condition, including latent defects, of which the seller has no actual knowledge. The seller is not required to undertake or provide an independent investigation or inspection of the property in order to make the disclosures required by Section 10-702. The seller is not liable for an error, inaccuracy or omission in the disclosure statement if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the seller or was provided to the seller by a third party as specified in Section 10-702(i) or (j).

You may wish to obtain professional advice about the property or obtain an inspection of the property.

The undersigned buyer(s) and seller(s) acknowledge receipt of this notice on the date indicated below and acknowledge that the real estate licensee(s) named below have informed the buyer(s) and the seller(s) of the buyer(s)' rights and the seller(s)' obligations under Section 10-702.

_____	_____		<u>3/12/10</u>
Buyer's Signature	Date	Seller's Signature	Date
		RMF235, LLC	
_____	_____	_____	_____
Buyer's Signature	Date	Seller's Signature	Date
_____	_____		<u>3/12/10</u>
Agent's Signature	Date	Agent's Signature	Date
		Doug Chapin	

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**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  Date 3/12/10  
RMF235, LLC

Owner \_\_\_\_\_ Date \_\_\_\_\_

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under § 10-702 of the Maryland Real Property Article.

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_



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

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

ADDENDUM # \_\_\_\_\_ dated \_\_\_\_\_ to Exclusive Right to Sell Brokerage Agreement dated \_\_\_\_\_, between Owner(s) RMF235, LLC and Broker Chapin & Associates Doug Chapin 35 E. All Saints Street, Unit 310 Frederick, MD 21701 for Property known as \_\_\_\_\_

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

- |  |  |   |   |
|--|--|---|---|
| <b>INCLUDED</b>  | <b>INCLUDED</b>  | <b>INCLUDED</b>   | <b>INCLUDED</b>                                     |
| <input type="checkbox"/> Alarm System                    | <input checked="" type="checkbox"/> Exhaust Fan(s) # _____ | <input type="checkbox"/> Pool, Equip. & Cover               | <input type="checkbox"/> Trash Compactor            |
| <input checked="" type="checkbox"/> Built-in Microwave   | <input checked="" type="checkbox"/> Exist. W/W Carpet      | <input checked="" type="checkbox"/> Refrigerator(s) # _____ | <input type="checkbox"/> Wall Oven(s) # _____       |
| <input type="checkbox"/> Ceiling Fan(s) # _____          | <input type="checkbox"/> Fireplace Screen/Doors            | <input checked="" type="checkbox"/> w/ice maker             | <input type="checkbox"/> Water Filter               |
| <input type="checkbox"/> Central Vacuum                  | <input checked="" type="checkbox"/> Freezer                | <input type="checkbox"/> Satellite Dish                     | <input type="checkbox"/> Water Softener             |
| <input checked="" type="checkbox"/> Clothes Dryer        | <input type="checkbox"/> Furnace Humidifier                | <input type="checkbox"/> Screens                            | <input type="checkbox"/> Window A/C Unit(s) # _____ |
| <input checked="" type="checkbox"/> Clothes Washer       | <input type="checkbox"/> Garage Opener(s) # _____          | <input checked="" type="checkbox"/> Shades/Blinds           | <input type="checkbox"/> Window Fan(s) # _____      |
| <input checked="" type="checkbox"/> Cooktop              | <input type="checkbox"/> w/remote(s) # _____               | <input type="checkbox"/> Storage Shed(s) # _____            | <input type="checkbox"/> Wood Stove                 |
| <input checked="" type="checkbox"/> Dishwasher           | <input checked="" type="checkbox"/> Garbage Disposer       | <input type="checkbox"/> Storm Doors                        |   |
| <input checked="" type="checkbox"/> Drapery/Curtain Rods | <input type="checkbox"/> Hot Tub, Equip. & Cover           | <input type="checkbox"/> Storm Windows                      |   |
| <input checked="" type="checkbox"/> Draperies/Curtains   | <input type="checkbox"/> Intercom                          | <input checked="" type="checkbox"/> Stove or Range          |   |
| <input type="checkbox"/> Electronic Air Filter           | <input type="checkbox"/> Playground Equipment              | <input type="checkbox"/> T.V. Antenna                       |   |

ADDITIONAL INCLUSIONS (Specify): Power Window Shades, Custom Rugs, all wall hanging art, furniture on balcony.

EXCLUSIONS (Specify): \_\_\_\_\_

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

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

[Signature] Owner RMF235, LLC 3/12/10 Date \_\_\_\_\_ Owner \_\_\_\_\_ Date \_\_\_\_\_

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