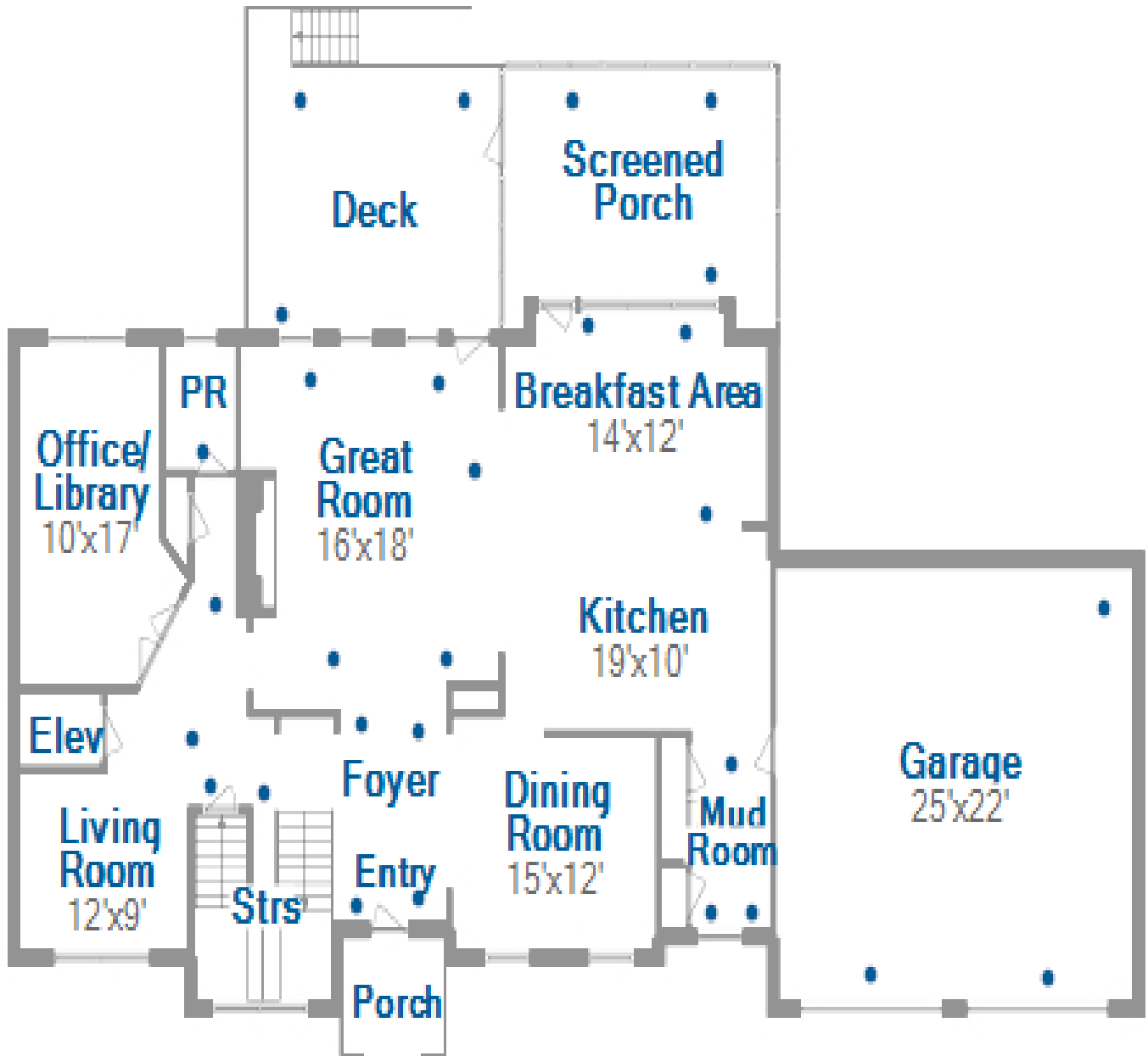


2117 Regina Terrace
FLOOR PLAN: MAIN LEVEL

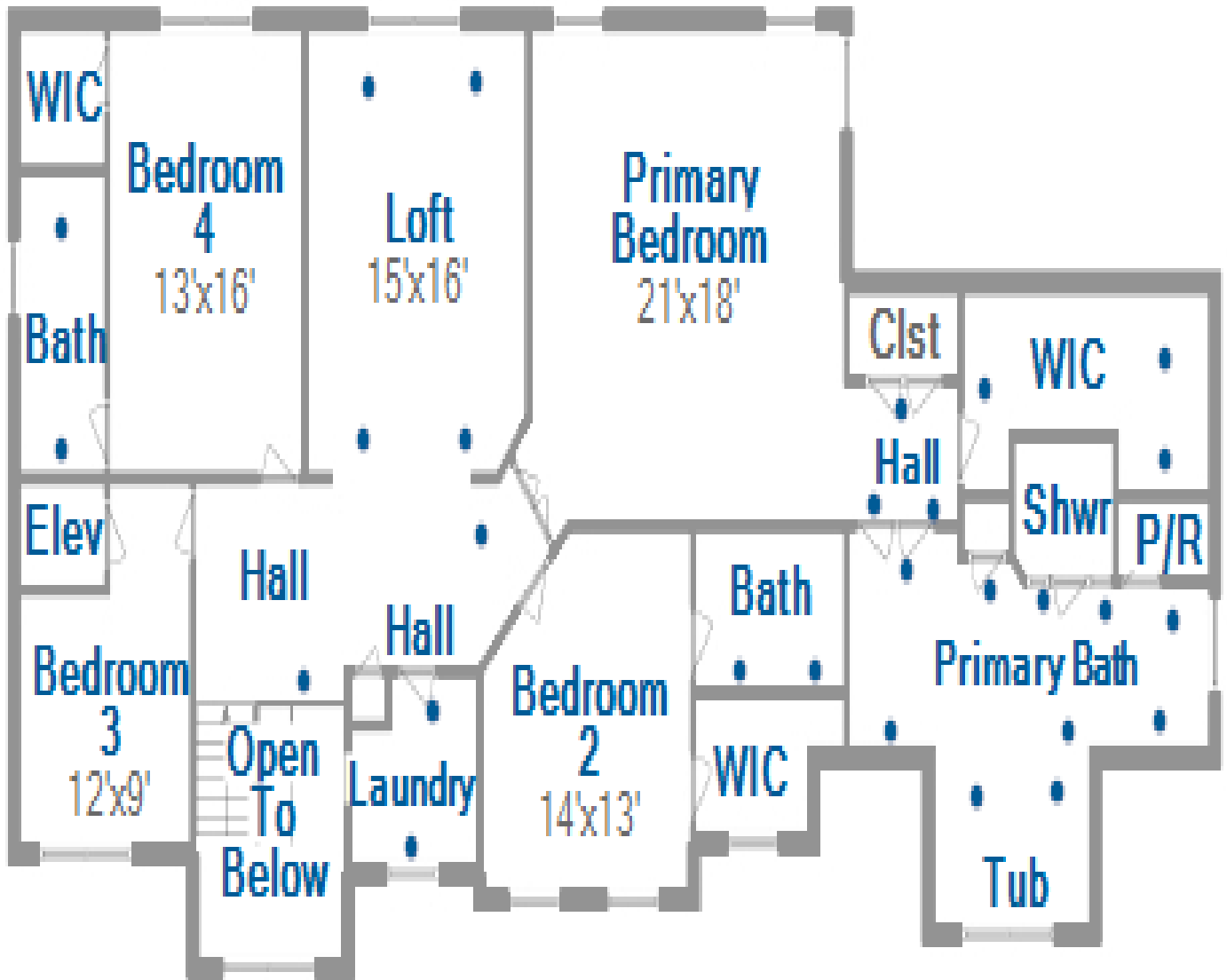


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All Measurements Are Approximate.

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2117 Regina Terrace
FLOOR PLAN: UPPER LEVEL

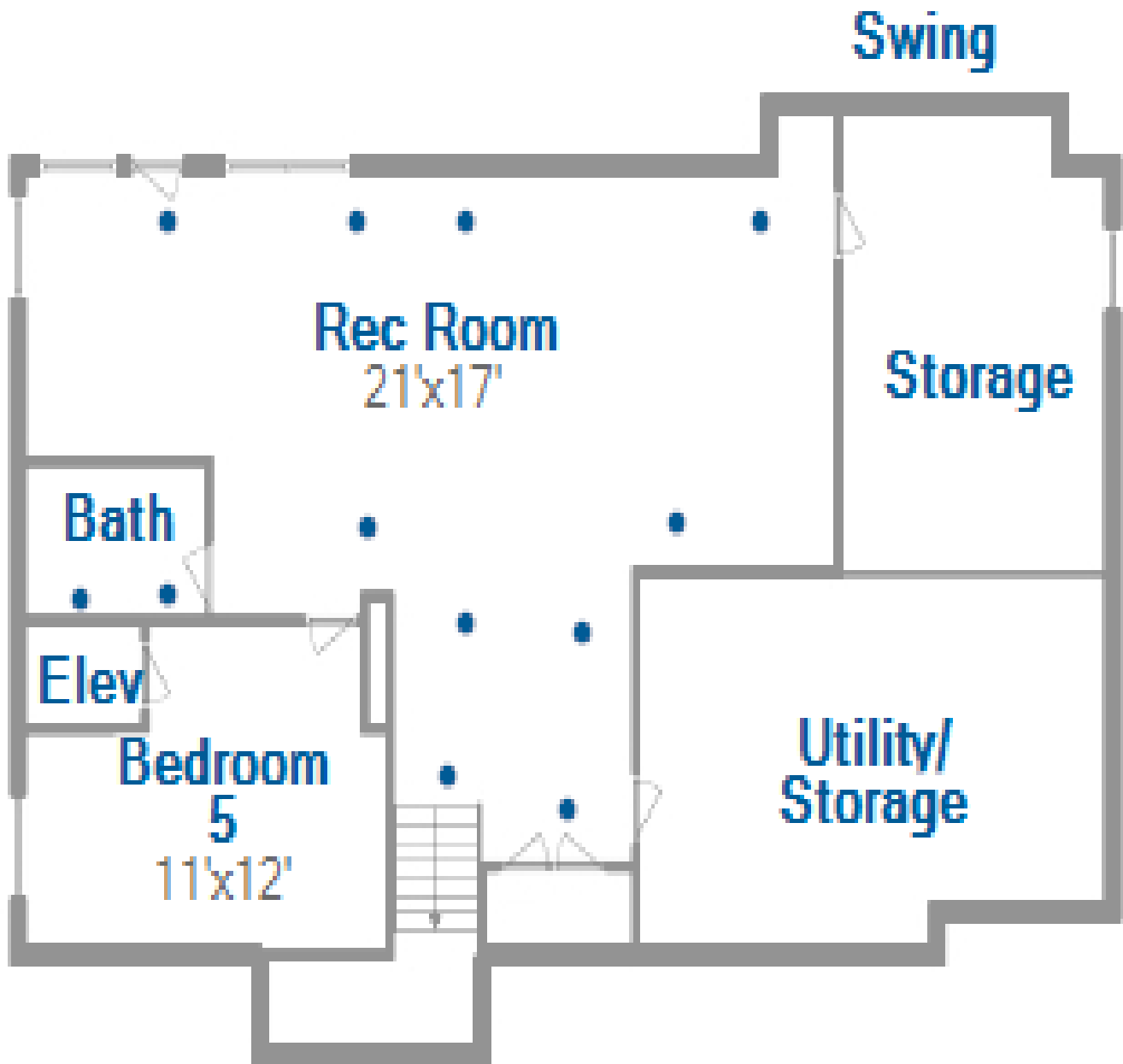


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All Measurements Are Approximate.

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2117 Regina Terrace
FLOOR PLAN: LOWER LEVEL



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All Measurements Are Approximate.

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2117 Regina Terrace
 Lot:10; Block:C
 Bennett Preserve

CROSSROADS FARM
 SECTION I
 BLOCK C - LOTS 7 - 15 & 19 - 21

APPROVED
 DEPARTMENT OF HEALTH
 APPROVED AUTHORITY: [Signature]
 DATE: 11-3-14

APPROVED
 PLANNING COMMISSION
 APPROVED AUTHORITY: [Signature]
 DATE: 11-3-14

APPROVED
 REGISTRY OF CHARTERS
 APPROVED AUTHORITY: [Signature]
 DATE: 11-3-14

J. F. BROWN III & ASSOCIATES, INC.
 SURVEYOR / PLANNING / ENGINEERS / ARCHITECTS

CONVEYANCES
 44 - 32081350
 45 - 32081350
 46 - 32081350
 47 - 32081350
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 100 - 32081350

FORMERLY CROSSROADS FARM
 FINAL PLAT
 SECTION I
 BLOCK C - LOTS 7 - 15 & 19 - 21

Bennett Preserve
 SITUATED ON LANDLAND ROAD N. GREEN VALLEY ROAD
 BETWEEN LEVINSKI LANE & WINDYBUSH DRIVE S.E.
 PEBBLETON, PENNSYLVANIA 15139

SCALE: 1" = 100'

MAY 13, 2014

MSD C-2311 - R140

INDEX MAP
 SCALE: 1" = 1000'

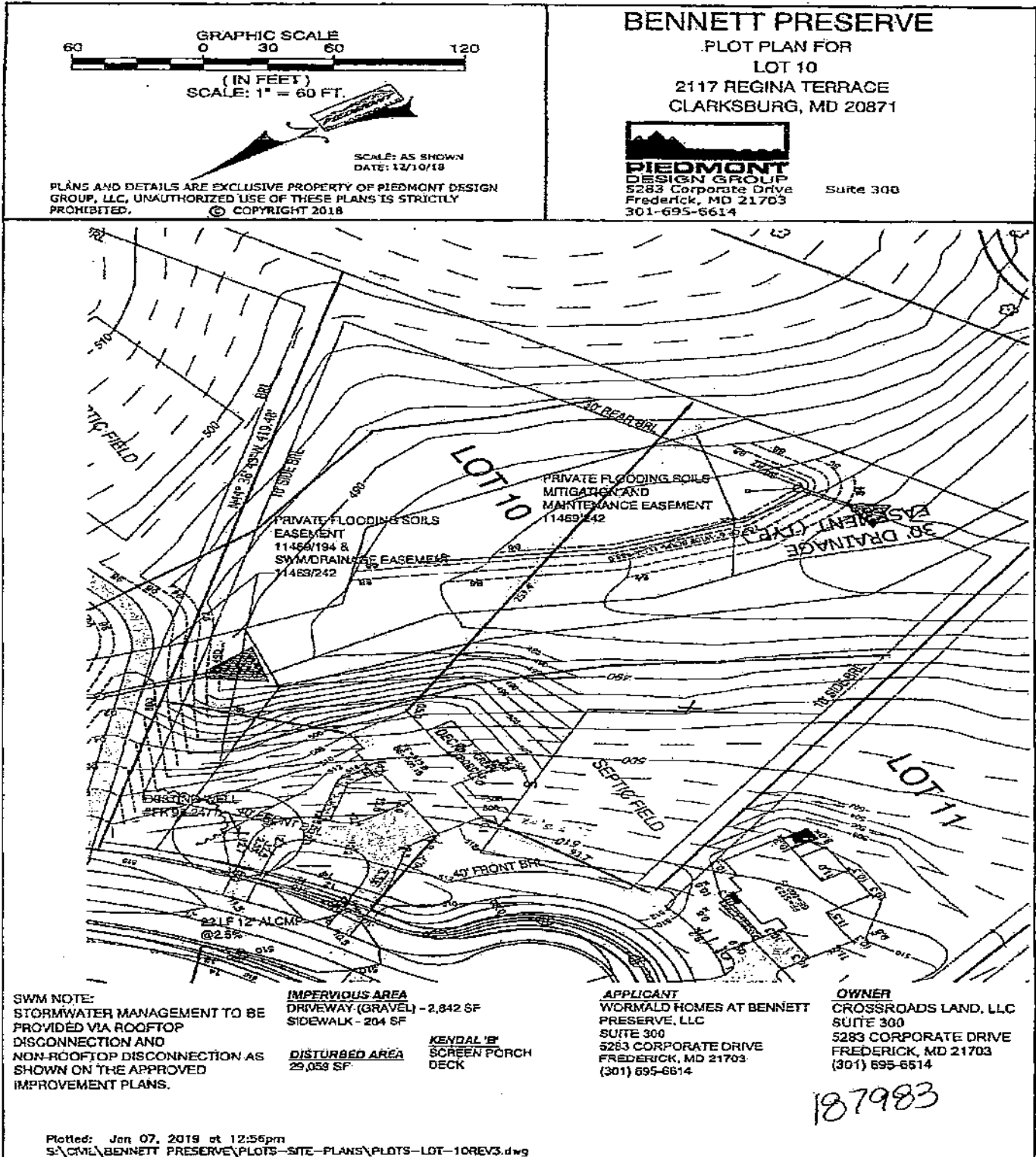
SYMBOLS
 1) 1/8" = 1'00"
 2) 1/4" = 1'00"
 3) 3/8" = 1'00"
 4) 1/2" = 1'00"
 5) 5/8" = 1'00"
 6) 3/4" = 1'00"
 7) 7/8" = 1'00"
 8) 1" = 1'00"

PROVISIONS
 1. This plat is subject to the provisions of the Pennsylvania Subdivided Land Law, Act of August 15, 1928 (P.S. 5105), as amended.
 2. The plat is subject to the provisions of the Pennsylvania Municipalities Planning Code, Act of August 2, 1953 (P.S. 5136), as amended.
 3. The plat is subject to the provisions of the Pennsylvania Municipalities Planning Code, Act of August 2, 1953 (P.S. 5136), as amended.
 4. The plat is subject to the provisions of the Pennsylvania Municipalities Planning Code, Act of August 2, 1953 (P.S. 5136), as amended.
 5. The plat is subject to the provisions of the Pennsylvania Municipalities Planning Code, Act of August 2, 1953 (P.S. 5136), as amended.
 6. The plat is subject to the provisions of the Pennsylvania Municipalities Planning Code, Act of August 2, 1953 (P.S. 5136), as amended.
 7. The plat is subject to the provisions of the Pennsylvania Municipalities Planning Code, Act of August 2, 1953 (P.S. 5136), as amended.
 8. The plat is subject to the provisions of the Pennsylvania Municipalities Planning Code, Act of August 2, 1953 (P.S. 5136), as amended.
 9. The plat is subject to the provisions of the Pennsylvania Municipalities Planning Code, Act of August 2, 1953 (P.S. 5136), as amended.
 10. The plat is subject to the provisions of the Pennsylvania Municipalities Planning Code, Act of August 2, 1953 (P.S. 5136), as amended.

Purchaser's Signature _____ Date _____

Purchaser's Signature _____ Date _____

2117 Regina Terrace
 Lot:10; Block: C
 Bennett Preserve



BENNETT PRESERVE

LOT PLAN FOR
 LOT 10
 2117 REGINA TERRACE
 CLARKSBURG, MD 20871



**PIEDMONT
 DESIGN GROUP**
 5283 Corporate Drive
 Frederick, MD 21703
 301-695-6614

Suite 300

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SCALE: AS SHOWN
 DATE: 12/10/18

SWM NOTE:
 STORMWATER MANAGEMENT TO BE PROVIDED VIA ROOFTOP DISCONNECTION AND NON-ROOFTOP DISCONNECTION AS SHOWN ON THE APPROVED IMPROVEMENT PLANS.

IMPERVIOUS AREA
 DRIVEWAY (GRAVEL) - 2,842 SF
 SIDEWALK - 204 SF

DISTURBED AREA
 29,059 SF

KENDAL 18'
 SCREEN PORCH
 DECK

APPLICANT
 WORMALD HOMES AT BENNETT PRESERVE, LLC
 SUITE 300
 5283 CORPORATE DRIVE
 FREDERICK, MD 21703
 (301) 695-6614

OWNER
 CROSSROADS LAND, LLC
 SUITE 300
 5283 CORPORATE DRIVE
 FREDERICK, MD 21703
 (301) 695-6614

187983

Plotted: Jan 07, 2019 at 12:56pm
 S:\CIVIL\BENNETT PRESERVE\PLOTS-SITE-PLANS\PLOTS-LOT-10REV3.dwg

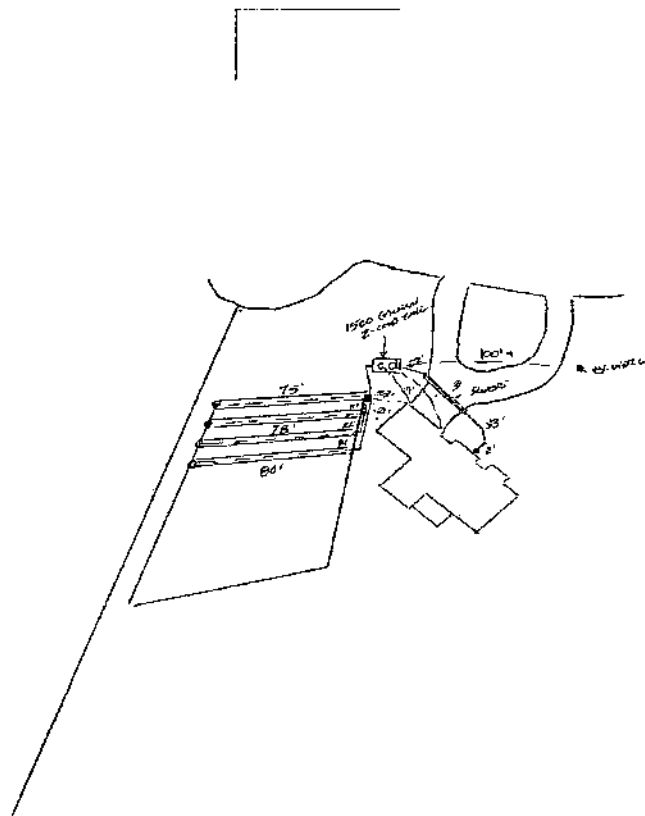
Purchaser's Signature

Date

Purchaser's Signature

Date

2117 Regina Terrace
Lot:10 Block: C
Bennett Preserve



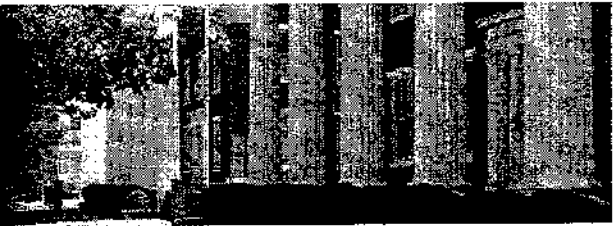
Purchaser' Signature _____ Date _____

Purchaser' Signature _____ Date _____

C1 27925	SEQUENCE NO. (MDE USE ONLY)	STATE OF MARYLAND WELL COMPLETION REPORT FILL IN THIS FORM COMPLETELY PLEASE TYPE	THIS REPORT MUST BE SUBMITTED WITHIN 45 DAYS AFTER WELL IS COMPLETED.
(THIS NUMBER IS TO BE PUNCHED IN COLUMNS 3-5 ON ALL CARDS)			COUNTY NUMBER <u>14-079</u>
ST/CO USE ONLY DATE RECEIVED <u>08/08/14</u>	DATE WELL COMPLETED <u>08-27-14</u>	Depth of Well 22 <u>250</u> 26 (TO NEAREST FOOT)	PERMIT NO. FROM "PERMIT TO DRILL WELL" <u>PR-95-2477</u>
OWNER <u>Normal Crossroads Land LLC</u>		TOWN <u>HUATON</u>	
WELL SITE ADDRESS <u>REGINA DRIVE</u>		SECTION <u>1</u> LOT <u>10</u>	
SUBDIVISION <u>CROSSROADS FARM</u>			
WELL LOG Not required for driven wells		GRROUTING RECORD	
STATE THE KIND OF FORMATIONS PENETRATED, THEIR COLOR, DEPTH, THICKNESS AND IF WATER BEARING		WELL HAS BEEN GROUTED (Circle Appropriate Box) Y N	
DESCRIPTION (Use additional sheets if needed)	FEET FROM TO	TYPE OF GROUTING MATERIAL (Circle one) CEMENT CM BENTONITE CLAY BC	
<u>Brown shale 0 49</u>		NO. OF BAGS <u>15</u> NO. OF POUNDS <u>7410</u>	
<u>Gray slate 49 250 ✓</u>		GALLONS OF WATER <u>90</u>	
		DEPTH OF GROUT SEAL (to nearest foot) from <u>0</u> TOP 52 ft. to <u>59</u> BOTTOM 58 ft. (enter 0 if from surface)	
		CASING RECORD	
		casing types insert appropriate code below	
		STEEL ST CONCRETE CO PLASTIC PL OTHER OT	
		MAIN CASING TYPE ST Nominal diameter top (main casing) (nearest inch) <u>6</u> Total depth of main casing (nearest foot) <u>60</u>	
		OTHER CASING (if used) diameter inch _____ depth (feet) from _____ to _____	
		SCREEN RECORD	
		screen type or open hole insert appropriate code below	
		STEEL ST BRASS BR OPEN HOLE HO BRONZE PL PLASTIC OT OTHER OT	
		C 2 DEPTH (nearest ft.)	
		<u>HO 59 250</u>	
		E 8 9 11 15 17 21	
		C 23 24 25 30 32 36	
		S 38 39 41 45 47 51	
		E SLOT SIZE 1 _____ 2 _____ 3 _____	
		DIAMETER OF SCREEN _____ (NEAREST INCH) from _____ to _____	
		GRAVEL PACK IF WELL DRILLED WAS FLOWING WELL INSERT F IN BOX 68 _____	
		MDE USE ONLY (NOT TO BE FILLED IN BY DRILLER) T _____ (E.R.O.S.) W Q _____	
		70 _____ 72 _____ 74 75 76 _____	
		TELESCOPE CASINO LOG INDICATOR OTHER DATA	
NUMBER OF UNSUCCESSFUL WELLS: <u>0</u>		C 3	
WELL HYDROFRACTURED Y N		PUMPING TEST	
CIRCLE APPROPRIATE LETTER A A WELL WAS ABANDONED AND SEALED WHEN THIS WELL WAS COMPLETED E ELECTRIC LOG OBTAINED P TEST WELL CONVERTED TO PRODUCTION WELL		HOURS PUMPED (nearest hour) <u>3</u>	
I HEREBY CERTIFY THAT THIS WELL HAS BEEN CONSTRUCTED IN ACCORDANCE WITH COMAR 28.04.04 "WELL CONSTRUCTION" AND IN CONFORMANCE WITH ALL CONDITIONS STATED IN THE ABOVE CAPTIONED PERMIT, AND THAT THE INFORMATION PRESENTED HEREIN IS ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE		PUMPING RATE (gal. per min.) <u>10</u>	
DRILLERS LIC. NO. <u>MW0536</u> <u>Robert Clary</u> DRILLERS SIGNATURE (MUST MATCH SIGNATURE ON APPLICATION)		METHOD USED TO MEASURE PUMPING RATE <u>Rig</u>	
LIC. NO. <u>MW0536</u> <u>Robert Clary</u>		WATER LEVEL (distance from land surface) BEFORE PUMPING <u>46</u> ft. WHEN PUMPING <u>250</u> ft.	
SITE SUPERVISOR (sign. of driller or journeyman responsible for sitework if different from permittee)		TYPE OF PUMP USED (for test) A air P piston T turbine C centrifugal R rotary O other (describe below) J jet S submersible	
		PUMP INSTALLED DRILLER INSTALLED PUMP YES NO (CIRCLE) (YES or NO) IF DRILLER INSTALLS PUMP, THIS SECTION MUST BE COMPLETED FOR ALL WELLS.	
		TYPE OF PUMP INSTALLED PLACE (A,C,J,P,R,S,T,O) IN BOX 29. <u>28</u>	
		CAPACITY: GALLONS PER MINUTE (to nearest gallon) _____ 31 _____ 35	
		PUMP HORSE POWER _____ 37 _____ 41	
		PUMP COLUMN LENGTH (nearest ft.) _____ 43 _____ 47	
		CASING HEIGHT (circle appropriate box and enter casing height) + above } LAND SURFACE - below } <u>1</u> (nearest foot)	
		LATITUDE <u>39.283454</u> LONGITUDE <u>77.300121</u> (DEFAULT COORD. WGS 84)	
		NOTES:	



Frederick County
 Government *Maryland*
Rich History
Bright Future



Real Estate

[View Bill](#)

[View bill image](#)

As of 7/1/2022
 Bill Year 2023
 Bill 2146555
 Owner HOLT KEVIN L
 Parcel ID 07593590

[View state assessment data](#) [View payments/adjustments](#)

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	9/30/2022	\$5,373.53	\$0.00	\$5,373.53	\$0.00	\$5,373.53
2	9/30/2022	\$5,285.51	\$0.00	\$5,285.51	\$0.00	\$0.00
Discount †				(95.28)		(\$95.28)
TOTAL		\$10,659.04	\$0.00	\$10,659.04	\$0.00	\$5,325.89

† See Note

† Discount amounts shown are estimated.

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Purchaser' Signature Date

Purchaser' Signature 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 7/5/2022 to the Contract of
Sale between Buyer _____
and Seller Kevin L Holt, Marylee C Holt
for the Property known as 2117 Regina Terrace, Clarksburg, MD 20871

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's 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 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
 - (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.

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GCAAR Form # 1342 Notice to Parties, Property Disclosure - MC

Page 1 of 2

3/2016

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>Kevin Holt</u>	<u>7/5/2022</u>	_____	_____
Seller's Signature	Date	Buyer's Signature	Date
Kevin L. Holt			
<u>Mary Holt</u>	<u>7/5/2022</u>	_____	_____
Seller's Signature	Date	Buyer's Signature	Date
Marylee C. Holt			
<u>Sean Firestone</u>	<u>7/6/2022</u>	_____	_____
Agent's Signature	Date	Agent's Signature	Date
Audrey Primozic			



Inclusions/Exclusions Disclosure and Addendum
(Required for use with GCAAR Listing Agreement & Sales Contract)

PROPERTY ADDRESS: 2117 Raging Tar Cuckooing MD 20877

PERSONAL PROPERTY AND FIXTURES: The Property includes the following personal property and fixtures, if existing, built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, central vacuum system (with all hoses and attachments), shutters, window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke, carbon monoxide, and heat detectors, TV antennas, exterior trees and shrubs, and awnings. Unless otherwise agreed to herein, all surface or wall mounted electronic components devices **DO NOT CONVEY**. The items checked below convey. If more than one of an item conveys, the number of items is noted in the blank.

KITCHEN APPLIANCES <input checked="" type="checkbox"/> Stove/Range <input checked="" type="checkbox"/> Cooktop <input checked="" type="checkbox"/> Wall Oven <input checked="" type="checkbox"/> Microwave / <i>Convection</i> <input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> w/ Ice Maker <input checked="" type="checkbox"/> Wine Refrigerator <input checked="" type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Disposer <input type="checkbox"/> Separate Ice Maker <input type="checkbox"/> Separate Freezer <input type="checkbox"/> Trash Compactor	ELECTRONICS <input checked="" type="checkbox"/> Security Cameras <input checked="" type="checkbox"/> Alarm System <input type="checkbox"/> Intercom <input type="checkbox"/> Satellite Dishes <input type="checkbox"/> Video Doorbell LIVING AREAS <input checked="" type="checkbox"/> Fireplace Screen/Door <input checked="" type="checkbox"/> Gas Log <input checked="" type="checkbox"/> Ceiling Fans <input checked="" type="checkbox"/> Window Fans <input checked="" type="checkbox"/> Window Treatments WATER/HVAC <input checked="" type="checkbox"/> Water Softener/Conditioner <input type="checkbox"/> Electronic Air Filter <input type="checkbox"/> Portable Humidifier <input type="checkbox"/> Window A/C Units	RECREATION <input type="checkbox"/> Hot Tub/Spa, Equipment, & Cover <input type="checkbox"/> Pool Equipment & Cover <input type="checkbox"/> Sauna <input type="checkbox"/> Playground Equipment OTHER <input checked="" type="checkbox"/> Storage Shed <input checked="" type="checkbox"/> Garage Door Opener <input checked="" type="checkbox"/> Garage Door Remote/Fob <input type="checkbox"/> Back-up Generator <input type="checkbox"/> Radon Remediation System <input type="checkbox"/> Solar Panels <i>must include Solar Panel Seller Disclosure/Resale Addendum</i>
--	--	---

THE FOLLOWING ITEMS WILL BE REMOVED AND NOT REPLACED: _____

LEASED ITEMS, LEASED SYSTEMS & SERVICE CONTRACTS: Leased items/systems or service contracts, including but not limited to appliances, fuel tanks, water treatment systems, HVAC contracts, pest control contracts, security system and/or monitoring, and satellite contracts **DO NOT CONVEY** unless disclosed here: _____

CERTIFICATION Seller certifies that Seller has completed this checklist disclosing what conveys with the Property.
 Seller: Monica C. Galt Date: 4/27/22 Seller: Laura L. Yee Date: 4/27/22

ACKNOWLEDGEMENT AND INCORPORATION INTO CONTRACT: *(Completed only after presentation to the Buyer)*
 The Contract of Sale dated _____ between Seller _____ and Buyer _____ for the Property referenced above is hereby amended by the incorporation of this Addendum.
 Seller (sign only after Buyer) _____ Date _____ Buyer _____ Date _____
 Seller (sign only after Buyer) _____ Date _____ Buyer _____ Date _____



MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 2117 Virginia Ter Clarksville MD 21031
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 lead installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §13-207(a)(13) 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 time 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.

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How long have you owned the property? 2 yrs 7 mos.

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

Water Supply Public Well Other _____
Sewage Disposal Public Septic System approved for _____ (# bedrooms) Other Type _____
Garbage Disposal Yes No
Dishwasher Yes No
Heating Oil Natural Gas Electric Heat Pump Age _____ Other _____
Air Conditioning Oil Natural Gas Electric Heat Pump Age _____ Other _____
Hot Water Oil Natural Gas Electric Capacity 50 G Age 8 Other _____

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems? Yes No Unknown
Comments: _____
2. Basement: Any leaks or evidence of moisture? Yes No Unknown Does Not Apply
Comments: _____
3. Roof: Any leaks or evidence of moisture? Yes No Unknown
Type of Roof: SHINGLE Age 2 yrs
Comments: _____
Is there any existing fire retardant treated plywood? Yes No Unknown
Comments: I think Wornold does this standard, but not 100% sure.
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 System: 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 System: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?
 Yes No Unknown
Comments: _____
9. Will the smoke alarms provide an alarm in the event of a power outage? Yes No
Are the smoke alarms over 10 years old? Yes No
If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/flush button, which use long-life batteries as required in all Maryland Homes by 2018? Yes No
Comments: hardwired w/battery backup
10. Septic System: Is the septic system functioning properly? Yes No Unknown Does Not Apply
When was the system last pumped? Date 6/21 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

Comments: Where? Garage ceiling

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 contaminants) 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. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office? Yes No Does Not Apply Unknown

Comments:

18. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District?

Yes No Unknown

Comments: If yes, specify below

19. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?

Yes No Unknown

Comments: HOA - Bennett Preserve

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?
 Yes No Unknown

Comments _____

NOTE: Seller(s) may wish to disclose the condition of other buildings on the property on a separate RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

The seller(s) acknowledge having carefully examined this statement, including any comments, and verify that it is complete and accurate as of the date signed. The seller(s) further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Seller(s) Manuel J. Holt Date 6/27/22

Seller(s) Teri Holt Date 6/27/22

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 §10-703 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:

- (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.

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Does the seller(s) have actual knowledge of any latent defects? Yes No If yes, specify:

Seller: Manuel G. Y. Lopez

Date: 6/27/22

Seller: Ann L. Lopez

Date: 6/27/22

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: _____



FREDERICK COUNTY NOTICES AND DISCLOSURES

This disclosure statement is attached to and hereby made a part of the Contract dated _____ between _____ (Buyers(s)) and Kevin Holt, Marylee Holt (Seller(s)) for the property located in the County of Frederick, State of Maryland, described as 2117 Regina Ter, Clarksburg, MD 20871-8507 (the "Property").

- 1. MASTER PLANS AND ZONING ORDINANCES:** Buyers have the right to review any applicable master plans and zoning ordinances, including but not limited to: Frederick Municipal Airport Overlay Zone, Historic Preservation Overlay District, National Register of Historic Places, Livable Frederick Master Plan, Carroll Creek Overlay District, and Monocacy Scenic River Management Plan, or other maps and information relating to planned land uses, roads, highways and the location of parks and other public facilities affecting the property. This information may be found online or at most local, county or state offices such as Parks and Recreation, Planning and Zoning, etc.
- 2. FREDERICK COUNTY RIGHT TO FARM ORDINANCE NO. 96-23-175:** FREDERICK COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Frederick County Right to Farm Ordinance) WITHIN THE COUNTY. Buyer(s) 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 an Agricultural 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 question concerning this policy or the Reconciliation Committee, please contact the Frederick County Planning Department.
- 3. SPECIAL TAXING DISTRICT OR COMMUNITY DEVELOPMENT AUTHORITY (CDA):** The property may be part of a Special Taxing District or Community Development Authority (CDA). There are Special Taxing Districts and CDAs in Frederick County, including but not limited to: Lake Linganore CDA, Urbana CDA, Brunswick Crossing, Lake Linganore-Oakdale CDA, Jefferson Tech Park, and others. For the most accurate and up-to-date information, please contact MuniCap, Inc. at (443) 539-4101.

If this sale is subject to a tax or fee of a Special Taxing District or CDA, State law requires that the seller disclose to the buyer 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 being purchased. 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, the number of years remaining for the tax or fee, and a statement of whether any tax or fee 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 \$ _____.
- The number of years remaining for the tax or fee of the Special Taxing District or Community Development Authority on the property is _____.
- Any tax or fee of the Special Taxing District or Community Development Authority against the property is delinquent or is not delinquent.

4. **NOTICE ON ZONES OF DEWATERING INFLUENCE:** The property may be located in a "Zone of Dewatering Influence." Such a zone is defined under Maryland law as the area surrounding a surface pit mine in "karst" terrain (limestone and carbonate rock containing closed depressions, sinkholes, caverns, cavities, and underground channels), where groundwater has been depleted through pumping activities in the subject mine. Dewatering of karst terrain may result in gradual caving in or sinking of the surface of the land. Dewatering may also result in declining ground water levels, which may affect the yield of wells on a property. The Maryland Department of the Environment (MDE) is required to provide on its website for use by the public a searchable map of established zones of dewatering influence. The MDE website can be accessed at <https://mde.maryland.gov/programs/LAND/mining/Pages/mapping.aspx>.

A PURCHASER OF REAL PROPERTY LOCATED IN BALTIMORE COUNTY, CARROLL COUNTY, FREDERICK COUNTY, OR WASHINGTON COUNTY IS ADVISED TO CONTACT THE MARYLAND DEPARTMENT OF THE ENVIRONMENT TO DETERMINE WHETHER THE REAL PROPERTY FOR PURCHASE IS LOCATED WITHIN A ZONE OF DEWATERING INFLUENCE. MARYLAND LAW PROVIDES CERTAIN REMEDIES FOR PROPERTY IMPACTED BY DEWATERING.

DocuSigned by: <i>Kevin Holt</i>	6/29/2022		
Kevin Holt	DATE	BUYER	DATE
DocuSigned by: <i>Mary Holt</i>	6/29/2022		
Marylee Holt	DATE	BUYER	DATE





Homeowners Association Seller Disclosure/Resale Addendum for Maryland
(Recommended for the Listing Agreement and required for the GCAAR Contract)

Address 2117 Regina Ter
City Clarksburg, State MD Zip 20871-8507 Lot: 10
Parking Space(s) # Storage Unit(s) # Subdivision/Project: Bennett Preserve

PART I - SELLER DISCLOSURE:

- 1. SELLER'S ACKNOWLEDGMENT: ALL INFORMATION HEREIN WAS COMPLETED BY THE SELLER.
2. NAME OF HOMEOWNERS ASSOCIATION: The Property, which is the subject of this Contract, is located within a Development and is subject to the Bennett Preserve Homeowners Association.
3. CURRENT FEES AND ASSESSMENTS: Fees and assessments as of the date hereof amount respectively to:
A. HOA Fee: Potential Buyers are hereby advised that the present fee for the subject Property and parking space(s) and/or storage unit(s), if applicable, is
B. Special Assessments: Potential Buyers are hereby advised that there is OR is not a special assessment either included in the HOA Fee or separately levied.
C. Delinquency: Are there any delinquent Fees and/or Special Assessments? YES NO
4. FEES DURING PRIOR FISCAL YEAR: 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:
5. PARKING AND STORAGE: Parking Space(s) and Storage Unit(s) may be designated by the HOA instruments as: general common elements for general use (possibly subject to a lease or license agreement); limited common elements assigned for the exclusive use of a particular unit; or separately taxed and conveyed by Deed.

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6. **MANAGEMENT AGENT OR AUTHORIZED PERSON:** The management agent or person authorized by the HOA to provide information to the public regarding the HOA is as follows
Name: Brent Leister Phone: n/a
Email Address: Admin@InfoHOA.com
Address: P.O. Box 1056 Havre de Grace, MD 21078-1056

[OR] No agent or officer is presently authorized by the HOA to provide to the public information regarding the HOA. If none, please initial here /

7. **SELLER'S KNOWLEDGE OF UNSATISFIED JUDGMENTS OR LAWSUITS:** The Seller has no actual knowledge of any unsatisfied judgments, or pending lawsuits against the HOA, except as noted:

8. **SELLER'S KNOWLEDGE OF PENDING CLAIMS, COVENANT VIOLATIONS OR DEFAULT:** The Seller has no actual knowledge of any pending claims, covenant violations, actions or notices of default against the HOA, except as noted:

9. **NOTICE TO SELLER REGARDING OBLIGATIONS TO NOTIFY THE HOA:** 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.

10. **NOTICE OF BUYER'S RIGHT TO RECEIVE DOCUMENTS PURSUANT TO THE MARYLAND HOMEOWNERS ASSOCIATION ACT (HOA Docs):**

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:

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(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.

IF YOU [BUYERS] HAVE NOT RECEIVED ALL OF THE MHAA INFORMATION FIVE (5) CALENDAR DAYS OR MORE BEFORE ENTERING INTO THE CONTRACT, YOU [BUYERS] HAVE FIVE (5) CALENDAR DAYS TO CANCEL THIS CONTRACT AFTER RECEIVING ALL OF THE MHAA INFORMATION. YOU [BUYER] MUST CANCEL THE CONTRACT IN WRITING, BUT YOU [BUYERS] DO NOT HAVE TO STATE A REASON.

THE SELLER MUST ALSO PROVIDE YOU [BUYER] WITH NOTICE OF ANY CHANGES IN MANDATORY FEES EXCEEDING 10% OF THE AMOUNT PREVIOUSLY STATED TO EXIST AND COPIES OF ANY OTHER SUBSTANTIAL AND MATERIAL AMENDMENT TO THE INFORMATION PROVIDED TO YOU [BUYER]. YOU [BUYERS] HAVE THREE (3) CALENDAR DAYS TO CANCEL THIS CONTRACT AFTER RECEIVING NOTICE OF ANY CHANGES IN MANDATORY FEES, OR COPIES OF ANY OTHER SUBSTANTIAL AND MATERIAL AMENDMENT TO THE MHAA INFORMATION WHICH ADVERSELY AFFECTS YOU.

IF YOU [BUYERS] DO CANCEL THE CONTRACT [THEY] WILL BE ENTITLED TO A REFUND OF ANY DEPOSIT YOU [BUYERS] MADE ON ACCOUNT OF THE CONTRACT. HOWEVER, UNLESS YOU [BUYERS] RETURN THE MHAA INFORMATION TO THE SELLER WHEN YOU [BUYERS] CANCEL THE CONTRACT, THE SELLER MAY KEEP OUT OF YOUR [BUYER'S] DEPOSIT THE COST OF REPRODUCING THE MHAA INFORMATION, OR \$100, WHICHEVER AMOUNT IS LESS.

BY PURCHASING A LOT WITHIN THIS DEVELOPMENT, YOU [BUYER] 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 [BUYERS] ARE PURCHASING MAY HAVE RESTRICTIONS ON:

- (1) ARCHITECTURAL CHANGES, DESIGN, COLOR, LANDSCAPING, OR APPEARANCE;
- (2) OCCUPANCY DENSITY;
- (3) KIND, NUMBER, OR USE OF VEHICLES;
- (4) RENTING, LEASING, MORTGAGING, OR CONVEYING PROPERTY;
- (5) COMMERCIAL ACTIVITY; OR
- (6) OTHER MATTERS.

YOU [BUYERS] SHOULD REVIEW THE MHAA INFORMATION CAREFULLY TO ASCERTAIN YOUR [THEIR] RIGHTS, RESPONSIBILITIES, AND OBLIGATIONS WITHIN THE DEVELOPMENT.

DocuSigned by:
Kevin Holt
6/29/2022
Date
Seller: 2584026114ED

DocuSigned by:
Mary Holt
6/29/2022
Date
Seller: 78300981014B1...

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PART II - RESALE ADDENDUM:

The Contract of Sale dated _____, between Seller Kevin Holt _____ Mary Holt _____ and Buyer _____ is hereby amended by the incorporation of Parts I and II herein, which shall supersede any provisions to the contrary in the Contract.

1. **DEED AND TITLE/TITLE:** The Title or Deed and Title paragraph of the Contract is amended to include the agreement of the Buyer to take title subject to easements, covenants, conditions and restrictions of record contained in the HOA instruments, and the right of other owners in the common elements and the operation of the HOA.
2. **PAYMENT OF FEES AND ASSESSMENTS:** Buyer agrees to pay such Fees and/or other Special Assessments as the HOA may from time to time assess against the Property and Parking Space(s) and/or Storage Unit(s), (as applicable) as applicable, for the payment of operating and maintenance or other proper charges. Seller agrees to pay any delinquent Fees and/or Special Assessments on or before Settlement Date. All violations of requirements noted by the HOA against Seller shall be complied with by Seller and the Property conveyed free thereof. Regarding any existing or levied but not yet collected Special Assessments, Seller agrees to pay, at the time of Settlement, any Special Assessments unless otherwise agreed herein:

Costs of obtaining any statements of account from the HOA and/or its related management company will be paid by Seller. Lender's HOA questionnaire fee and any transfer and/or set-up fees for the HOA and/or its related management company will be paid by Buyer.
3. **ASSUMPTION OF HOA OBLIGATIONS:** Buyer hereby agrees to assume each and every obligation of, to be bound by and to comply with the covenants and conditions contained in the HOA instruments, including rules and regulations and covenants and restrictions of the HOA, from and after the Settlement Date hereunder.
4. **RIGHT TO CANCEL:** Buyer shall have the right for a period of five (5) Days following Buyer's receipt of the HOA instruments referred to in the HOA Docs paragraph to cancel this Contract by giving Notice thereof to Seller. In the event that such HOA Docs are delivered to Buyer on or prior to the ratification of this Contract by Buyer, such five (5) Day period shall commence upon the Date of Ratification. If the HOA Docs are not delivered to Buyer within the 20 Day time period referred to in the HOA Docs paragraph, Buyer shall have the option to cancel this Contract by giving Notice thereof to Seller prior to Buyer's receipt of such HOA Docs. Pursuant to the provisions of this paragraph, in no event may the Buyer have the right to cancel this Contract after Settlement.

Seller (sign only after Buyer)	Date	Buyer	Date
Seller (sign only after Buyer)	Date	Buyer	Date

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STATE OF MARYLAND
REAL ESTATE COMMISSION

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:

- 1) The buyer is interested in a property listed by a real estate broker; and
- 2) The seller's agent and the buyer's agent are affiliated with the same real estate broker.

Important Considerations Before Making a Decision About Dual Agency

A broker or the broker's designee, acting as a dual agent does not exclusively represent either the seller or buyer; 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 broker does not owe undivided loyalty to either the seller or buyer.

Before the buyer and seller can proceed to be represented by a broker acting as a dual agent, they must both sign Consent for Dual Agency. If the buyer has previously signed this Consent for Dual Agency, the buyer must **affirm** the buyer's consent for the purchase of a particular property before an offer to purchase is presented to the seller. If the seller has previously signed Consent for Dual Agency, the seller must **affirm** the seller's consent for the sale of the property to a particular buyer before accepting an offer to purchase the property. The affirmation is contained on Page 2 of this form.

Your Choices Concerning Dual Agency

In a possible dual agency situation, the buyer and seller have the following options:

1. **Consent in writing to dual agency.** If all parties consent in writing, the real estate broker or the broker's designee (the "dual agent") shall assign one real estate agent affiliated with the broker to represent the seller (the seller's "intra-company agent") and another agent affiliated with the broker to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategy.
2. **Refuse to consent to dual agency.** If either party refuses to consent in writing to dual agency, the real estate broker must terminate the brokerage relationship for that particular property with the buyer, the seller, or both. If the seller terminates the brokerage agreement, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer terminates the brokerage agreement the buyer may choose not to be represented but simply receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company. Alternatively, the buyer may choose to enter into a written brokerage agreement with a different company.

Duties of a Dual Agent and Intra-Company Agent

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

- 1) Anything the client asks to be kept confidential; *
- 2) That the seller would accept a lower price or other terms;
- 3) That the buyer would accept a higher price or other terms;
- 4) The reasons why a party wants to sell or buy, or that a party needs to sell or buy quickly; or
- 5) Anything that relates to the negotiating strategy of a party.

* Dual agents and intra-company agents must disclose material facts about a property to all parties.

How Dual Agents Are Paid

Only the broker receives compensation on the sale of a property listed by that broker.

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

Consent for Dual Agency

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 refuse to consent, there will not be a dual agency; and that I may withdraw the consent at any time upon notice to the dual agent. I hereby consent to have

Wellspring Realty act as a Dual Agent for me as the
(Firm Name)

Seller in the sale of the property at: 2117 Regina Ter Columbus, MO 65

Buyer in the purchase of a property listed for sale with the above-referenced broker.

Margaret Holt 6/17/22
Signature Date

Kevin L. Voss 6/17/22
Signature Date

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

• The undersigned Buyer(s) hereby affirm(s) consent to dual agency for the following property:

Property Address

Signature Date Signature Date

• The undersigned Seller(s) hereby affirm(s) consent to dual agency for the Buyer(s) identified below:

Name(s) of Buyer(s)

Signature Date Signature Date