



DISCLOSURE OF INCLUSIONS/EXCLUSIONS, LEASED ITEMS, AND UTILITIES ADDENDUM

UPON EXECUTION BY BUYER AND SELLER, THIS DOCUMENT WILL BECOME AN ADDENDUM TO THE CONTRACT OF SALE
SELLER'S DISCLOSURE made on _____, ▪ ADDENDUM to Contract of Sale dated _____
between Buyer _____
and Seller Lee Road LLC
for Property known as 1340 Queen Anne Drive, Chester, MD 21619

1. INCLUSIONS/EXCLUSIONS. Included in the purchase price are all permanently attached fixtures, including all smoke detectors (and, carbon monoxide detectors, as applicable). Certain other **now existing items** which may be considered personal property, whether installed or stored upon the property, **are included if box below is checked.**

- | | | | |
|---|---|--|---|
| ☐ Alarm System | ☐ Exist. W/W Carpet | ☐ Playground Equipment | ☐ TV Antenna |
| ☐ Ceiling Fan(s) # _____ | ☐ Fireplace Screens/Doors | ☐ Pool, Equipment & Cover | ☐ Trash Compactor |
| ☐ Central Vacuum _____ | ☐ Fireplace Equipment | ☒ Refrigerator(s) # <u>1</u> | ☐ Wall Mount TV Brackets |
| ☐ Clothes Dryer | ☐ Freezer | ☒ w/ Ice Maker(s) # <u>1</u> | ☐ Wall Oven(s) # _____ |
| ☐ Clothes Washer | ☐ Furnace Humidifier | ☐ Satellite Dish | ☐ Water Filter |
| ☐ Cooktop | ☐ Garage Opener(s) # _____ | ☒ Screens | ☐ Water Softener |
| ☒ Dishwasher | ☐ Garage remote(s) # _____ | ☒ Shades/Blinds | ☐ Window A/C Unit(s) # _____ |
| ☐ Drapery/Curtain Rods | ☐ Garbage Disposal _____ | ☒ Storage Shed(s) # _____ | ☐ Window Fan(s) # _____ |
| ☐ Draperies/Curtains | ☐ Hot Tub, Equipment & Cover | ☒ Storm Doors | ☐ Wood Stove |
| ☐ Electronic Air Filter | ☐ Intercom | ☐ Storm Windows | |
| ☐ Exhaust Fan(s) # _____ | ☒ Microwave | ☒ Stove or Range | |

ADDITIONAL INCLUSIONS (SPECIFY): _____

ADDITIONAL EXCLUSIONS (SPECIFY): _____

2. LEASED ITEM(S) INCLUDED:

- | | |
|---|--------------------------------------|
| ☐ Fuel Tank(s) | ☐ Other _____ |
| ☐ Solar Panels | ☐ Other _____ |
| ☐ Alarm System | ☐ Other _____ |
| ☐ Water Treatment System | ☐ Other _____ |

ADDITIONAL TERMS AND/OR INFORMATION REGARDING LEASED ITEM(S): _____

3. UTILITIES. WATER, SEWAGE, HEATING, AND AIR CONDITIONING (check all that apply):

- | | | | | | |
|------------------|---------------------------------|--|--------------------------------------|------------------------------------|--------------------------------------|
| Water Supply | ☐ Public | ☒ Well | | | |
| Sewage Disposal | ☐ Public | ☒ Septic | ☐ Other _____ | | |
| Heating | ☐ Gas | ☒ Electric | ☐ Oil | ☐ Heat Pump | ☐ Other _____ |
| Hot Water | ☐ Gas | ☒ Electric | ☐ Oil | | ☐ Other _____ |
| Air Conditioning | ☐ Gas | ☒ Electric | | | ☐ Other _____ |

Utility Service Providers: _____

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

Buyer Signature Date

Buyer Signature Date

[Signature] 7-24-24
Seller Signature Date

Seller Signature Date





MARYLAND HOMEOWNERS ASSOCIATION ACT
NOTICE TO BUYER

For resale of a lot within a development of ANY size
OR for the initial sale of a lot within a development containing 12 or fewer lots,
to a person who intends to occupy or rent the lot for residential purposes.

ADDENDUM DATED _____ TO CONTRACT OF SALE

BUYER(S): _____

SELLER(S): Lee Road LLC

PROPERTY: 1340 Queen Anne Drive, Chester, MD 21619

The following notice applies to members of the public who intend to occupy or rent a lot for residential purposes. Under the Maryland Homeowners Association Act (Act"), "lot" means any plot or parcel of land on which a dwelling is located or will be located within a development.

This sale is subject to the requirements of the Maryland Homeowners Association Act ("the Act"). The Act requires that the seller disclose to you, at or before the time the contract is entered into, or within 20 calendar days of entering into the contract, certain information concerning the development in which the lot you are purchasing is located. The content of the information to be disclosed is set forth in Section 11B-106(b) of the Act ("the MHAA information") as follows:

(1). A statement as to whether the lot is located within a development;

(2). Fees:

(i). The current monthly fees or assessments imposed by the homeowners association upon the lot;

(ii). The total amount of fees, assessments, and other charges imposed by the homeowners association upon the lot during the prior fiscal year of the homeowners association; and

(iii). A statement of whether any of the fees, assessments, or other charges against the lot are delinquent;

(3). The name, address, and telephone number of the management agent of the homeowners association, or other officer or agent authorized by the homeowners association to provide to members of the public, information regarding the homeowners association and the development, or a statement that no agent or officer is presently so authorized by the homeowners association;

(4). A statement as to whether the owner has actual knowledge of:

(i). The existence of any unsatisfied judgments or pending lawsuits against the homeowners association; and

(ii). Any pending claims, covenant violations actions, or notices of default against the lot; and



(5). A copy of:

(i). The articles of incorporation, the declaration, and all recorded covenants and restrictions of the primary development, and of other related developments to the extent reasonably available, to which the buyer shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner's tenants, if applicable; and

(ii). The bylaws and rules of the primary development, and of other related developments to the extent reasonably available, to which the buyer shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner and the owner's tenants, if applicable.

If you have not received all of the MHAA information 5 calendar days or more before entering into the contract, you have 5 calendar days to cancel the Contract after receiving all of the MHAA information. You must cancel the contract in writing, but you do not have to state a reason. The seller must also provide you with notice of any changes in mandatory fees exceeding 10 percent of the amount previously stated to exist and copies of any other substantial and material amendment to the information provided to you. You have 3 calendar days to cancel this contract after receiving notice of any changes in mandatory fees, or copies of any other substantial and material amendments to the MHAA information which adversely affect you.

If you do cancel the contract, you will be entitled to a refund of any deposit you made on account of the contract. However, unless you return the MHAA information to the seller when you cancel the contract, the seller may keep out of your deposit the cost of reproducing the MHAA information, or \$100, whichever amount is less. If the deposit is held in trust by a licensed real estate broker, the return of the deposit to you shall comply with the procedures set forth in Section 17-505 of the Business Occupations and Professions Article of the Maryland Code.

By purchasing a lot within this development, you will automatically be subject to various rights, responsibilities, and obligations, including the obligation to pay certain assessments to the homeowners association within the development. The lot you are purchasing may have restrictions on:

- A. Architectural Changes, Design, Color, Landscaping, Or Appearance;
- B. Occupancy Density;
- C. Kind, Number, Or Use Of Vehicles;
- D. Renting, Leasing, Mortgaging Or Conveying Property;
- E. Commercial Activity; Or
- F. Other Matters.

You should review the MHAA information carefully to ascertain your rights, responsibilities, and obligations within the development.

Buyer Date

Seller Date

Buyer Date

Seller Date



MARYLAND HOMEOWNERS ASSOCIATION ACT
DISCLOSURES TO BUYER AND TRANSMITTAL OF DOCUMENTS

For resale of a lot within a development of ANY size
OR for the initial sale of a lot within a development containing 12 or fewer lots
to a person who intends to occupy or rent the lot for residential purposes.

ADDENDUM DATED _____ TO CONTRACT OF SALE

BUYER(S): _____

SELLER(S): Lee Road LLC

PROPERTY: 1340 Queen Anne Drive, Chester, MD 21619

The following disclosures are provided by the Vendor ("Seller") to the Buyer who intends to occupy or rent the lot for residential purposes pursuant to 11B-106 of the Maryland Homeowners Association act ("the Act"):

(1). The lot which is the subject of the contract of sale is located within the development known as _____

(2). (i). The current monthly fees or assessments imposed by the homeowners association upon the lot are \$ _____ per month payable on a _____ basis.

(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 was: \$ _____

(iii). The fees, assessments, or other charges imposed by the homeowners association against the lot are ☒ or are not ☒ (Seller to initial applicable provision) delinquent. If any of the foregoing are delinquent, Seller to explain, giving amounts and dates of delinquency:

(3). Seller to initial (i) or (ii) and complete as appropriate:

☒

(i). 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 is:

Name: marling Farms . Com

Address: _____

Telephone: _____

☐

(ii). No agent or officer is presently so authorized by the homeowners association.

(4). Seller to initial (i) or (ii) and complete as appropriate:

☐

(i). Seller has actual knowledge of: (Seller to initial all which apply)

☐ A. The existence of any unsatisfied judgments or pending lawsuits against the homeowners association: if (A) is initialed, explain: _____

☐ B. Any pending claims, covenant violations actions, or notices of default against the lot. If (B) is initialed, explain: _____



TS ☐

(ii). Seller has no actual knowledge of any of the items listed in (4)(i) above.

- (5). (i). Attached are copies of the following documents relating to the development and the homeowners association to which the Buyer shall become obligated upon becoming the owner of the lot: (Seller to initial all applicable items.)

TS ☐

A. Articles of incorporation;

TS ☐

B. Declaration of covenants and restrictions;

TS ☐

C. All recorded covenants and restrictions of the primary developments, and of other related developments to the extent reasonably available;

TS ☐

D. The bylaws and rules of the primary development, and other related developments to the extent reasonably available.

- (ii). Obligations contained in the attached copies of documents: (Seller to initial any applicable provision.)

A. Are TS ☐ or Are Not ☐ enforceable against an owner;

B. Are TS ☐ or Are Not ☐ enforceable against the owner's tenants.

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.

Seller hereby acknowledges that Seller has provided all information necessary to complete this Addendum, in compliance with the Act, and that Seller has reasonable grounds to believe and does believe, after reasonable investigation, that the information and statements herein provided to Buyer are true and that there is no omission to state a material fact necessary to make the statements not misleading.

[Signature] 9-24-24
Seller Date

Seller Date

Buyer hereby acknowledges that Buyer, on the date indicated below, has received all of the disclosures contained herein, including attachments as indicated, and that Seller has fully complied with the disclosure requirements of the Act.

Buyer Date

Buyer Date

RE/MAX Executive

PLEASE BE ADVISED THAT THERE ARE SCAMS WHICH INVOLVE COMPANIES CAPTURING INFORMATION FROM SOURCES UNKNOWN, WHICH COULD SEND AN E-MAIL THAT APPEARS TO EITHER BE FROM YOUR REAL ESTATE AGENT, TITLE COMPANY OR LENDER REQUESTING THAT YOUR WIRE/TRANSFER FUNDS TO AN ACCOUNT. **DO NOT COMPLY WITH EMAIL INSTRUCTIONS TO WIRE FUNDS!**

DURING YOUR REPRESENTATION WITH RE/MAX EXECUTIVE, YOU WILL **NEVER** BE ASKED ,VIA EMAIL, TO WIRE OR SEND FUNDS TO **ANYONE**, NOT EVEN THE TITLE COMPANY.

IF YOU RECEIVE AN EMAIL REQUEST TO WIRE FUNDS FROM ANYONE REGARDING A REAL ESTATE TRANSACTION, PLEASE CONTACT YOUR AGENT THAT YOU'RE WORKING WITH OR LENDER IMMEDIATELY USING A NUMBER GIVEN TO YOU PREVIOUSLY.

(BUYER)		(SELLER)	
(BUYER)		(SELLER)	

**NOTICE TO BUYER AND SELLER OF BUYER'S RIGHTS AND SELLER'S OBLIGATIONS UNDER
MARYLAND'S SINGLE FAMILY RESIDENTIAL PROPERTY CONDITION DISCLOSURE LAW**

ADDENDUM dated _____ to the Contract of Sale
between Buyer _____
and Seller **Lee Road LLC**
for Property known as **1340 Queen Anne Drive, Chester, MD 21619**

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 required permits were obtained for any improvements made to the property;
 - (x) Whether the smoke alarms:
 - 1. will provide an alarm in the event of a power outage;
 - 2. are over 10 years old; and
 - 3. if battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; and
 - (xi) If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.

"Latent defects" under Section 10-702 means material defects in real property or an improvement to real property that:

- (i) A buyer would not reasonably be expected to ascertain or observe by a careful visual inspection, and
- (ii) Would pose a threat to the health or safety of the buyer or an occupant of the property, including a tenant or invitee of the buyer;

OR

- (B) A written disclaimer statement providing that:
- (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.

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.

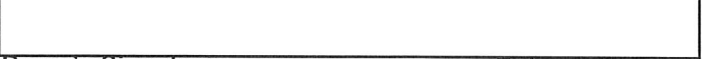
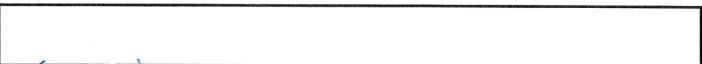
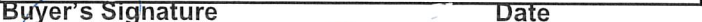
Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (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.

	
Buyer's Signature	Seller's Signature
	
Date	Date
	
Buyer's Signature	Seller's Signature
	
Date	Date
	
Agent's Signature	Agent's Signature
	
Date	Date

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 1340 Queen Anne Drive, Chester, MD 21619

Legal Description: _____

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, *Annotated Code of Maryland*, requires the seller of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the seller is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the seller. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §10-702:

1. The initial sale of single family residential real property:
 - A. that has never been occupied; or
 - B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
- (2) Would pose a direct threat to the health or safety of:
 - (i) the purchaser; or
 - (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO SELLERS: Complete and sign this statement only if you elect to disclose defects, including latent defects, or other information about the condition of the property actually known by you; otherwise, sign the Residential Property Disclaimer Statement. You may wish to obtain professional advice or inspections of the property; however, you are not required to undertake or provide any independent investigation or inspection of the property in order to make the disclosure set forth below. The disclosure is based on your personal knowledge of the condition of the property at the time of the signing of this statement.

NOTICE TO PURCHASERS: The information provided is the representation of the Sellers and is based upon the actual knowledge of Sellers as of the date noted. Disclosure by the Sellers is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Sellers as to the condition of the property of which the Sellers have no knowledge or other conditions of which the Sellers have no actual knowledge.

How long have you owned the property? _____

Property System: Water, Sewage, Heating & Air 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 _____ Age _____ ☐ 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: _____ 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: _____

8A. 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/hush button, which use long-life batteries as required in all Maryland Homes by 2018? ☐ Yes ☐ No
Comments: _____

9. Septic Systems: Is the septic system functioning properly? ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply
When was the system last pumped? Date: _____ ☐ Unknown
Comments: _____

10. Water Supply: Any problem with water supply? ☐ Yes ☐ No ☐ Unknown
Comments: _____

Home water treatment system: ☐ Yes ☐ No ☐ Unknown
Comments: _____

Fire sprinkler system: ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply
Comments: _____

Are the systems in operating condition? ☐ Yes ☐ No ☐ Unknown
Comments: _____

11. Insulation:
In exterior walls? ☐ Yes ☐ No ☐ Unknown
In ceiling/attic? ☐ Yes ☐ No ☐ Unknown
In any other areas? ☐ Yes ☐ No ☐ Unknown Where? _____
Comments: _____

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?
☐ Yes ☐ No ☐ Unknown
Comments: _____

Are gutters and downspouts in good repair? ☐ Yes ☐ No ☐ Unknown
Comments: _____

13. Wood-destroying insects: Any infestation and/or prior damage? ☐ Yes ☐ No ☐ Unknown

Comments: _____

Any treatments or repairs? ☐ Yes ☐ No ☐ Unknown

Any warranties? ☐ Yes ☐ No ☐ Unknown

Comments: _____

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property?

☐ Yes ☐ No ☐ Unknown

If yes, specify below

Comments: _____

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?

☐ Yes ☐ No ☐ Unknown

Comments: _____

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?

☐ Yes ☐ No ☐ Unknown

If yes, specify below

Comments: _____

16A. 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: _____

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: _____

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) _____ Date _____

Seller(s) _____ Date _____

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

Purchaser _____ Date _____

Purchaser _____ Date _____

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO SELLER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned seller(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The seller(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
- (2) Would pose a direct threat to the health or safety of:
 - (i) the purchaser; or
 - (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

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

Seller  Date 9-24-24

Seller _____ 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 _____



BAY AREA ASSOCIATION OF REALTORS®, INC.
LOCAL NOTICES - PUBLIC WORKS / WATER / SEWER ADDENDUM

GENERALLY, PUBLIC WORKS and HEALTH DEPARTMENT RECORDS on the property you intend to purchase are available for review. Important information including well and septic specification/regulations, on site well and septic survey reports, past or present violations or problems, and other potentially pertinent information is best obtained by the department of public works and department of health (or environmental health) serving the jurisdiction in which the property is located. Queen Anne's County Health Department at 410-758-2281, Department of Public Works at 410-758-0925 (<http://www.qac.org>); Kent County Health Department: 410-778-1350, Public Works: 410-778-7439; Caroline County Health Department: 410-479-8030. Public Works 410- 479-0520.

Buyers Initials _____/_____

Extension of Public Sewer and Water Service

Public sewer and/or water service may be extended to the community in which you intent to purchase property. The extension of said service could result substantial fees that would be assessed to property owners in the future. The only reliable source for such information concerning whether public sewer and/or water is planned for a community, as well as the timing and cost to property owners is the department of public works for the jurisdiction in which the property is located. Buyer(s), acknowledge and agree that they have not relied on their real estate Agent/Broker for information about the possible extension of public services (including timing and cost), and that the real estate Agent /Broker has advised the buyer to contact the department of public works prior to entering a contract. Of specific note is that Queen Anne's County has approved construction of sewer service to parts, but not all, of southern Kent Island, including Kent Island Estates and Romancoke. Information on service area, estimated fees, timing, etc is available at www.skisewer.com or by contacting the County at 443-262-4675.

Buyers Initials _____/_____

Septic System Disclosure and Release

In Queen Anne's County, certain areas have been identified as high potential for septic system failure. If the septic system fails, it could result in costly repairs, replacement or the installation of holding tank(s) requiring regular pump out. Furthermore, in Queen Anne's County the **Holding Tank Policy (4/1/2013)** could significantly limit the options for failing septic systems. This policy is available from the Queen Anne's County Health Department at 410-758-2281. Other Eastern Shore counties have their own programs for addressing failing septic systems, and should be contacted before purchasing property which is served by a septic system.

Buyer(s) acknowledge and agree that the real estate Agents/ Brokers involved in this transaction have not made any representations or advised you concerning the septic system, except as to where to seek governmental information or professional advice, and as such you release the real estate Agents/ Brokers from any liability relating to the property's septic system, including future failures. You are advised to have the septic system inspected by a qualified professional before completing any purchase transaction. Furthermore, while a qualified professional can provide a report on the current operating condition of the septic system, it is not a guarantee of future operation. *MD On-Site Sewage Disposal System Inspection Addendum (Form OSDS)* is recommended for inspection addendum to any contract.

Buyers Initials _____/_____

Well Water Disclosure and Release

Many individual on-site wells servicing a home or small business on the Eastern Shore of Maryland are drilled into the Aquia Aquifer. This aquifer has been associated with salt water intrusion and high levels of arsenic. The Aquia Aquifer is also associated with seasonal fluctuations in water table, resulting in well failures, particularly during the summer months. Tests for bacteria, salt water intrusion, arsenic and other water quality factors are available from certified inspectors and laboratories. Buyer(s) acknowledge and agree that the real estate Agents/ Brokers involved in this transaction have not made any representations or advised you concerning the on-site well serving the property except as to where to seek governmental information or professional advice, and as such you release the real estate Agents/ Brokers from any liability relating to the property's well, including future failures. Furthermore, a *MD Water Quality Addendum (Form WQA)* is recommended for inspection addendum to any contract.

Buyers Initials _____/_____

BUYERS' SIGNATURES: _____ (date: _____)



RIGHT TO FARM
REAL ESTATE TRANSFER DISCLOSURE STATEMENT

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN THE COUNTY OF
Queen Anne's County, STATE OF MARYLAND, DESCRIBED AS

1340 Queen Anne Drive

Address:

Chester, MD 21619

City

State

Zip

THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE Queen Annes COUNTY
RIGHT TO FARM LAW IN COMPLIANCE WITH THE CODE OF PUBLIC LOCAL LAWS OF QA.
COUNTY. THE RIGHT TO FARM LAW.

SELLERS 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.

P.A. COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the
P.A. County Right to Farm Law) 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), the use of irrigation, vibration, the storage and
disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides.

Q. 14. County has determined the 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.

Q. 17. 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 questions concerning this policy or the reconciliation committee, please contact the _____ County Planning Department for additional information.

T. L. S. 9-24-24
Seller Signature Date

Seller Signature

Date _____

Seller Signature Date

Seller Signature

Date _____

Buyer Signature Date

Buyer Signature

Date _____

Buyer Signature Date

Buyer Signature

Date _____

Form: RIGHTTOFARM—GENERIC January 2013

This form is the property of the Bay Area Association of REALTORS®, Inc. and may be used only by Realtors®.

Page 1 of 1

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

Property Address: 1340 Queen Anne Drive, Chester, MD 21619

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

FEDERAL LEAD WARNING STATEMENT: A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. 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-base 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 (initial (i) or (ii) below):
- (i) ☐ ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- ☐
- (ii) TS ☐ Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (initial (i) or (ii) below):
- (i) ☐ ☐ Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- ☐
- (ii) TS ☐ Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's/Tenant's Acknowledgment (initial)

- (c) ☐ ☐ Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.
- (d) ☐ ☐ Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home.
- (e) Buyer** has (initial (i) or (ii) below):
- (i) ☐ ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii) ☐ ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (f) ☒ Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

[Signature] 9-24-24
Seller/Landlord Date

 Buyer/Tenant Date

Seller/Landlord _____ Date _____

Buyer/Tenant _____ Date _____

Seller's/Landlord's Agent Date

Buyer's/Tenant's Agent _____ Date _____





MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

Property Address: 1340 Queen Anne Drive, Chester, MD 21619

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

1. Seller hereby discloses that the Property was constructed prior to 1978;

AND

The Property []/[] is or TTS [] is not registered in the Maryland Program (***Seller to initial applicable line***).

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (***Seller to initial applicable line***) []/[] has; or TTS [] has **not** occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full-risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

If such event has occurred, Seller (***Seller to initial applicable line***) []/[] will; OR []/[] will **not** perform the required treatment prior to transfer of title of the Property to Buyer.

ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. []/[] (BUYER)

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.

[Signature] 9-24-24
Seller Date

[]
Seller Date

[Signature]
Seller's Agent Date

[]
Buyer Date

[]
Buyer Date

[]
Buyer's Agent Date

