

Potomac

Homeplan & Features



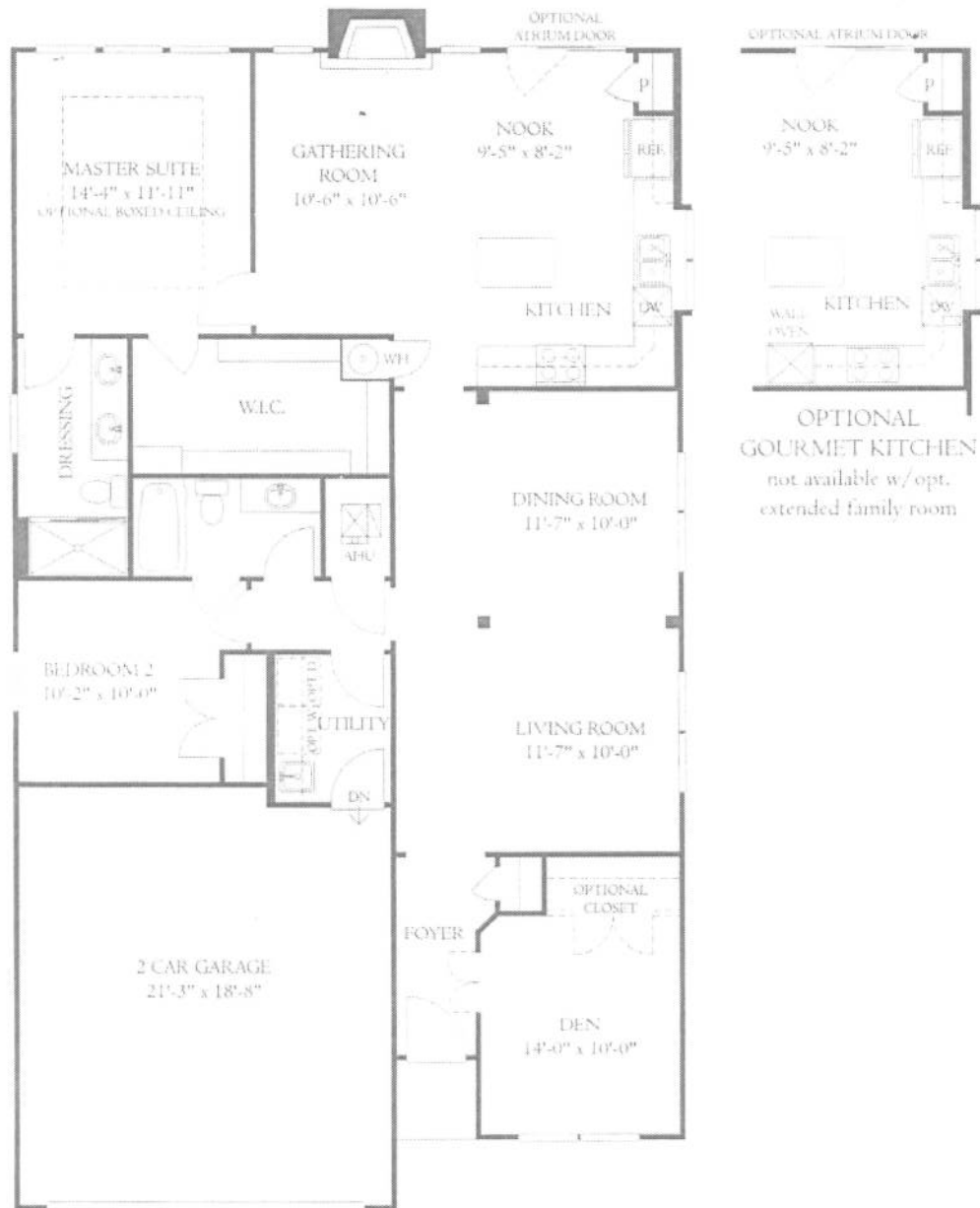
Elevation 2 *(Exterior light locations and trim features may vary. See salesperson for details.)*

Carroll Vista
by Del Webb

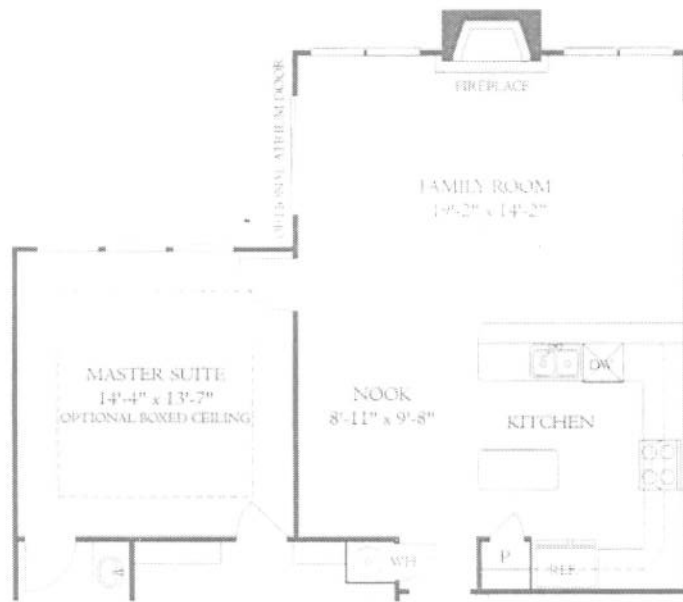


THE PULTE HOMES FAMILY™

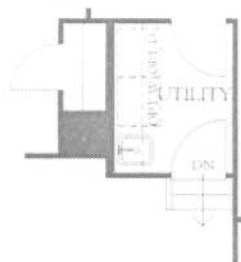
Potomac 1550 Livable Square Feet



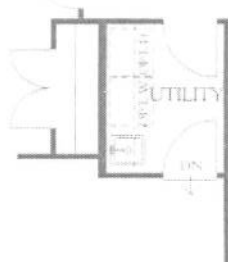
First Floor Plan



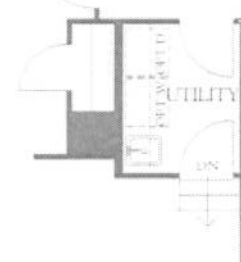
OPTIONAL EXTENDED FAMILY ROOM



PLAN WITH
OPTIONAL BASEMENT
AND LOFT



PLAN WITH
OPTIONAL LOFT



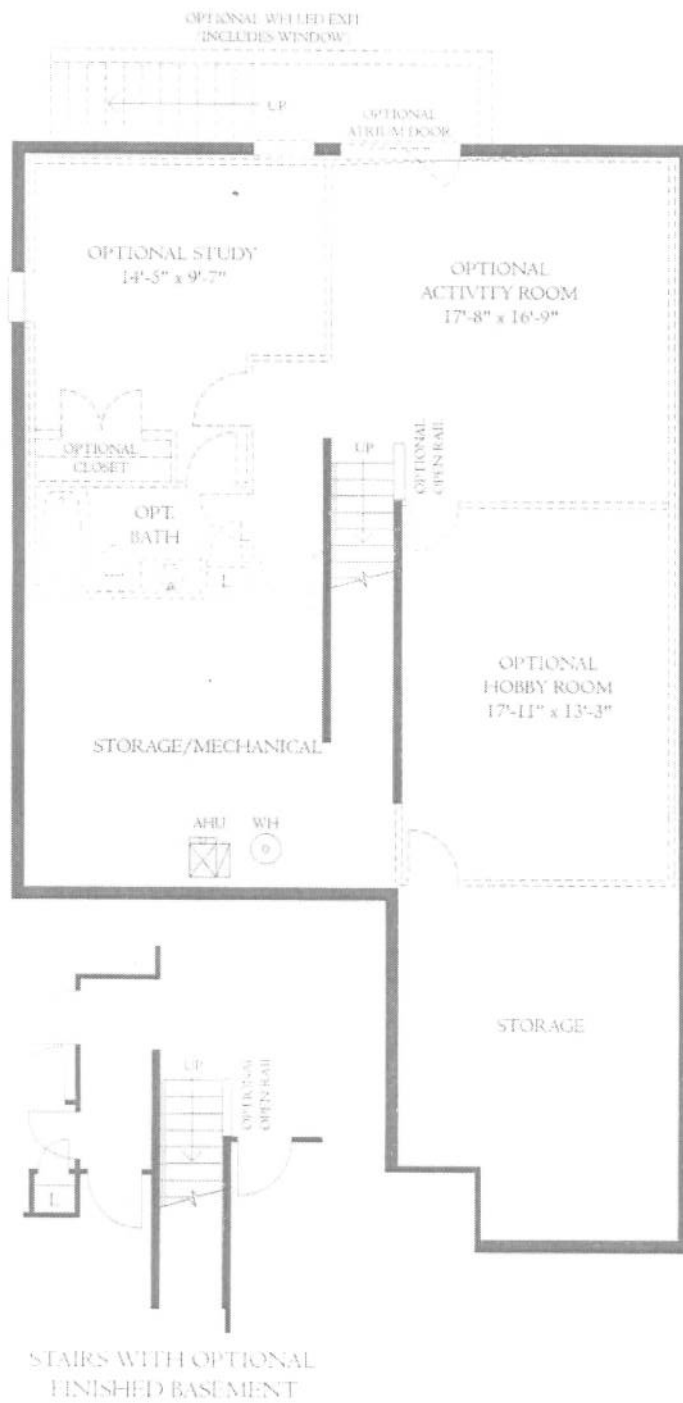
PLAN WITH
OPTIONAL BASEMENT

First Floor Partial Plans

Potomac 1550 Livable Square Feet



Optional Second Floor Plan



Optional Lower Level Plan



Elevation 1



Elevation 1 with Loft



Elevation 2



Elevation 2 with Loft



Elevation 3



Elevation 3 with Loft

Carroll Vista

by Del Webb

Taneytown, MD 21787

toll free 1-800-488-2671 web www.delwebb.com/carrollvista



Any dimensions or square footages are approximate. Seller reserves the right to make changes to any and all specifications, features and colors for the various homes offered for sale. Pricing and standard features are subject to change. Model homes contain some optional features not included in the base price of the home. Some decorative items in the models may not be available through seller. We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, or national origin. At least one resident must be 55 years of age or better, no one under 18 years of age in permanent residence and additional restrictions apply. Void where prohibited. ©2005 Pulte Home Corporation.



STATE OF MARYLAND

REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

At the Time of the First Scheduled Face to Face Contact with You, the Real Estate Licensee Who is Assisting You is Required by Law to Provide this Notice to You. This Notice is Not a Contract or Agreement and Creates No Obligation on Your Part.

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

In this form "seller" includes "landlord"; "buyer" includes "tenant" and "purchase" or "sale" includes "lease"

Agents Who Represent the Seller

Seller's Agent: A seller's agent works for the real estate company that lists and markets the property for the sellers and exclusively represents the sellers. That means that the Seller's agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the sellers.

Cooperating Agent: A cooperating agent works for a real estate company different from the company for which the seller's agent works. The cooperating agent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the sellers.

If you are viewing a property listed by the company with whom the agent accompanying you is affiliated, and you have not signed a "Consent for Dual Agency" form, that agent is representing the seller

Agents Who Represent the Buyer

Presumed Buyer's Agent (no written agreement): When a person goes to a real estate agent for assistance in finding a home to purchase, the agent is presumed to be representing the buyer and can show the buyer properties that are *NOT* listed by the agent's real estate company. A presumed buyer's agent may *not* make or prepare an offer or negotiate a sale for the buyer. The buyer does *not* have an obligation to pay anything to the presumed agent.

If for any reason the buyer does not want the agent to represent him or her as a presumed agent, either *initially* or *at any time*, the buyer can decline or terminate a presumed agency relationship simply by saying so.

Buyer's Agent (by written agreement): A buyer may enter into a written contract with a real estate agent which provides that the agent will represent the buyer in locating a property to buy. The agent is then known as the buyer's agent. That agent assists the buyer in evaluating properties and preparing offers, and negotiates in the best interests of the buyer. The agent's fee is paid according to the written agreement between the agent and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement before a contract offer can be prepared.

Dual Agents

The possibility of **dual agency** arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate broker or the broker's designee, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

If both seller and buyer agree to dual agency by signing a Consent For Dual Agency form, then the "dual agent" (the broker or the broker's designee) will assign one agent to represent the seller (the seller's "intra-company agent") and another agent to represent the buyer (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as exclusive seller's or buyer's agents, including advising their clients as to price and negotiation strategy, provided the clients have both consented to be represented by dual agency.

If either party does not agree to dual agency, the real estate company must withdraw the agency agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate company. If the buyer's agreement is terminated, the buyer may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a cooperating agent from another company.

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling or buying property:

>Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.

>Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.

>All agreements with real estate brokers and agents should be in writing and should explain the duties and obligations of both the broker and the agent. The agreement should explain how the broker and agent will be paid and any fee-sharing agreements with other brokers and agents.

>You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate agent is qualified to advise you on real estate matters only.

If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate agent may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6206.

We, the ☒ Sellers/Landlord ☐ Buyers/Tenants acknowledge receipt of a copy of this disclosure and that Long & Foster Real Estate, Inc. (firm name)

and Stephanie Myers (salesperson) are working as:

(you may check more than one box but not more than two)

- ☒ seller/landlord's agent
☐ co-operating agent
☐ buyer's/tenant's agent
☒ intra-company agent/dual agent (CHECK BOX ONLY IF CONSENT FOR DUAL AGENCY FORM HAS BEEN SIGNED)

Daniel B. Jordan 4-2-2014
Signature (Date)

Carl H. Jordan 4/2/2014
Signature (Date)

I certify that on this date I made the required agency disclosure to the individuals identified below and they were **unable or unwilling** to acknowledge receipt of a copy of this disclosure statement.

Name of Individual to whom disclosure was made

Name of Individual to whom disclosure was made

Agent's Signature

(Date)



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 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 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") will 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 may provide the same services to their clients as an exclusive seller's or buyer's agent, including advising their clients as to price and negotiation strategy.
2. **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's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer's agreement is terminated, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a cooperating agent from another company. Alternatively, the buyer may choose to enter into a written buyer agency 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

Long & Foster Real Estate, Inc. act as a Dual Agent for me as the
(Firm Name)

DDG/CXG Seller in the sale of the property at: 815 Horseshoe Lane Lot 188 Taneytown, MD 21787.

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

L. Daniel L. Jorden 4-2-2014
Signature Date

Carol H. Jorden 4/2/14
Signature Date

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

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

815 Horseshoe Lane Lot 188 Taneytown, MD 21787
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



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

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

ADDENDUM # _____ dated 04/01/14 to Exclusive Right to Sell Brokerage Agreement

between Seller(s) Daniel G Jordan Carol H Jordan

and Broker _____

for Property known as 815 Horseshoe Lane Lot 188 Taneytown, MD 21787

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

INCLUDED

- ☐ Alarm System
- ☒ Built-in Microwave
- ☒ Ceiling Fan(s) # 3
- ☐ Central Vacuum
- ☒ Clothes Dryer
- ☒ Clothes Washer
- ☐ Cooktop
- ☒ Dishwasher
- ☐ Drapery/Curtain Rods
- ☐ Draperies/Curtains
- ☐ Electronic Air Filter

INCLUDED

- ☒ Exhaust Fan(s) # 3
- ☒ Exist. W/W Carpet
- ☐ Fireplace Screen/Doors
- ☐ Freezer
- ☐ Furnace Humidifier
- ☒ Garage Opener(s) # 1
- ☐ w/remote(s) # 2
- ☒ Garbage Disposer
- ☐ Hot Tub, Equip. & Cover
- ☐ Intercom
- ☐ Playground Equipment

INCLUDED

- ☐ Pool, Equip. & Cover
- ☒ Refrigerator(s) # 1
- ☒ w/ice maker
- ☒ Satellite Dish
- ☒ Screens
- ☒ Shades/Blinds
- ☐ Storage Shed(s) # _____
- ☒ Storm Doors
- ☐ Storm Windows
- ☒ Stove or Range
- ☐ T.V. Antenna

INCLUDED

- ☐ Trash Compactor
- ☐ Wall Oven(s) # _____
- ☐ Water Filter
- ☐ Water Softener
- ☐ Window A/C Unit(s) # _____
- ☐ Window Fan(s) # _____
- ☐ Wood Stove

ADDITIONAL INCLUSIONS (Specify): _____

EXCLUSIONS (Specify): _____

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

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

Daniel G Jordan 4-2-2014
Owner Daniel G Jordan Date

Carol H Jordan 4/2/2014
Owner Carol H Jordan Date

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 815 Horseshoe Lane Lot 188 Taneytown 21787
 Legal Description: _____

NOTICE TO SELLER AND PURCHASER

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

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

1. The initial sale of single family residential 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 sale under §13-207(11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender, or an affiliate or subsidiary of a lender, that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family Residential Real Property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

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

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

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

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

How long have you owned the property? 6 1/2 years

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

Water Supply	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Well	<input type="checkbox"/> Other _____
Sewage Disposal	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Septic System approved for _____ (# bedrooms)	Other Type _____
Garbage Disposal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Dishwasher	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Heating	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump Age <u>6 1/2</u> <input checked="" type="checkbox"/> Other <u>Propane</u>
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric <input type="checkbox"/> Heat Pump Age <u>6 1/2</u> <input type="checkbox"/> Other _____
Hot Water	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric Capacity _____ Age <u>6 1/2</u> <input checked="" type="checkbox"/> Other <u>Propane</u>

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: _____
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 detectors provide an alarm in the event of a power outage? ☒ Yes ☐ No
Are the smoke detectors 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 ☐ 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 zone 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: The only improvement was screened porch; permits were obtained

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 Homeowners Association or any other type of community association?

☒ Yes ☐ No ☐ Unknown If yes, specify below.

Comments: HOA/condo association

19. Are there any other material defects affecting the physical condition of the property?

☐ Yes ☒ No ☐ Unknown

Comments: _____

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

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

Owner Daniel S. Jordan Date 4-2-2014

Owner Carol H. Jordan Date 4/2/2014

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

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

The owner(s) has actual knowledge of the following latent defects: _____

Owner _____ Date _____

Owner _____ Date _____

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

Purchaser _____ Date _____

Purchaser _____ Date _____



Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards SALES

For the sale of Property at: 815 Horseshoe Lane Lot 188
Taneytown, MD 21787

I. SELLER REPRESENTS AND WARRANTS TO LONG & FOSTER, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (each Seller initial ONE of the following and state Year Constructed):

DSJ CH Property (all portions) was constructed after January 1, 1978. (If initialed, complete section V only.) Year Constructed: 2007
____ Property (any portion) was constructed before January 1, 1978. (If initialed, complete all sections.)
____ Seller is unable to represent and warrant the age of the property. (If initialed, complete all sections.)

SELLER AGREES TO COMPLY WITH REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992.

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. 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 of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards.

A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

II. Seller's Disclosure (each Seller complete items 'a' and 'b' below)

a. Presence of lead-based paint and/or lead-based paint hazards (initial and complete (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

(ii) _____ Seller 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 and complete (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

III. Purchaser's Acknowledgment (each Purchaser initial and complete items c, d, e and f below)

c. _____ Purchaser has read the Lead Warning Statement above.

d. _____ Purchaser has received copies of all information listed above. ☐ (If none listed, check here.)

e. _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

f. Purchaser has (each Purchaser 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.

(ii) _____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

IV. Agent's Acknowledgment (initial item 'g' below)

g. _____ Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

V. 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.

David S. Jordan 4/2/2014
Seller Date
Carol H. Jordan 4/2/2014
Seller Date
Stephanie J. Jordan 4/1/14
Agent Date

Purchaser Date

Purchaser Date

Agent 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 NUMBER _____ DATED 04/01/14 TO CONTRACT OF SALE
BUYER(S): _____
SELLER(S): Daniel G Jordan, Carol H Jordan
PROPERTY: 815 Horseshoe Lane Lot 188 Taneytown, MD 21787

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; land
- (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



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Buyer /

Page 1 of 2 10/13

Seller DGJ, CHJ



(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.

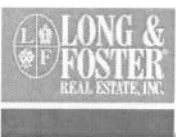
You should review the MHAA information carefully to ascertain your rights, responsibilities, and obligations within the development.

Buyer Date

 4-2-2014
Seller Daniel G. Jordan Date

Buyer Date

 4/2/2014
Seller Carol H. Jordan Date



HOMEOWNERS ASSOCIATION DISCLOSURE ADDENDUM

HOMEOWNERS ASSOCIATION DISCLOSURE ADDENDUM to Listing Contract Dated 04/01/14

815 Horseshoe Lane Lot 188

Property Address ("The Property") (Enter Street Address above)

Taneytown, CARROLL

Location, Post Office Name or City or County (Enter Location above)

Situated in the State of **Maryland**

21787

Zip Code (Enter Zip Code)

- Is this property located in a development subject to a recorded instrument authorizing mandatory fees or assessments by a Homeowners Association?
☒ Yes ☐ No Owner's Initials DJ/CHJ If Yes, Please complete 2, 3 and 4 below:
- The current monthly fees or assessments imposed by the Homeowners Association are \$ _____
 - The total amount of fees, assessments and other charges imposed on the subject property during the previous fiscal year of the Homeowners Association was \$ _____
 - Presently, there are delinquent fees, assessments or other charges amounting to \$ _____
 (If none, so Indicate) in connection with the subject property.
- The name, address and telephone number of the Homeowners Association or the authorized agent or the officer is:
Carroll Vista Community Assoc % Community Management Corp
P.O. Box 10821
Chantilly, VA 20153-0821
 Indicate none if no agent or officer is presently authorized by the Homeowners Association.
- Are there any unsatisfied judgments or pending lawsuits against the Homeowners Association in existence?
☐ Yes ☒ No Owner's Initials DJ/CHJ If Yes, Please describe: _____
 - Are there any pending claims, covenant violations, actions or notices of default against the property.
☐ Yes ☒ No Owner's Initials DJ/CHJ If Yes, Please describe: _____
- I am aware as the seller that if my property should come under the Maryland Homeowners Association Act, Title 11 B of the Real Property Article, Annotated Code of Maryland (1974 Ed., as amended) that I must supply to the purchaser a copy of the declaration and all covenants, restrictions, rules, and regulation, if applicable, relating to the development and the Homeowner Association to which the purchaser shall become obligated upon becoming the owner of the property. Seller acknowledges that the obligations imposed by the aforelisted documents are enforceable against the owner and the owner's tenant, if any.
 In the event of any substantial and material amendments to the information and documents provided above, the Buyer shall have three (3) days after receipt thereof, to rescind this contract, at which time the deposit will be returned in full and the contract shall become null and void.

Seller agrees to notify listing agent of any of the above changes. Owner's Initials DJ/CHJ

Seller acknowledges that he/she/they agrees to indemnify and hold harmless broker and any agents or employees of broker for any losses resulting from any act or omission by any party not in compliance with the Maryland Home Owners Association Act.

 Authorized Agent of Listing Broker

Daniel S. Jordan
 Owner

4-2-2014
 Date

Carol H. Jordan
 Owner

4-2-2014
 Date



LF1392

Long & Foster® Real Estate, Inc., Listing Broker





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 NUMBER _____ DATED 04/01/14 TO CONTRACT OF SALE
BUYER(S): _____
SELLER(S): Daniel G Jordan, Carol H Jordan
PROPERTY: 815 Horseshoe Lane Lot 188 Taneytown, MD 21787

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
\$ 180 per month.

(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:

\$ \$2244 for 2013 (\$187 X 12 months)

(iii). The fees, assessments, or other charges imposed by the homeowners association against the lot are _____ or are not DDJ/CHJ (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:

DDJ/CHJ (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: Community Management Corp

Address: P.O. Box 10821, Chantilly, VA 20153-0821

Telephone: 703-631-7200

____ (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:



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Buyer I

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Seller

DDJ/CHJ



DDJ/CJG (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.)

- DDJ/CJG A. Articles of incorporation;
DDJ/CJG B. Declaration of covenants and restrictions;
DDJ/CJG C. All recorded covenants and restrictions of the primary developments, and of other related developments to the extent reasonably available;
DDJ/CJG 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 DDJ/CJG or Are Not _____ enforceable against an owner;

B. Are DDJ/CJG 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.

Daniel G. Jordan 4-2-2014
 Seller Daniel G Jordan Date

Carol H. Jordan
 Seller Carol H Jordan 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



CONDOMINIUM RESALE DISCLOSURE AND TRANSMITTAL OF DOCUMENTS FROM SELLER AS UNIT OWNER

ADDENDUM/AMENDMENT # _____ dated **04/01/14** to Contract of Sale
 between Buyer(s): _____
 and Seller(s): **Daniel G Jordan**, **Carol H Jordan**
 for Property known as: **815 Horseshoe Lane Lot 188 Taneytown, MD 21787**
 Condominium Unit # _____ Building # _____ Section/Regime
 # _____, in _____ Condominium
 Association.

PART ONE

NOTICE: This notice applies where the condominium project contains seven (7) units or more. Seller ("Unit Owner") is required by law to furnish to buyer(s) not later than fifteen (15) days prior to closing certain information concerning the condominium, which is described in Section 11-135 of the Maryland Condominium Act (Real Property Article, Annotated Code of Maryland, Section 11-101 et. seq.) This information must include the following, which is attached hereto and made a part hereof.

1. A copy of the Declaration (condominium plat not required).
2. A copy of the Bylaws.
3. A copy of the Rules or Regulations of the Condominium.
4. A certificate from the Council of Unit Owners which includes the information required under Section 11-135(a)(4).
5. The unit owner states:
 - a) I have _____, do not have 04/01/14 knowledge of any alteration to the unit or to the limited common elements assigned to the unit violates any provision of the Declaration, Bylaws, or Rules and Regulations; or
 - b) I have _____, do not have 04/01/14 knowledge of any violation of the health or building codes with respect to the unit or to the limited common elements assigned to the unit; or
 - c) I have _____, do not have 04/01/14 knowledge that the unit is subject to an extended lease under Section 11-137 of this title or under local law. If so, a copy of the lease is be provided.
6. A written notice of the unit owner's responsibility for the Council of Unit Owners' property insurance deductible and the amount of the deductible.

PART TWO

NOTICE: This notice applies where the condominium project contains six (6) units or less. Seller is required by law to furnish to buyer(s) not later than fifteen (15) days prior to closing certain information concerning the condominium, which is described in Section 11-135 of the Maryland Condominium Act. This information must include the following:

1. A copy of the Declaration (other than the plats);
2. A copy of the Bylaws;
3. A copy of the Rules or Regulations of the Condominium; and
4. A statement by unit owner of his expenses relating to the common elements during the preceding twelve (12) months.
5. A written notice of the unit owner's responsibility for the Council of Unit Owners' property insurance deductible and the amount of the deductible.

The brokers and agents negotiating this sale assume and accept no responsibility for any representations made in any resale certificate provided in accordance with the Maryland Condominium Act, and by the execution of this Contract of Sale, both Buyer and Seller agree to indemnify, defend, protect and hold harmless

the brokers and agents negotiating this contract from any claim demand, suit, cause of action or matter or thing whatsoever arising out of the issuance of any resale certificate.

This Addendum/Amendment is considered part of Contract of Sale and of equal force and effect as all other terms and conditions which otherwise remain the same. This is a legally binding document. If not understood, seek competent legal advice.

BUYER MAY, AT ANY TIME WITHIN 7 DAYS FOLLOWING RECEIPT OF ALL THIS INFORMATION, RESCIND IN WRITING THE CONTRACT OF SALE, WITHOUT STATING A REASON AND WITHOUT ANY LIABILITY ON BUYERS' PART. UPON RECISSION, BUYER IS ENTITLED TO THE RETURN OF ANY DEPOSIT MADE ON ACCOUNT OF THE CONTRACT. THE RETURN OF ANY DEPOSITS HELD IN TRUST BY A LICENSED REAL ESTATE BROKER TO BUYER SHALL COMPLY WITH THE PROCEDURES SET FORTH SECTION 17-505 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE MARYLAND CODE. ONCE THE SALE IS CLOSED, BUYER'S RIGHT TO CANCEL THIS CONTRACT IS TERMINATED.

Buyer Date

Buyer Date

David S. Jordan 4-2-2014
Seller Date

Carol H. Jordan 4-2-2014
Seller Date



CONDOMINIUM RESALE NOTICE

ADDENDUM/AMENDMENT # _____ dated **04/01/14** to Contract of Sale
between Buyer(s): _____
and Seller(s): **Daniel G Jordan**, **Carol H Jordan**
for Property known as: **815 Horseshoe Lane Lot 188 Taneytown, MD 21787**
Condominium Unit # _____ Building # _____ Section/Regime # _____, in
_____ Condominium Association.

PART ONE

NOTICE: This notice applies where the condominium project contains seven (7) units or more. Seller ("unit owner") is required by law to furnish to buyer(s) not later than fifteen (15) days prior to closing certain information concerning the condominium, which is described in Section 11-135 of the Maryland Condominium Act (Real Property Article, Annotated Code of Maryland, Section 11-101 et. seq.). This information must include the following:

1. A copy of the Declaration (condominium plat not required).
2. A copy of the Bylaws.
3. A copy of the Rules or Regulations of the Condominium.
4. A certificate from the Council of Unit Owners which includes:
 - a) A statement disclosing the effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the unit, other than any restraint created by the unit owner;
 - b) A statement of the amount of the monthly common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling unit owner;
 - c) A statement of any other fees payable by unit owners to the Council of Unit Owners;
 - d) A statement of any capital expenditures approved by the Council of Unit Owners or its authorized designee planned at the time of the conveyance which are not reflected in the current operating budget included in the certificate;
 - e) The most recent regularly prepared balance sheet and income expense statement, if any, of the condominium;
 - f) The current operating budget of the condominium, including details concerning the amount of the reserve fund for repair and replacement of its intended use, or a statement that there is no reserve fund;
 - g) A statement of any judgments against the condominium and the status of any pending suits to which the Council of Unit Owners is a party;
 - h) A statement generally describing any insurance policies provided for the benefit of unit owners, a notice that the policies are available for inspection stating the location at which they are available, and a notice that the terms of the policy prevail over the general description;
 - i) A statement as to whether the Council of Unit Owners' Board has knowledge that any alteration or improvement to the unit or to the limited common elements assigned thereto violates any provision of the Declaration, Bylaws or Rules or Regulations.
 - j) A statement as to whether the Council of Unit Owners' Board has knowledge of any violation of the health or building codes with respect to the unit, the limited common elements assigned thereto, or any other portion of the condominium;
 - k) A statement of the remaining term of any leasehold estate affecting the condominium and the provisions governing any extension or renewal thereof;
 - l) A description of any recreational or other facilities which are to be used by the unit owners or maintained by them or the Council of Unit Owners, and a statement as to whether or not they are to be part of the common elements.
5. A statement by the unit owner as to whether the unit owner has knowledge:
 - a) That any alteration to the unit or to the limited common elements assigned to the unit violates any provision of the Declaration, Bylaws, or Rules and Regulations; and
 - b) Of any violation of the health or building codes with respect to the unit or to the limited common elements assigned to the unit.



Buyer _____ / _____

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Seller *[Signature]*



- c) The unit is subject to an extended lease under Section 11-137 of the Maryland Condominium Act or under local law and, if so, a copy of the lease must be provided.
6. A written notice of the unit owner's responsibility for the Council of Unit Owners' property insurance deductible and the amount of the deductible.

PART TWO

NOTICE: This notice applies where the condominium project contains six (6) units or less. Seller is required by law to furnish to buyer(s) not later than fifteen (15) days prior to closing certain information concerning the condominium, which is described in Section 11-135 of the Maryland Condominium Act. This information must include the following:



1. A copy of the Declaration (other than the plats);
2. A copy of the Bylaws;
3. A copy of the Rules or Regulations of the Condominium; and
4. A statement by Seller of his expenses relating to the common elements during the preceding twelve (12) months.
5. A written notice of the unit owner's responsibility for the Council of Unit Owners' property insurance deductible and the amount of the deductible.

The brokers and agents negotiating this sale assume and accept no responsibility for any representations made in any resale certificate provided in accordance with the Maryland Condominium Act, and by the execution of this Contract of Sale, both Buyer and Seller agree to indemnify, defend, protect and hold harmless the brokers and agents negotiating this contract from any claim demand, suit, cause of action or matter or thing whatsoever arising out of the issuance of any resale certificate.

This Addendum/Amendment is considered part of Contract of Sale and of equal force and effect as all other terms and conditions which otherwise remain the same. This is a legally binding document. If not understood, seek competent legal advice.

BUYER MAY, AT ANY TIME WITHIN 7 DAYS FOLLOWING RECEIPT OF ALL THIS INFORMATION, RESCIND IN WRITING THE CONTRACT OF SALE, WITHOUT STATING A REASON AND WITHOUT ANY LIABILITY ON BUYERS' PART. UPON RECISSION, BUYER IS ENTITLED TO THE RETURN OF ANY DEPOSIT MADE ON ACCOUNT OF THE CONTRACT. THE RETURN OF ANY DEPOSITS HELD IN TRUST BY A LICENSED REAL ESTATE BROKER TO BUYER SHALL COMPLY WITH THE PROCEDURES SET FORTH SECTION 17-505 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE MARYLAND CODE. ONCE THE SALE IS CLOSED, BUYER'S RIGHT TO CANCEL THIS CONTRACT IS TERMINATED.

_____	_____
Buyer	Date
_____	_____
Buyer	Date

	<u>4-2-2014</u>
Seller	Date
	<u>4-2-2014</u>
Seller	Date



RESALE OF CONDOMINIUM UNIT ACKNOWLEDGMENT
RECEIPT OF INFORMATION REQUIRED BY SECTION 11-135 OF
THE MARYLAND CONDOMINIUM ACT

ADDENDUM/AMENDMENT # _____ dated **04/01/14** to Contract of Sale
between Buyer(s): _____,
and Seller(s): **Daniel G Jordan**, **Carol H Jordan**
for Property known as: **815 Horseshoe Lane Lot 188 Taneytown MD 21787**
Condominium Unit # _____ Building # _____ Section/Regime # _____, in
_____ Condominium Association.

BUYER ACKNOWLEDGES DELIVERY OF THE FOLLOWING ITEMS, NOT LATER THAN FIFTEEN (15) DAYS PRIOR TO CLOSING, AS REQUIRED BY SECTION 11-135 OF THE MARYLAND CONDOMINIUM ACT (THE REAL PROPERTY ARTICLE, ANNOTATED CODE OF MARYLAND, SECTION 11-101 ET. SEQ.):

PART ONE

If Condominium project contains seven (7) units or more:

1. A copy of the Declaration (condominium plat not required).
2. A copy of the Bylaws.
3. A copy of the Rules or Regulations of the Condominium.
4. A certificate from the Council of Unit Owners which includes:
 - a) A statement disclosing the effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the unit, other than any restraint created by the unit owner;
 - b) A statement of the amount of the monthly common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling unit owner;
 - c) A statement of any other fees payable by unit owners to the Council of Unit Owners;
 - d) A statement of any capital expenditures approved by the Council of Unit Owners or its authorized designee planned at the time of the conveyance which are not reflected in the current operating budget included in the certificate;
 - e) The most recent regularly prepared balance sheet and income expense statement, if any, of the condominium;
 - f) The current operating budget of the condominium, including details concerning the amount of the reserve fund for repair and replacement of its intended use, or a statement that there is no reserve fund;
 - g) A statement of any judgments against the condominium and the status of any pending suits to which the Council of Unit Owners is a party;
 - h) A statement generally describing any insurance policies provided for the benefit of unit owners, a notice that the policies are available for inspection stating the location at which they are available, and a notice that the terms of the policy prevail over the general description;
 - i) A statement as to whether the Council of Unit Owners' Board has knowledge that any alteration or improvement to the unit or to the limited common elements assigned thereto violates any provision of the Declaration, Bylaws or Rules or Regulations;
 - j) A statement as to whether the Council of Unit Owners' Board has knowledge of any violation of the health or building codes with respect to the unit, the limited common elements assigned thereto, or any other portion of the condominium;
 - k) A statement of the remaining term of any leasehold estate affecting the condominium and the provisions governing any extension or renewal thereof;
 - l) A description of any recreational or other facilities which are to be used by the unit owners or maintained by them or the Council of Unit Owners, and a statement as to whether or not they are to be part of the common elements.

5. A statement by the Seller ("unit owner") as to whether the unit owner has knowledge:

- a) That any alteration to the unit or to the limited common elements assigned to the unit violates any provision of the Declaration, Bylaws, or Rules and Regulations; and
- b) Of any violation of the health or building codes with respect to the unit or to the limited common elements assigned to the unit.
- c) That the unit is subject to an extended lease under Section 11-137 of the Maryland Condominium Act or under local law and, if so, a copy of the lease must be provided.

6. A written notice of the unit owner's responsibility for the Council of Unit Owners' property insurance deductible and the amount of the deductible.

PART TWO

If Condominium project contains six (6) units or less:

- 1. A copy of the Declaration (other than the plats);
- 2. A copy of the Bylaws;
- 3. A copy of the Rules or Regulations of the Condominium; and
- 4. A statement by Seller of his expenses relating to the common elements during the preceding twelve (12) months.
- 5. A written notice of the unit owner's responsibility for the Council of Unit Owners' property insurance deductible and the amount of the deductible.

BUYER MAY, AT ANY TIME WITHIN 7 DAYS FOLLOWING RECEIPT OF ALL THIS INFORMATION, RESCIND IN WRITING THE CONTRACT OF SALE, WITHOUT STATING A REASON AND WITHOUT ANY LIABILITY ON BUYERS' PART. UPON RECISSION, BUYER IS ENTITLED TO THE RETURN OF ANY DEPOSIT MADE ON ACCOUNT OF THE CONTRACT. THE RETURN OF ANY DEPOSITS HELD IN TRUST BY A LICENSED REAL ESTATE BROKER TO BUYER SHALL COMPLY WITH THE PROCEDURES SET FORTH SECTION 17-505 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE MARYLAND CODE. ONCE THE SALE IS CLOSED, BUYER'S RIGHT TO CANCEL THIS CONTRACT IS TERMINATED.

Buyer

Date

Buyer

Date