



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 10-4-11 to Exclusive Right to Sell Brokerage Agreement dated _____, between Owner(s) Patricia Lynch, and Broker ReMax Realty Group Bonnie Winkler 2594 Vance Dr for Property known as Mount Airy, MD 21771

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

- | | | | |
|---|--|--|---|
| INCLUDED | INCLUDED | INCLUDED | INCLUDED |
| <input checked="" type="checkbox"/> Alarm System | <input checked="" type="checkbox"/> Exhaust Fan(s) # _____ | <input type="checkbox"/> Pool, Equip. & Cover | <input type="checkbox"/> Trash Compactor |
| <input type="checkbox"/> Built-in Microwave | <input checked="" type="checkbox"/> Exist. W/W Carpet | <input checked="" type="checkbox"/> Refrigerator(s) # <u>1</u> | <input type="checkbox"/> Wall Oven(s) # _____ |
| <input checked="" type="checkbox"/> Ceiling Fan(s) # <u>4</u> | <input type="checkbox"/> Fireplace Screen/Doors | <input checked="" type="checkbox"/> w/ice maker <u>as is</u> | <input checked="" type="checkbox"/> Water Filter |
| <input type="checkbox"/> Central Vacuum | <input type="checkbox"/> Freezer | <input checked="" type="checkbox"/> Satellite Dish | <input type="checkbox"/> Water Softener |
| <input checked="" type="checkbox"/> Clothes Dryer | <input type="checkbox"/> Furnace Humidifier | <input checked="" type="checkbox"/> Screens | <input type="checkbox"/> Window A/C Unit(s) # _____ |
| <input checked="" type="checkbox"/> Clothes Washer | <input type="checkbox"/> Garage Opener(s) # _____ | <input checked="" type="checkbox"/> Shades/Blinds | <input type="checkbox"/> Window Fan(s) # _____ |
| <input type="checkbox"/> Cooktop | <input type="checkbox"/> w/remote(s) # _____ | <input type="checkbox"/> Storage Shed(s) # _____ | <input type="checkbox"/> Wood Stove |
| <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> Garbage Disposer | <input checked="" type="checkbox"/> Storm Doors | |
| <input checked="" type="checkbox"/> Drapery/Curtain Rods | <input type="checkbox"/> Hot Tub, Equip. & Cover | <input type="checkbox"/> Storm Windows | |
| <input checked="" type="checkbox"/> Draperies/Curtains | <input type="checkbox"/> Intercom | <input checked="" type="checkbox"/> Stove or Range | |
| <input type="checkbox"/> Electronic Air Filter | <input type="checkbox"/> Playground Equipment | <input type="checkbox"/> T.V. Antenna | |

ADDITIONAL INCLUSIONS (Specify): Pellet stove

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 _____

Patricia A. Lynch 10/4/11
Owner Date
Patricia Lynch

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 2594 Vance Dr, Mount Airy, MD 21771

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 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 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?

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

Water Supply [] Public [X] Well [] Other
Sewage Disposal [] Public [X] Septic System approved for (# bedrooms)
Garbage Disposal [] Yes [] No
Dishwasher [X] Yes [] No
Heating [] Oil [] Natural Gas [] Electric [X] Heat Pump Age 2008 [] Other
Air Conditioning [] Oil [] Natural Gas [] Electric [X] Heat Pump Age 2008 [] Other
Hot Water [] Oil [] Natural Gas [X] Electric Capacity 60 gal. Age Aug. 2011 [] 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: *Family room heated by pellet stove*
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: *Not the basement*
Is the system in operating condition? Yes No Unknown Does Not Apply
Comments: _____
8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?
 Yes No Unknown
Comments: _____
Will the smoke detectors provide an alarm in the event of a power outage? Yes No Does Not Apply
Comments: _____
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: *In line filter.*
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? *Basement walls*
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: _____

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: 100 foot flood plain along creek

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

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

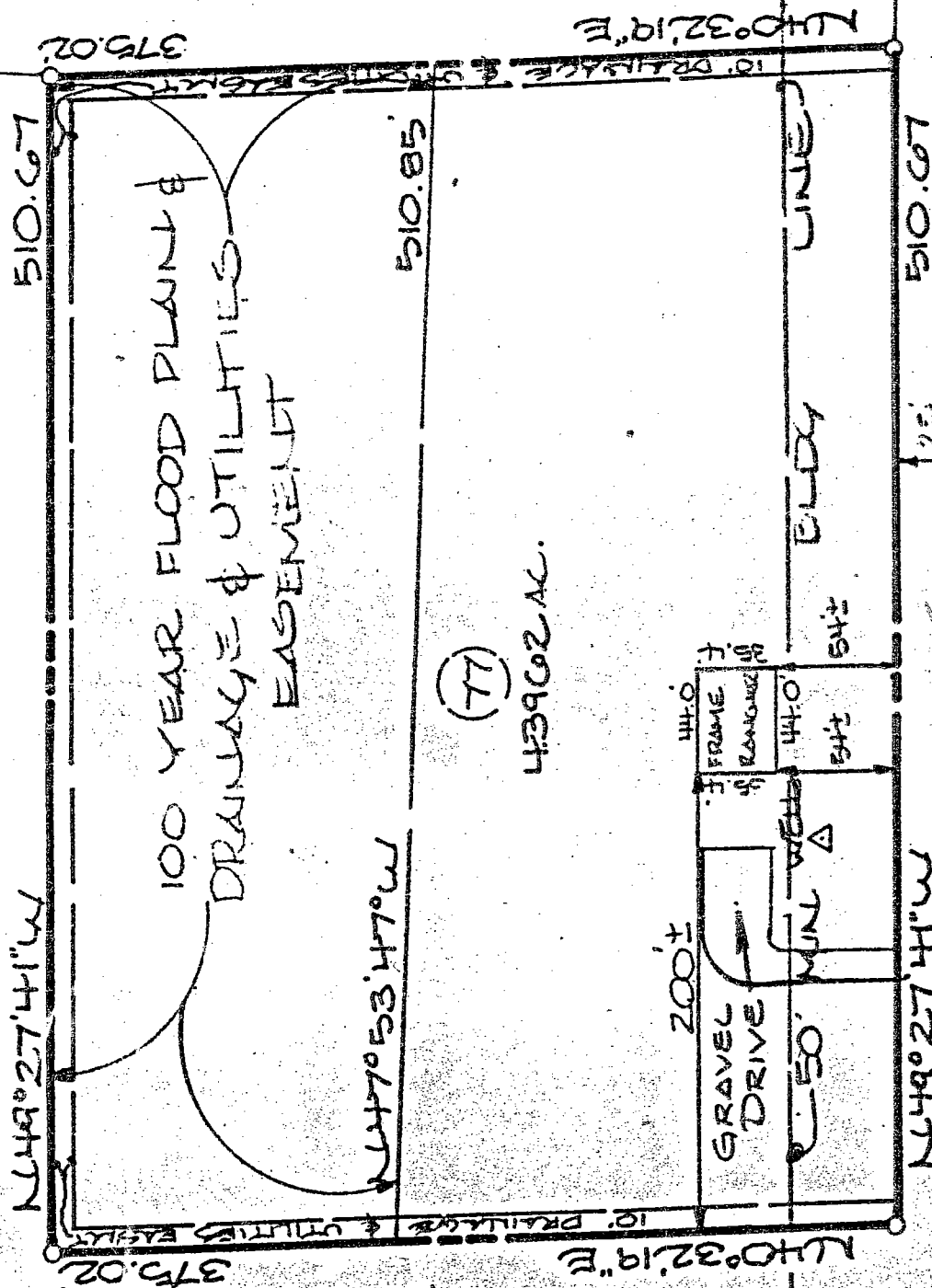
Owner Patricia A. Lynch Date 10/4/11
Patricia Lynch

Owner _____ 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 _____



PLAT "A"
SECTION 2
(43)

(77)

(78)

VANCE DRIVE

DRIVE

CARROLL COUNTY NOTICES AND DISCLOSURES ADDENDUM

(for use with the MAR Contract of Sale)
The Residential Contract of Sale between PATRICIA LYNCH (Seller) and
(Buyer) dated _____ for the sale of property
known as 2594 VANCE DR (the Property) located in Carroll County, Maryland, is hereby
amended by addition of the following which is incorporated in and made a part of the Contract of Sale. In the event any of the
following provisions are inconsistent with other provisions in the Contract of Sale, the terms and conditions of this Addendum
shall supersede such other provisions and shall control.

NOTICE

INFORMATION ABOUT THIS PROPERTY (INCLUDING IMPACT FEES ON NEW CONSTRUCTION, SUBDIVISION
DETAILS, HIGHWAYS, ROADS, BY-PASSES, TEMPORARY CUL-DE-SACS & ROAD EXTENSIONS, OFF-
CONVEYANCE DETAILS SUCH AS INTENDED USE, BUILDING PERMITS AND PROPERTY ACCESS IS AVAILABLE
IN THE CARROLL COUNTY PLANNING AND DEVELOPMENT DEPARTMENT. FUTURE USES, PAST USES AND
ORDINANCES AFFECTING PROPERTY USES ARE INCLUDED IN THE:

- RECORD PLAT
- CARROLL COUNTY MASTER PLAN
- CARROLL COUNTY ZONING ORDINANCE

COMMUNITY PLANNERS ARE FAMILIAR WITH THE COMMUNITIES TO WHICH THEY ARE ASSIGNED AND CAN
ANSWER YOUR QUESTIONS.

CARROLL COUNTY BUREAU OF COMPREHENSIVE PLANNING - 410-386-2145
BUREAU OF DEVELOPMENT REVIEW - 410-386-2143
225 N. CENTER STREET, WESTMINSTER, MD 21157

**1. RIGHT TO FARM DISCLOSURE STATEMENT (CARROLL COUNTY ORDINANCE NO. 127, THE CARROLL
COUNTY RIGHT TO FARM ORDINANCE).**

SELLER'S STATEMENT: THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE
REPRESENTATIONS OF THE AGENT(S), IF ANY. **THIS INFORMATION IS A DISCLOSURE REQUIRED BY
CARROLL COUNTY.** CARROLL COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Carroll County
Right to Farm Ordinance) WITHIN THE COUNTY. You may be subject to inconveniences or discomforts arising from such
operations, including but not limited to noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24-
hour period (including aircraft), vibration, the storage and disposal of manure, and the application by spraying or otherwise of
chemical fertilizers, soil amendments and pesticides. Carroll County has determined that inconveniences or discomforts
associated with such agricultural operations shall not be considered to be an interference with reasonable use and enjoyment of
land, if such operations are conducted in accordance with generally accepted agricultural management practices. Carroll County
has established a reconciliation committee to assist in the resolution of disputes which might arise between persons in this County
regarding whether agricultural operations conducted on agricultural lands are causing an interference with the reasonable use and
enjoyment of land or personal well being and whether those operations are being conducted in accordance with generally
accepted agricultural practices. If you have any questions concerning this policy or the reconciliation committee, please contact
the Carroll County Bureau of Comprehensive Planning and/or Bureau of Development Review for additional information.

IF YOU DESIRE LEGAL ADVICE, CONSULT AN ATTORNEY.

2. COUNTY COMPREHENSIVE MINERAL RESOURCE PLAN: Carroll County has adopted a Comprehensive Mineral
Resource Plan. This Plan identifies and ensures that certain areas will be protected for potential current and future economic
development of these mineral resources. Buyer may review the Carroll County zoning maps to determine the impact said Mineral
Resource Overlay Zone may have on their immediate and future property value and/or the present and future use and enjoyment
of the Property. For more information Buyer should contact the Carroll County Bureau of Comprehensive Planning and/or
Bureau of Development Review.

3. AIRPORT EXPANSION, HELIPORTS & LANDING PATHS: Buyer is hereby advised that there may be existing or
plans for future airports, heliports and landing paths near the Property. For information Buyer should inquire with all appropriate
County, State and or Federal authorities.

THE PARTIES INITIALS ARE FOR
ACKNOWLEDGING RECEIPT OF
PAGE 1 OF THIS ADDENDUM

_____	_____	_____	_____
Buyer/Date	Buyer/Date	Seller/Date	Seller/Date

4. DEFERRED WATER AND SEWER: Some properties in Carroll County may be subject to past, current or future water deferred public water and sewer charges, required connections, and other related charges. For more information Buyer should contact the Carroll County Bureau of Utilities or the town in which the Property is located.

5. EXISTING & PROPOSED LANDFILL SITES: Buyer is hereby advised that the above described Property may be near an existing, proposed or closed landfill. Buyer may learn about existing, proposed or closed landfills by contacting the Carroll County Health Department.

6. USE-IN-COMMON ROADWAY/DRIVEWAYS AND MAINTENANCE AGREEMENTS: Buyer understands that a Property may be located on a private, use-in-common roadway/driveway. The County has no responsibility with regard to the right to use and maintenance of these roadways/driveways. Therefore, the right to use and the requirements and costs for maintenance should be determined by the Buyer. This information is available through the Public Land Records.

7. HISTORIC DESIGNATIONS: Buyer is hereby advised that if the Property is a designated historic site or is located within a historic district, Buyer acknowledges that, as such, the Property is subject to guidelines and regulations which may limit the extent to which the exterior features of the Property may be modified or altered. Buyer should contact the County Administrative Hearing Office and/or the local town government where the Property is located for further information. If the Property is listed on the national register, Buyer may contact the Maryland Historical Trust at (410)514-7600 for more information.

General Information

All public information pertinent to the Property but not limited to the items described above may be obtained from the Carroll County Office of Public Information and Communications Services at (410) 386-2973.

BUYER HEREBY ACKNOWLEDGES THEY ARE NOT RELYING ON THE DISCLOSURES OR LACK OF DISCLOSURES ON THESE ISSUES BY SELLER OR THE REAL ESTATE AGENT(S) OR BROKER(S) INVOLVED IN THIS SALES TRANSACTION.

BUYER AND SELLER HEREBY ACKNOWLEDGE RECEIPT OF THIS CARROLL COUNTY GENERAL NOTICES AND DISCLOSURES ADDENDUM.

Buyers Signature

Date

Buyers Signature

Date

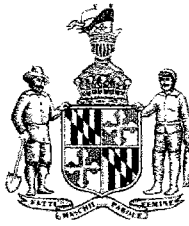
Sellers Signature

Date

Sellers Signature

Date

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STATE OF MARYLAND
REAL ESTATE COMMISSION

Consent For Dual Agency

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

When Dual Agency May Occur

The possibility of Dual Agency arises when:

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

Important Considerations Before Making a Decision About Dual Agency

A broker 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

Re/Max Realty Group
(Firm Name)

act as a Dual Agent for me as the

Seller in the sale of the property at: 2594 Vance Dr, Mount Airy, MD 21771

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

* Patricia A. Lynch 10/4/11
Signature Date

Signature Date

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

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

2594 Vance Dr, Mount Airy, MD 21771
Property

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

Patricia Lynch