



**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 4/10/2021 to Exclusive Right to Sell Residential Brokerage Agreement  
between Seller(s) Erica Denise Morales, Felix A Morales

and Broker RE/MAX Realty Plus Debbie Rogers  
6951 Country Club Terrace  
for Property known as New Market, MD 21774

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

- |   |   |  |  |
|---|---|--|--|
| <b>INCLUDED</b>   | <b>INCLUDED</b>   | <b>INCLUDED</b>  | <b>INCLUDED</b>  |
| <input checked="" type="checkbox"/> Alarm System              | <input checked="" type="checkbox"/> Exlst. w/w Carpet           | <input checked="" type="checkbox"/> w/ice maker              | <input type="checkbox"/> Water Filter                  |
| <input checked="" type="checkbox"/> Built-in Microwave        | <input type="checkbox"/> Fireplace Screen Doors                 | <input type="checkbox"/> Satellite Dish                      | <input type="checkbox"/> Water Softener                |
| <input checked="" type="checkbox"/> Ceiling Fan(s) # <u>2</u> | <input type="checkbox"/> Freezer                                | <input checked="" type="checkbox"/> Screens                  | <input type="checkbox"/> Window A/C Unit(s)<br># _____ |
| <input type="checkbox"/> Central Vacuum                       | <input checked="" type="checkbox"/> Furnace Humidifier          | <input checked="" type="checkbox"/> Shades/Blinds            | <input type="checkbox"/> Window Fan(s)<br># _____      |
| <input checked="" type="checkbox"/> Clothes Dryer             | <input checked="" type="checkbox"/> Garage Opener(s) # <u>2</u> | <input type="checkbox"/> Storage Shed(s) # _____             | <input type="checkbox"/> Wood Stove                    |
| <input checked="" type="checkbox"/> Clothes Washer            | <input type="checkbox"/> w/remote(s) # <u>2</u>                 | <input type="checkbox"/> Storm Doors                         |  |
| <input checked="" type="checkbox"/> Cooktop                   | <input checked="" type="checkbox"/> Garbage Disposer            | <input type="checkbox"/> Storm Windows                       |  |
| <input checked="" type="checkbox"/> Dishwasher                | <input type="checkbox"/> Hot Tub, Equip. & Cover                | <input type="checkbox"/> Stove or Range                      |  |
| <input checked="" type="checkbox"/> Drapery/Curtain Rods      | <input type="checkbox"/> Intercom                               | <input type="checkbox"/> T.V. Antenna                        |  |
| <input checked="" type="checkbox"/> Draperies/Curtains        | <input type="checkbox"/> Playground Equipment                   | <input type="checkbox"/> Trash Compactor                     |  |
| <input type="checkbox"/> Electronic Air Filter                | <input type="checkbox"/> Pool, Equip. & Cover                   | <input checked="" type="checkbox"/> Wall Mount T.V. Brackets |  |
| <input checked="" type="checkbox"/> Exhaust Fan(s) # <u>4</u> | <input checked="" type="checkbox"/> Refrigerator(s) # <u>1</u>  | <input checked="" type="checkbox"/> Wall Oven(s) # <u>2</u>  |  |

ADDITIONAL INCLUSIONS (Specify):

Trampoline, Wine refrigerator, Surround Sound/Built-in,

EXCLUSIONS (Specify):

**LEASED ITEMS: FUEL TANKS, SOLAR PANELS AND OTHER ITEMS:** Seller's intentions with regard to any leased  
items are as follows:

**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 \_\_\_\_\_

Erica Morales  
Seller Erica Denise Morales

10 April 2021  
Date

Felix Morales  
Seller Felix A Morales

10 April 2021  
Date



10/19



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RE/MAX Realty Plus, 1502 S Main Street, Suite 203 Mt. Airy MD 21771

Phone: (410) 707-7099

Fax: (301) 831-7412

Morales, Felix and

Debbie Rogers

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwlf.com



**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 Erica Denise Morales, Felix A Morales for Property known as 6951 Country Club Terrace, New Market, MD 21774

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.



Buyer \_\_\_\_\_ / \_\_\_\_\_

Seller Erica Morales, Felix Morales

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

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

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

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

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



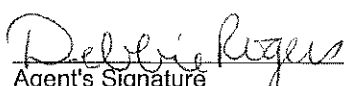
Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

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

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

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

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

_____	_____		<u>10 April 2021</u>
Buyer's Signature	Date	Seller's Signature	Date
		<b>Erica Denise Morales</b>	
_____	_____		<u>10 April 2021</u>
Buyer's Signature	Date	Seller's Signature	Date
		<b>Felix A Morales</b>	
_____	_____		<u>4/10/2021</u>
Agent's Signature	Date	Agent's Signature	Date
		<b>Debbie Rogers</b>	

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 6951 Country Club Terrace, New Market, MD 21774

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 [X] Public [ ] Well [ ] Other \_\_\_\_\_
Sewage Disposal [X] Public [ ] Septic System approved for \_\_\_\_\_ (# of bedrooms) Other Type \_\_\_\_\_
Garbage Disposal [X] Yes [ ] No
Dishwasher [X] Yes [ ] No
Heating [ ] Oil [X] Natural Gas [ ] Electric [ ] Heat Pump Age \_\_\_\_\_ [ ] Other \_\_\_\_\_
Air Conditioning [ ] Oil [X] Natural Gas [X] Electric [ ] Heat Pump Age \_\_\_\_\_ [ ] Other \_\_\_\_\_
Hot Water [ ] Oil [X] 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: *Light in Office flickers, Planning to fix*

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: *Hardwired with Battery Backup*

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: *Garage*

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: Conduct yearly treatments ourselves

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: Westwinds + Lake Lynnhaven HOA's

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) Erica Denise Morales  
Erica Denise Morales

Date 10 April 2021

Seller(s) Felix A Morales  
Felix A Morales

Date 10 April 2021

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:

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Seller Erica Denise Morales Date \_\_\_\_\_  
Seller Felix A Morales 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 \_\_\_\_\_



# FREDERICK COUNTY NOTICES AND DISCLOSURES

This disclosure statement is attached to and hereby made a part of the Contract dated \_\_\_\_\_ between \_\_\_\_\_ (Buyer(s)) and \_\_\_\_\_ (Seller(s)) for the property located in the County of Frederick, State of Maryland, described as 6951 Country Club Terrace, New Market, MD 21774 (the "Property").

- 1. MASTER PLANS AND ZONING ORDINANCES:** Buyers have the right to review any applicable master plans and zoning ordinances, including but not limited to: Frederick Municipal Airport Overlay Zone, Historic Preservation Overlay District, National Register of Historic Places, Livable Frederick Master Plan, Carroll Creek Overlay District, and Monocacy Scenic River Management Plan, or other maps and information relating to planned land uses, roads, highways and the location of parks and other public facilities affecting the property. This information may be found online or at most local, county or state offices such as Parks and Recreation, Planning and Zoning, etc.
- 2. FREDERICK COUNTY RIGHT TO FARM ORDINANCE NO. 96-23-175:** FREDERICK COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Frederick County Right to Farm Ordinance) WITHIN THE COUNTY. Buyer(s) may be subject to inconveniences or discomforts arising from such operations, including but not limited to: noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24-hour period (including aircraft), vibration, the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides. Frederick County has determined that inconveniences or discomforts associated with such agricultural operations shall not be considered to be an interference with reasonable use and enjoyment of land, if such operations are conducted in accordance with generally accepted agricultural management practices. Frederick County has established a Agricultural Reconciliation Committee to assist in the resolution of disputes which might arise between persons in this County regarding whether agricultural operations conducted on agricultural lands are causing an interference with the reasonable use and enjoyment of land or personal well-being and whether those operations are being conducted in accordance with generally accepted agricultural practices. If you have any question concerning this policy or the Reconciliation Committee, please contact the Frederick County Planning Department.
- 3. SPECIAL TAXING DISTRICT OR COMMUNITY DEVELOPMENT AUTHORITY (CDA):** The property may be part of a Special Taxing District or Community Development Authority (CDA). There are Special Taxing Districts and CDAs in Frederick County, including but not limited to: Lake Linganore CDA, Urbana CDA, Brunswick Crossing, Lake Linganore-Oakdale CDA, Jefferson Tech Park, and others. For the most accurate and up-to-date information, please contact MuniCap, Inc. at (443) 539-4101.

If this sale is subject to a tax or fee of a Special Taxing District or CDA, State law requires that the seller disclose to the buyer at or before the time the contract is entered into, or within 20 calendar days after entering into the contract, certain information concerning the property being purchased. The content of the information to be disclosed is set forth in §10-704 of the Real Property Article of the Maryland Annotated Code and includes the amount of the current annual tax or fee, the number of years remaining for the tax or fee, and a statement of whether any tax or fee against the property is delinquent.

- The amount of the current annual tax or fee of the Special Taxing District or Community Development Authority on the property is \$ \_\_\_\_\_.
- The number of years remaining for the tax or fee of the Special Taxing District or Community Development Authority on the property is \_\_\_\_\_.
- Any tax or fee of the Special Taxing District or Community Development Authority against the property  is delinquent or  is not delinquent.

SELLER Erica Denise Morales DATE 10 April 2021  
 SELLER Felix A Morales DATE 10 April 2021  
 Erica Denise Morales  
 Felix A Morales

BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
 BUYER \_\_\_\_\_ DATE \_\_\_\_\_

Updated January 2021

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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): Erica Denise Morales, Felix A Morales
PROPERTY: 6951 Country Club Terrace, New Market, MD 21774

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



Buyer /

Seller

Handwritten signatures of Erica Denise Morales and Felix A Morales



Maryland Homeowners Association Act Notice To Buyer

(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.

Erica Denise Morales \_\_\_\_\_ 10 April 2021  
Buyer Date

Erica Denise Morales \_\_\_\_\_ 10 April 2021  
Seller Date

Erica Denise Morales

\_\_\_\_\_  
Buyer Date

Felix A Morales \_\_\_\_\_ 10 April 2021  
Seller Date

Felix A Morales



**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): Erica Denise Morales, Felix A Morales  
PROPERTY: 6951 Country Club Terrace, New Market, MD 21774

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 Lake Linganore & Westwinds - Woodlands Preserve

(2). (i). The current monthly fees or assessments imposed by the homeowners association upon the lot are \$ 149.85 and \$75 per month payable on a Monthly and Annual 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: \$ 1614.63 and \$75

(iii). The fees, assessments, or other charges imposed by the homeowners association against the lot are \_\_\_\_\_ or are not COY Jm (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:

COY Jm (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: Lake Linganore Association Westwinds HOA  
Address: 6718 Coldstream Dr., New Market, MD 21774 P.O. Box 589, New Market  
Telephone: (301)831-6400

\_\_\_\_\_ (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: \_\_\_\_\_



Maryland Homeowners Association Act Disclosures To Buyer

EDM JM (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.)

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

B. Are EDM JM 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.

Erica Denise Morales 12 April 2021  
Seller Date  
Erica Denise Morales

Felix A Morales 12 April 2021  
Seller Date  
Felix A Morales

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



# General Addendum

Special provisions attached to and hereby made a part thereof, the Contract dated \_\_\_\_\_

on Lot \_\_\_\_\_, Block \_\_\_\_\_, Subdivision \_\_\_\_\_,

6951 Country Club Terrace, New Market, MD 21774

located in \_\_\_\_\_ Frederick \_\_\_\_\_ County, Maryland between

Buyer(s) \_\_\_\_\_

and Seller(s) \_\_\_\_\_ Erica Denise Morales, Felix A Morales

**Buyers are aware that there is a \$1,000 "Welcome to Lake Linganore" fee payable at closing to the Lake Linganore Association. Buyers are also aware that there are two (2) HOA's governing the mentioned property. The Lake Linganore Association fee at \$149.85 monthly and a Westwinds fee at \$6.25 monthly (\$75 paid annually).**

Multiple horizontal lines for additional text or notes.

Erica Morales 10 April 2021  
Seller Erica Denise Morales Date

Buyer \_\_\_\_\_ Date

Felix Morales 10 April 2021  
Seller Felix A Morales Date

Buyer \_\_\_\_\_ Date

Updated January 2021

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HOMEOWNER'S INSURANCE DISCLOSURE



Property Address: 6951 Country Club Terrace Street Address New Market, MD 21774 City/State/Zip

To assist the buyer in securing a homeowner's policy, the Seller makes the following disclosure by checking the appropriate statement:

- 1. I/We have filed no insurance claims... 2. I/We have filed 1 insurance claim(s)... 3. I/We are aware of conditions that may lead to a future insurance claim.

If item number 2 and/or 3 are checked, please describe the facts of the claim and/or conditions that may lead to a claim:

roof leak due to harsh weather storm in (1/13/2018). Insurance Company (USAA) sent license contractor to fix.

The current insurance company is:

Erica Denise Morales Seller's Signature/Date

Buyer's Signature/Date

Felix A Morales Seller's Signature/Date

Buyer's Signature/Date

Updated January 2021

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**Authorization and Agreement to Negotiate Contract/Lease  
And Conduct Transaction Electronically**



The Contract of Sale/Lease dated \_\_\_\_\_, Address 6951 Country Club Terrace,  
 City New Market, State MD Zip 21774  
 Between Seller/Landlord Erica Denise Morales, Felix A Morales  
 And Buyer/Tenant \_\_\_\_\_

\_\_\_\_\_ is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract/Lease.

In accordance with the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act, or "E-Sign" ("The Act"), and other applicable state or local legislation regarding Electronic Signatures and Transactions, the undersigned do hereby expressly authorize and agree to the use of electronic signatures ("E-sigs") as an additional method of signing and/or initialing this Contract/Lease.

In the event a third party to the transaction completed by this Contract/Lease (Lender, Title, Insurer, Hazard Insurance Company, etc.) requires that the Agreement be executed with handwritten signature(s), the parties mutually agree to re-execute the documents comprising the Contract/Lease with handwritten signatures in a timely manner. The Buyer and Seller are advised to confirm the acceptance of the use of E-Sigs with third parties in advance.

*Erica Morales*  
 Seller's Signature/Date  
 Erica Denise Morales

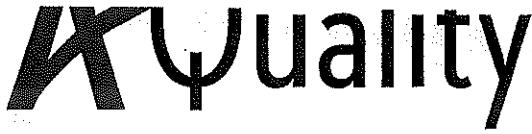
*Felix Morales*  
 Seller's Signature/Date  
 Felix A Morales

\_\_\_\_\_  
 Buyer's Signature/Date

\_\_\_\_\_  
 Buyer's Signature/Date

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 and employees assume no responsibility if this form fails to protect the interests of any party.





HEATING & AIR CONDITIONING

Small Enough To Care

1584 Deer Park Road • Finksburg, MD 21048  
MD HVAC #48393

(410) 751-9700

1-888-403-6022

BILL TO

Louis Morales 6951 country club  
New market

PM No 22920

SPRING INSPECTION (A/C)

Date: \_\_\_\_\_  
Technician: \_\_\_\_\_ Unit # \_\_\_\_\_

FALL INSPECTION (HEATING)

Date: 6-2006  
Technician: Anthony Unit # \_\_\_\_\_

Check & Adjust Thermostat				Check & Adjust Thermostat	✓		
Check Operating Pressures				Check & Adjust Safety Controls	✓		
Turn Exposed Dampers To Cool, If Needed:				Turn Exposed Dampers To Heat	✓		
Air Temp Drop Across Evaporator				Temp Rise Across Heat Exchanger	50°		
Check Refrigerant Charge				Check Refrigerant Charge	✓		
Check For Visible Signs Of Leaks				Clean & Adjust Pilot Assembly	✓		
Oil Motors If Needed: Yes/No				Adjust Burner For Efficiency	✓		
Check Belts & Adjust Tension: Yes/No				Oil Motors If Needed: Yes/No	✓		
Check pressure switch cutout settings				Check For Gas Leak In Furnace	✓		
Check Reversing Valves				Check/Clean Disconnect	✓		
Check All Wiring & Connections				Clean/Change Filters**	✓		
Clean Air Filters				Check For Loose Wires	✓		
Check Electrical Lockout Circuits				Clean Burners	✓		
Clean Condenser Coil If Needed: Yes/No				Check Flue Pipe	✓		
Check Air Temp Across Condenser				Check Crankcase Heater	✓		
Check That Condensate Drain Is Open				Check Drains	✓		
Check/Clean Disconnect				Check Thermocouple	✓		
Evaporator Coil Condition				Inspect Heat Exchanger	✓		
Condenser Coil Condition				Check/Clean Reversing Values	✓		

\*\*Filters are not included in this contract. You will be billed at time of service for all filters that are replaced.

Notes

All systems operations are working at this time

paid in full with visa 1246

T & D Duct cleaning

Refer A Friend & receive next years Preventive Maintenance  
To Cover 1 System FREE OF CHARGE (\$155 Value) any  
referral resulting in the sale of a replacement system.



INDEXED 9/1/91



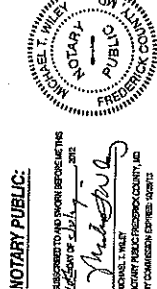
VICINITY MAP  
SCALE: 1" = 200'  
FREDERICK CO. TAX MAP  
No. 88, GRID 22, PARCEL, 187

OWNERS' CERTIFICATION AND DEDICATION:  
THE UNDERSIGNED HEREBY CERTIFY THAT THE PLAT IS CORRECT AND THAT THE INFORMATION CONTAINED THEREIN IS TRUE AND ACCURATE. THE UNDERSIGNED ALSO CERTIFY THAT THE PLAT IS IN ACCORDANCE WITH ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF MARYLAND AND THE COUNTY OF FREDERICK. THE UNDERSIGNED FURTHER CERTIFY THAT THE PLAT IS NOT SUBJECT TO ANY EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS THAT WOULD AFFECT THE RIGHTS OF THE PUBLIC OR THE STATE OF MARYLAND.

THE STATE OF MARYLAND, COUNTY OF FREDERICK, DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS, HAS REVIEWED THIS PLAT AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF MARYLAND AND THE COUNTY OF FREDERICK. THE DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS HAS NO OBJECTION TO THE PLAT AND HAS APPROVED IT FOR RECORDATION.

PLANS FOR COMMUNITY WATER AND SEWER SYSTEMS AND OTHER UTILITIES HAVE BEEN APPROVED BY THE APPROPRIATE DEPARTMENT OF THE ENVIRONMENT. LOTS ARE BOUND BY PUBLIC HIGHWAYS AND STATE HIGHWAYS.

DATE: 7/1/12  
LEWIS W. WILKINS  
NOTARY PUBLIC

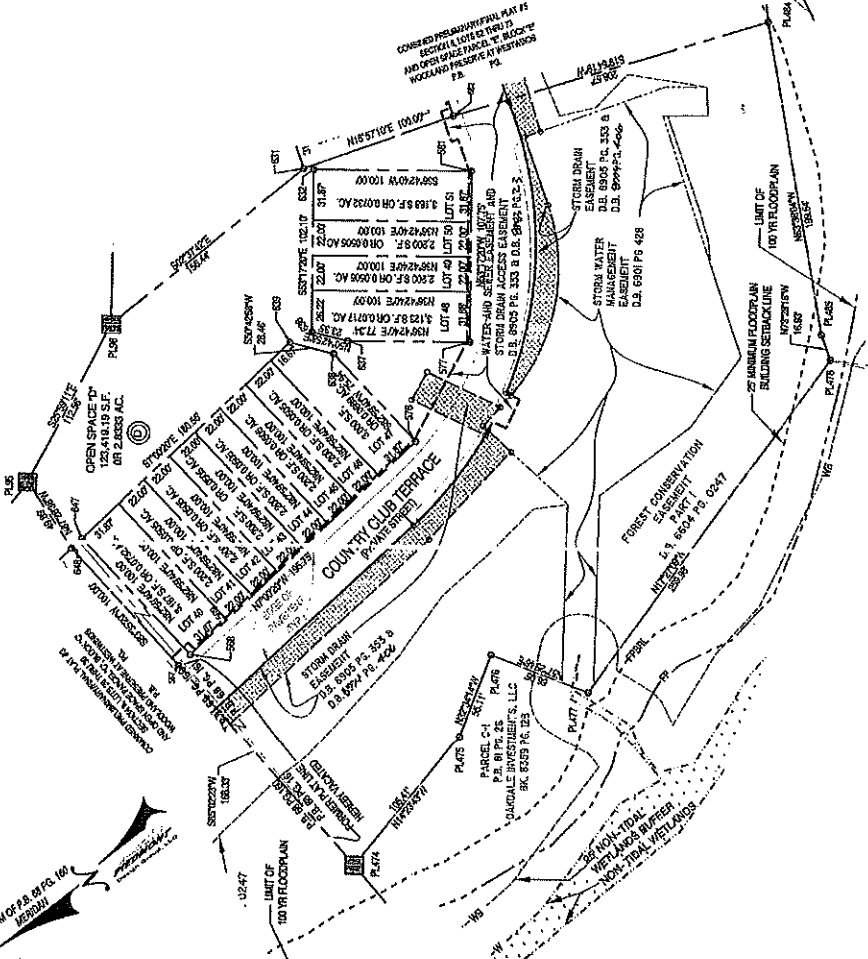


SECTION 6, PLAT #4, SUBDIVISIONS  
TOTAL NUMBER OF LOTS 72  
TOTAL AREA OF LOTS 30,103 SF or 0.6911 Ac  
TOTAL AREA OF OPEN SPACE 122,479 SF or 2.8074 Ac  
TOTAL AREA OF PLAT 152,582 SF or 3.4984 Ac

FINAL PLAT  
PLAT #4, SECTION 6  
FOR  
WOODLANDS PRESERVE  
at WESTWINDS  
A RESUBDIVISION OF  
SECTION VI - LOT 801  
RECORDED IN P.B. 88 PG. 181 & 181  
SITUATED ON COUNTRY CLUB ROAD  
FREDERICK COUNTY, MARYLAND  
SCALE: 1"=40'  
MARCH, 2012  
PLANS ARE NOT VALID UNLESS THEY ARE APPROVED BY THE BOARD OF PUBLIC SAFETY AND CORRECTIONS. THESE PLANS ARE THE PROPERTY OF THE SURVEYOR AND WILL BE RETURNED TO HIM UPON REQUEST.



9/1/12 5-899 A AP # 12553 WPA CA 211 0335



SURVEYORS' CERTIFICATION:

I HEREBY CERTIFY THAT THE INFORMATION ON THIS PLAT IS CORRECT, THAT THE INFORMATION OF ALL OF THE LANDS OWNED BY THE SURVEYOR HAS BEEN FULLY REVEALED AND THAT THE SURVEYOR HAS BEEN FULLY ADVISED OF ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS OF THE STATE OF MARYLAND AND THE COUNTY OF FREDERICK. THE SURVEYOR FURTHER CERTIFIES THAT THE PLAT IS NOT SUBJECT TO ANY EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS THAT WOULD AFFECT THE RIGHTS OF THE PUBLIC OR THE STATE OF MARYLAND.

DATE: 7/1/12  
LEWIS W. WILKINS  
NOTARY PUBLIC

Table with columns: DATE, REVISIONS, AGENCY COMMENTS, and SURVEYOR'S COMMENTS.



PLAT BOUNDARY COORDINATE TABLE

LOT COORDINATE TABLE

- NOTES: 1. ALL LOT CORNERS AND INTERSECTIONS OF BOUNDARIES ARE TO BE MARKED WITH IRON PIPES... 2. THE SURVEYOR HAS BEEN FULLY ADVISED OF ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS...

NO ROAD GUARANTEE NEEDED

APPROVED  
FREDERICK COUNTY BOARD OF PUBLIC SAFETY AND CORRECTIONS  
DATE: 7/1/12  
APPROVED  
COMMISSIONER OF PUBLIC SAFETY AND CORRECTIONS  
DATE: 7/1/12  
APPROVED  
FREDERICK COUNTY BOARD OF PUBLIC SAFETY AND CORRECTIONS  
DATE: 7/1/12

9/1/12 5-899 A AP # 12553 WPA CA 211 0335