



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

UPON EXECUTION BY BUYER AND SELLER, THIS DOCUMENT WILL BECOME AN **ADDENDUM** TO THE CONTRACT OF SALE

SELLER'S DISCLOSURE made on 08/31/2026 ■ ADDENDUM to Contract of Sale dated _____
between Buyer _____
and Seller 113 Bay Drive LLC
for Property known as 113 Bay Drive, Annapolis, MD 21403

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

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

ADDITIONAL INCLUSIONS (SPECIFY): _____

ADDITIONAL EXCLUSIONS (SPECIFY): _____

2. LEASED ITEM(S) INCLUDED:

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

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

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

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

Utility Service Providers: _____

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

Buyer Signature _____ Date _____

Signed by: Randy Dab 9/1/2026
Seller Signature _____ Date _____

Buyer Signature _____ Date _____

Seller Signature _____ Date _____



GENERAL ADDENDUM TO CONTRACT OF SALE

(For use with the Maryland Association of REALTORS® residential contract sales form)

Buyer(s): _____
 Seller(s): 113 Bay Drive LLC
 Property: 113 Bay Drive, Annapolis, MD 21403

1. LEGAL REQUIREMENT: A Contract for the sale of real property is required to be in writing to be enforceable under the laws of the State of Maryland. Once signed by the parties, the Contract becomes a legally binding agreement. The original terms of the Contract can only be altered thereafter with the agreement of the parties expressed in writing. All parties have the right to be represented by an attorney and are encouraged to seek competent advice if they do not understand any term(s) of the Contract. The broker/agent is required to promptly submit all written Contract offers to the Seller.

2. INTENDED USE: The use of a particular property may be limited or restricted as a result of zoning laws, local ordinances and/or restrictive covenants applicable to the property. The Contract of Sale form provided by the broker/agent is designed and intended for use only in the purchase and sale of single family residences or unimproved residential property. If Buyer intends to use a property for any other purpose, the standard Contract of Sale form may not adequately serve to protect Buyer's interests without the addition of an appropriate clause or addendum conditioning the Contract offer upon a determination that Buyer's intended use of the Property will be permitted.

3. COVENANTS AND RESTRICTIONS: A majority of homes, whether new or re-sale, located in a subdivision are subject to certain restrictions applicable to the use of the Property as well as the construction of certain improvements to the Property referred to as covenants. In the case of Property subject to a Homeowners Association or Condominium Association, the covenants are contained in a Declaration of Covenants and Restrictions as well as the Bylaws of the Association. However, other properties may be subject to covenants as part of a **voluntary** Community Association or even with no association. **Seller Acknowledges:**

The property _____ / _____ IS, or MSD IS NOT, part of a recorded subdivision with restrictive covenants.
AND
 The property MSD IS, or _____ / _____ IS NOT, part of a **voluntary** Community Association.

Current voluntary fees or assessments for the community association are \$ _____ Annually/Quarterly/Monthly (circle one)

Name of Association Bay ridge

Address _____

Contact _____ Phone _____ Email _____

OR

The Seller is unaware of the property as being part of any restrictive covenants or **voluntary** community associations.

MSD Seller Initials

4. PRIVATE AGREEMENTS: Some Property may be subject to agreements, covenants or restrictions relating to the cost of certain maintenance items, restricting the use of properties or dealing with other matters. For example, properties sharing a driveway are often subject to such agreements. These private agreements do not fall within the required disclosures of HOA or condominium laws and may or may not be recorded. Buyer should make inquiries of Seller prior to or at the time of contract.

5. EQUAL HOUSING OPPORTUNITY: A REALTOR is required by federal, state and local law, and the Code of Ethics of the National Association of REALTORS to treat all parties in a non-discriminatory manner without regard to race, color, religion, sex, familial status, national origin, marital status, sexual orientation, gender identity, disability, source of income, or other protected classifications under Fair Housing Laws.

6. SETTLEMENT: All persons to be in title and/or responsible where a mortgage is to be created should be present at the time of settlement and may be required to provide proper identification. Buyer should establish gas, electric and water service in Buyer's name commencing the day of settlement. Buyer should be prepared at the time of settlement to pay the settlement costs and the balance due under the Contract. Buyer must provide for amounts to be paid at settlement in acceptable form (cash, wired funds, bank check or certified check) to meet title company guidelines. In some cases, Seller may be required to provide funds in

excess of any sales proceeds in order for settlement to occur, in which event, Seller also should be prepared to make payment in an approved form. Any party uncertain of the amount required at settlement, or approved methods to pay, should make inquiry of the title company or settlement attorney prior to settlement.

7. MORTGAGE REQUIREMENTS: Buyer acknowledges that, as a condition of obtaining a mortgage loan, lenders may require proof of hazard insurance coverage and may also require flood insurance coverage. Depending upon the type of mortgage applied for by Buyer, lenders may require certain certifications that relate to a Property or require inspections/appraisals that certify that a Property is free of specific hazards or conditions.

8. BWI AIRPORT NOTICE: Some properties may be located in the Baltimore/Washington International Airport Noise Zone. A Buyer desiring to obtain a copy of Noise Zone Maps may do so by calling the Office of Noise, Real Estate and Land Use Compatibility at 410-859-7375 or visit <https://marylandaviation.com/environmental/bwi-marshall-noise-zone/> for more information. Information regarding the location of other airports and their operations may be obtained by calling the local zoning office for the area in which the Property is located.

9. ENVIRONMENTAL CONSIDERATIONS; HAZARDOUS MATERIALS: There are many hazardous materials that could affect a Property. The Brokers and their agents will generally have no knowledge of these hazardous materials and do not have the technical expertise to ascertain or advise you of the presence or significance of these hazardous materials. Buyer has the right to request, as a condition of an offer and, subject to acceptance by the Seller, the employment of a specialist of Buyer's choice to provide an analysis of hazardous materials which may be present.

Hazardous materials inside a property can include, but are not limited to, fire retardant treated plywood (FRT), asbestos, aluminum wiring, radon, polybutylene pipe (PB), lead paint, petroleum products, lawn and garden chemicals and indoor air pollutants that can accumulate. Hazardous materials outside the 2 home can include, but are limited to, those found in contaminated land, water, landfills and other disposal sites, industrial air and water emissions, radiation from high tension wires, and those which may be present in underground storage tanks. For additional information pertaining to these materials is available from the Maryland Department of the Environment (MDE) at (410) 537-3000.

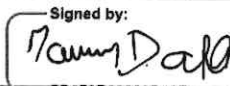
Additional information regarding FRT plywood is available from the National Association of Homebuilders at (800) 368-5242.

For additional information regarding Radon buyer can contact the Center for Radiological Health at the MDE at (410) 537-3000 or visit <https://mde.maryland.gov/programs/air/radiologicalhealth/pages/radon.aspx> for further information.

For additional information regarding asbestos buyer can contact the MDE at (410) 537-3000 or visit <https://mde.maryland.gov/programs/air/asbestos/pages/factsaboutasbestos.aspxv> for further information.

Buyer _____ Date _____

Buyer _____ Date _____

Seller  Date 9/1/2026
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Seller _____ Date _____

This form has been prepared by The Greater Baltimore Board of REALTORS® (GBBR) for the use of their members. GBBR, including its members and employees, assumes no responsibility if this form fails to protect the interests of any party.
Each party should seek its own legal, tax, financial, and other advice.



REVISED 03/2025

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

Property Address: 113 Bay Drive, Annapolis, MD 21403

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

FEDERAL LEAD WARNING STATEMENT: A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-based paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A **tenant** must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a **buyer** conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

Seller's/Landlord's Disclosure

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

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

(ii) Initial [Signature] / Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (initial (i) or (ii) below):

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

(ii) Initial [Signature] / Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's/Tenant's Acknowledgment (initial)

(c) / Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.

(d) / Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home.

(e) Buyer has (initial (i) or (ii) below):

(i) / received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

Signed by: Raymond 9/1/2026
 Seller/Landlord Date

Buyer/Tenant Date

Seller/Landlord Date

Buyer/Tenant Date

Signed by: Jonathan Schmitt, Broker 8/31/2026
 Seller's/Landlord's Agent Date

Buyer's/Tenant's Agent Date



10/17



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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 113 Bay Drive LLC
 known as 113 Bay Drive, Annapolis, MD 21403 for Property _____

NOTE: This notice does not apply to: (1) the initial sale of single family residential property which has never been occupied, or for which a certificate of occupancy has been issued within one year prior to the date of the Contract; (2) a transfer that is exempt from the transfer tax under Subsection 13-207 of the Tax-Property Article, except land installments contracts of sale under Subsection 13-207(a)(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(a)(12) of the Tax-Property Article; (3) a sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure; (4) a sheriff's sale, tax sale, or sale by foreclosure, partition or by court appointed trustee; (5) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; (6) a transfer of single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

Section 10-702 of the Real Property Article of the Annotated Code of Maryland ("Section 10-702") requires that a seller of a single family residential property ("the property") deliver to each buyer, on or before entering into a contract of sale, on a form published and prepared by the Maryland Real Estate Commission, **EITHER:**

- (A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:
- (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
 - (ii) Insulation;
 - (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
 - (iv) Plumbing, electrical, heating, and air conditioning systems;
 - (v) Infestation of wood-destroying insects;
 - (vi) Land use matters;
 - (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
 - (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
 - (ix) Whether the required permits were obtained for any improvements made to the property;
 - (x) Whether the smoke alarms:
 - 1. will provide an alarm in the event of a power outage;
 - 2. are over 10 years old; and
 - 3. if battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; and
 - (xi) If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.

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

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

OR

- (B) A written disclaimer statement providing that:

- (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and
- (ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.



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

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

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

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

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

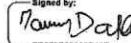
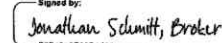
Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

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

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

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

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

_____ Buyer's Signature	_____ Date	Signed by:  _____ Seller's Signature	9/1/2026 _____ Date
_____ Buyer's Signature	_____ Date	_____ Seller's Signature	_____ Date
_____ Agent's Signature	_____ Date	Signed by:  _____ Agent's Signature	8/31/2026 _____ Date

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENTProperty Address: 113 Bay Drive, Annapolis, MD 21403

Legal Description: _____

NOTICE TO SELLER AND PURCHASER

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

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

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

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

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

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

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

How long have you owned the property? _____

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

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

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems? ☐ Yes ☐ No ☐ Unknown

Comments: _____

2. Basement: Any leaks or evidence of moisture? ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply

Comments: _____

3. Roof: Any leaks or evidence of moisture? ☐ Yes ☐ No ☐ Unknown

Type of Roof: _____ Age _____

Comments: _____

Is there any existing fire retardant treated plywood? ☐ Yes ☐ No ☐ Unknown

Comments: _____

4. Other Structural Systems, including exterior walls and floors:

Comments: _____

Any defects (structural or otherwise)? ☐ Yes ☐ No ☐ Unknown

Comments: _____

5. Plumbing system: Is the system in operating condition? ☐ Yes ☐ No ☐ Unknown

Comments: _____

6. Heating Systems: Is heat supplied to all finished rooms? ☐ Yes ☐ No ☐ Unknown

Comments: _____

Is the system in operating condition? ☐ Yes ☐ No ☐ Unknown

Comments: _____

7. Air Conditioning System: Is cooling supplied to all finished rooms? ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply

Comments: _____

Is the system in operating condition? ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply

Comments: _____

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?

☐ Yes ☐ No ☐ Unknown

Comments: _____

8A. Will the smoke alarms provide an alarm in the event of a power outage? ☐ Yes ☐ No

Are the smoke alarms over 10 years old? ☐ Yes ☐ No

If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018? ☐ Yes ☐ No

Comments: _____

9. Septic Systems: Is the septic system functioning properly? ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply

When was the system last pumped? Date _____ ☐ Unknown

Comments: _____

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

Comments: _____

Home water treatment system: ☐ Yes ☐ No ☐ Unknown

Comments: _____

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

Comments: _____

Are the systems in operating condition? ☐ Yes ☐ No ☐ Unknown

Comments: _____

11. Insulation:

In exterior walls? ☐ Yes ☐ No ☐ Unknown

In ceiling/attic? ☐ Yes ☐ No ☐ Unknown

In any other areas? ☐ Yes ☐ No Where? _____

Comments: _____

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?

☐ Yes ☐ No ☐ Unknown

Comments: _____

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

Comments: _____

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

Comments: _____

Any treatments or repairs? ☐ Yes ☐ No ☐ Unknown

Any warranties? ☐ Yes ☐ No ☐ Unknown

Comments: _____

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property? ☐ Yes ☐ No ☐ Unknown

If yes, specify below

Comments: _____

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

☐ Yes ☐ No ☐ Unknown

Comments: _____

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property? ☐ Yes ☐ No ☐ Unknown

If yes, specify below

Comments: _____

16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office? ☐ Yes ☐ No ☐ Does Not Apply ☐ Unknown

Comments: _____

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District? ☐ Yes ☐ No ☐ Unknown If yes, specify below

Comments: _____

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

☐ Yes ☐ No ☐ Unknown If yes, specify below

Comments: _____

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

☐ Yes ☐ No ☐ Unknown

Comments: _____

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

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

Seller(s) _____ Date _____

Seller(s) _____ Date _____

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

Purchaser _____ Date _____

Purchaser _____ Date _____

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

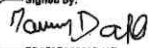
NOTICE TO SELLER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY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

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

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

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

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

Seller Signed by:  Date 9/1/2026

Seller _____ Date _____

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

Purchaser _____ Date _____

Purchaser _____ Date _____



**MARYLAND NON-RESIDENT SELLER
TRANSFER WITHHOLDING TAX ADDENDUM**

ADDENDUM dated _____ to Contract of Sale

between Buyer _____

and Seller 113 Bay Drive LLC

for Property known as 113 Bay Drive, Annapolis, MD 21403

Seller acknowledges, pursuant to Section 10-912 of the Tax-General Article, Annotated Code of Maryland, that if Seller is: 1) a non-resident individual of the State of Maryland or is 2) a non-resident entity which is not formed under the laws of the State of Maryland and is not qualified by or registered with the Maryland State Department of Assessments and Taxation to do business in the State of Maryland, the deed or other instrument of writing that effects a change of ownership to the Property may not be recorded with the clerk of the court for a county or filed with the Maryland State Department of Assessments and Taxation unless payment is first made by the Seller in an amount equal to:

a) 8% of the total payment to a non-resident seller; **OR**

b) 8.25% of the total payment to a non-resident entity;

(NOTE: The amount of the payment for a non-resident individual is subject to adjustment on a recurring basis by the Comptroller of Maryland. The amount of the payment for a non-resident entity is subject, from time to time, to change by an Act of the Maryland General Assembly. Seller acknowledges that the amount(s) as set forth in a) and b) above may be greater or lesser than the actual amount(s) due by Seller at time of settlement.)

UNLESS each seller:

1. Certifies, in writing, under the penalties of perjury, that the Seller is a resident of the State of Maryland or is a resident entity of the State of Maryland; **OR**
2. Presents to the clerk of the circuit court for a county or the Maryland State Department of Assessments and Taxation a certificate issued by the Comptroller of the State of Maryland stating that: i) there is no tax due in connection with the sale or exchange of the Property; or ii) a reduced amount of tax is due from the Seller and the reduced amount is collected by the clerk of the circuit court for a county or the Maryland Department of Assessments and Taxation before recording or filing; **(NOTE: If Seller intends to obtain a certificate from the Comptroller's office, Seller should immediately contact the Comptroller at 1-800-MDTAXES. Obtaining the certificate requires a MINIMUM of three (3) weeks); OR**
3. Has satisfied the tax liability or has provided adequate security to cover such liability; **OR**
4. Certifies, in writing, under the penalties of perjury, that the Property being transferred is the Seller's principal residence.

As defined under Maryland law and as used in a) and b) above, the term "total payment" means the net proceeds paid to the Seller for the Property and associated tangible personal property, less: 1) debts owed by the Seller and secured by a mortgage or other lien against the Property being paid upon the sale or exchange of the Property and 2) other expenses of the Seller arising out of the sale or exchange of the Property and disclosed on a settlement statement prepared in connection with the sale or exchange of the Property. "Total payment" includes the fair market value of any property transferred to the Seller.

Signed by:

Seller's Signature

9/1/2026

Date

Seller's Signature

Date





Consumer Notice to Buyers of Residential Real Estate in Maryland
(Include with Exclusive Buyer/Tenant Representation Agreement)

Buyers of residential real estate in Maryland are advised to inquire about the following items:

COVENANTS RUNNING WITH THE LAND: Covenants running with the land are agreements that stipulate that ownership of the land cannot be transferred unless the new owner agrees to continue to abide by the covenants. They cannot be separated from the land and transfer with it. For example, an individual might own property subject to a covenant that requires the property to be used for charitable purposes only. A buyer who purchases the property must agree to use the property for charitable purposes only.

DEED RESTRICTIONS: Deed restrictions are provisions in a deed that limit the use of the property. With some exceptions, deed restrictions cannot be removed by the new owner.

EASEMENTS: An easement is a right, privilege, or interest that one party has in the land of another. There are many types of easements, including, conservation easements, utility easements, gas line easements, and power line easements. Easements may be in property deeds or title papers, and are part and parcel of the land they affect.

LEASES: A lease is any agreement that gives rise to a landlord/tenant relationship. Unless otherwise specified in the lease agreement, the buyer of a property occupied by a tenant under a lease is bound by the conditions and terms of the lease.

ONSITE SEWAGE DISPOSAL SYSTEMS (OSDS) WITH BEST AVAILABLE TECHNOLOGY (BAT): An OSDS is a wastewater treatment system that discharges the treated effluent into the ground. An OSDS with best available technology reduces nitrogen levels. If an OSDS system with BAT is installed on the property, Seller may have used state funds to purchase the system. If state funds were used to purchase the system, the property may be encumbered by an easement that obligates the owner of the property to comply with certain requirements such as maintaining the system and allowing the Maryland Department of the Environment and the county/city in which the property is located to inspect the system. Buyer is advised to inquire about the terms under which an OSDS system with BAT was installed on the property and check with the appropriate city/county agency.

PROPANE TANKS: Propane is a source of energy that is used for heating homes and water, cooking and refrigerating food, drying clothes, and fueling gas fireplaces and barbecue grills. Propane tanks may be owned or leased. If a propane tank is installed on the property, Buyer is advised to inquire about the terms under which the propane tank was installed, how to transfer the ownership or lease, and any costs associated with the transfer.

HOME SECURITY SYSTEMS THAT RECORD AUDIO: Buyer is advised that Maryland law prohibits **audio recording** of private conversations without the consent of all parties.

SOLAR PANELS: Solar panels are devices that convert light into electricity. If solar panels are installed on the property, Buyer is advised to inquire about the terms under which the solar panels were installed, how to transfer the ownership or lease, and any costs associated with the transfer.

WIRE FRAUD THROUGH EMAIL: Buyer is advised to never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Buyer should always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Buyer should never wire money without double-checking that the wiring instructions are correct.

DEPOSIT HELD BY ESCROW AGENT: Buyer is advised that an escrow agent, other than a Maryland licensed real estate broker, is not subject to the same legal requirements that Maryland licensed real estate brokers are under the Maryland Real Estate Brokers Act concerning the holding and the release of deposit monies. If the deposit is going to be held by a third party other than by a Maryland licensed real estate broker involved in the transaction, the parties are required to enter into a separate written escrow agreement, binding upon the parties and the escrow agent that complies with Section 10-802 of the Real Property Article, Annotated Code of Maryland.

SMOKE ALARMS: Buyer is notified that there were changes in Maryland law regarding smoke alarms and smoke detectors (Section 9-101 et seq. of the Public Safety Article, Annotated Code of Maryland). The type of smoke alarm required in a dwelling depends upon the age of the property. As of January 1, 2018, among other changes, no alarm—battery powered or hard-wired—may be older than 10 years from the date of manufacture, and if battery powered, be sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries. There are penalties for non-compliance. Additionally, some jurisdictions have more stringent rules for new construction or for rentals. Buyer is advised to inquire about smoke alarm compliance. Buyer may



view the smoke alarm requirements at: <http://mgaleg.maryland.gov/mgawebsite/Laws/StatuteText?article=gps§ion=9-101&enactments=false>. Buyer may contact the local fire marshal to obtain additional information about the smoke alarm law.

CONDOMINIUM/HOA RESERVE STUDY: A Reserve Study is a long-term capital budgeting tool that a condominium/HOA uses to determine the amount of money it should set aside in its Reserve Fund for replacement, repair, or restoration of common areas. The Reserve Fund is financed by collecting condominium dues, HOA fees, or special assessments. Buyer is advised to pay close attention to the reserve study report of a condominium/HOA as an underfunded Reserve Fund may result in a future increase of condominium dues, HOA fees, or the imposition of special assessments upon Buyer.

Buyer Signature

Date

Buyer 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 or broker's designee, acting as a dual agent does not exclusively represent either the seller or buyer; there may be a conflict of interest because the interests of the seller and buyer may be different or adverse. As a dual agent, the real estate broker does not owe undivided loyalty to either the seller or buyer.

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

Your Choices Concerning Dual Agency

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

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

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

Krauss Real Property Brokerage _____ act as a Dual Agent for me as the
(Firm Name)

10. 714 Seller in the sale of the property at: 113 Bay Drive, Annapolis, MD 21403

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

Signed by: 9/1/2026

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:

113 Bay Drive, Annapolis, MD 21403

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 _____



MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

Property Address: 113 Bay Drive, Annapolis, MD 21403

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

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

AND

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

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

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

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

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

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

Signed by:
Randy Dado
Seller

9/1/2026

Date

Buyer

Date

Seller

Date

Buyer

Date

Seller's Agent

Date

Buyer's Agent

Date



10/17



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Jonathan Schmitt

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Phone: (410) 329-9898 Fax:

2022 KRPB Listing



Anne Arundel County Association of REALTORS® RESIDENTIAL PROPERTY INFORMATION

UPON EXECUTION BY BUYER AND SELLER, THIS DOCUMENT WILL BECOME
AN ADDENDUM TO THE CONTRACT OF SALE

SELLER DISCLOSURE made on _____ ■ ADDENDUM to the Contract of Sale dated _____
between BUYER _____
and SELLER _____
for PROPERTY known as _____.

1. PRIVATE ROAD AND/OR PRIVATE DRIVEWAY AGREEMENT(S):

Seller acknowledges that the Property (Seller to initial one) is ____ / ____ OR ____ / ____ is not subject
to a ☐ private road; and/or ☐ private driveway agreement.

If "is" is initialed: Copy of Agreement(s) (attached) ____ / ____ YES ____ / ____ NO

If "NO" is initialed, explain: _____

2. EASEMENTS, RIGHT-OF-WAYS, AND/OR OTHER RESTRICTIONS:

Seller acknowledges that the Property (Seller to initial one) is ____ / ____ OR ____ / ____ is not subject
to an ☐ easement(s); and/or, ☐ right-of-way; and/or, ☐ other restriction limiting or affecting the use
of the property.

If "is" is initialed, explain: _____

3. IMPROVEMENTS:

The Seller has knowledge of agreements and/or notices with the local government to do work
(including, but not limited to: road widening, paving, natural gas hookup, sewer/water hookup, etc.).

____ / ____ YES ____ / ____ NO

If YES, explain: _____

4. AGRICULTURAL TRANSFER TAX:

Seller acknowledges that the Property (Seller to initial one) is ____ / ____ OR ____ / ____ is not subject
to an Agricultural Land Transfer Tax.

5. RECORDED SUBDIVISION WITH RESTRICTIVE COVENANTS:

Seller acknowledges that the Property (Seller to initial one) is ____ / ____ OR ____ / ____ is not part of
a recorded subdivision that has restrictive Covenants (however, no Homeowners Association exists).

If "is" is initialed, explain: _____



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Page 1 of 3 Revised 10/03/2023



6. VOLUNTARY COMMUNITY ASSOCIATION:

Seller acknowledges that the Property (Seller to initial one) is ____ / ____ OR ____ / ____ is not part of a **Voluntary** Community Association.

Fee: \$_____ Payable (check one): ☐ Yearly ☐ Semi-Annually ☐ Quarterly ☐ Monthly

Voluntary Community Association: _____

Address: _____

Phone/Email/Website: _____

7. HOMEOWNERS AND/OR CONDOMINIUM ASSOCIATION(S):

Seller acknowledges that the Property (Seller to initial one) is ____ / ____ OR ____ / ____ is not part of a recorded subdivision defined as a Homeowners Association; and/or, Condominium Association that has restrictive Covenants.

7.a. HOA and/or Condo Fees:

☐ **Homeowners Association (HOA)** (requires separate Notice)

Fee: \$_____ Payable (check one): ☐ Yearly ☐ Semi-Annually ☐ Quarterly ☐ Monthly

☐ **Additional Homeowners Association (HOA)** (requires separate Notice)

Fee: \$_____ Payable (check one): ☐ Yearly ☐ Semi-Annually ☐ Quarterly ☐ Monthly

☐ **Condominium Association** (requires separate Notice)

Fee: \$_____ Payable (check one): ☐ Yearly ☐ Semi-Annually ☐ Quarterly ☐ Monthly

7.b. Special Assessment(s):

Seller acknowledges that the Property (Seller to initial one) is ____ / ____ OR ____ / ____ is not subject to a current or approved Special Assessment

If "is" is initialed, explain: _____

Amount assessed \$_____ Date(s) due: _____ ☐ Supporting Documentation (attached)

7.c. HOA and/or Condo Contact Information:

Homeowners Association (HOA): _____

Address: _____

Phone/Email/Website: _____

Additional HOA, if applicable: _____

Address: _____

Phone/Email/Website: _____

Condominium Association: _____

Address: _____

Phone/Email/Website: _____



8. ADDITIONAL INFORMATION:

Name of Homeowner's Insurance Company/Broker: _____

☐ YES ☐ NO Seller has provided a Comprehensive Loss Underwriting Exchange (CLUE) Report.

☐ YES ☐ NO Seller carries Flood Insurance.

If YES, explain: _____

☐ YES ☐ NO Seller has provided a copy of the Flood Insurance Policy.

☐ YES ☐ NO Seller has provided a copy of the Elevation Certificate.

☐ YES ☐ NO Seller has provided a copy of a Location Drawing or Boundary Survey.

☐ YES ☐ NO Seller has provided a copy of Seller's Owners and/or Lenders Title Insurance.

9. LIMITED WARRANTY:

_____/____/____ Seller waives the purchase of a home warranty at the time of listing the property for sale; **OR**

_____/____/____ Seller elects to purchase a _____ home warranty at a cost not to exceed \$_____.

BUYER DATE

SELLER DATE

BUYER DATE

SELLER DATE





Anne Arundel County Association of REALTORS®
ADDENDUM OF ANNE ARUNDEL COUNTY REQUIRED NOTICES

Addendum dated _____ to the Contract of Sale between
 Buyer _____ and
 Seller _____
 for Property known as _____.

ANNE ARUNDEL COUNTY LAND-USE PLANS. The Buyer fully understands that in order to become more fully informed of the current and future land-use plans, facility plans, public works plans, school plans, or other plans affecting the property or area, the buyer should consult the appropriate County agency or County Internet web site for information regarding these plans. This notice is required under Section 10-703 of the Real Property Article, Annotated Code of Maryland for any Contract of Sale for single family residential real property in Anne Arundel County which is improved by four or fewer single family units. Local laws requiring disclosure to home buyers of substantially similar information, if any, shall prevail over this notice requirement. (www.aacounty.org)

WATERFRONT PROPERTY. If this property is, or appears to be, "waterfront" property, Buyer will rely on Buyer's own surveyor and title expert to ascertain the extent of any riparian rights or other rights of water access that inure to the owner of the Property.

CHESAPEAKE BAY CRITICAL AREA. If Anne Arundel County or the State has initiated enforcement action for a violation of a local law described in § 5-106(aa)(1) of the courts and judicial proceedings Article, a contract for sale of the real property where the violation occurred shall disclose:

- 1) The nature of the violation;
- 2) The status of any ongoing proceedings to enforce the violation; and,
- 3) Any actions the buyer of the real property may be required to take with respect to the property in order to cure the violation.

HOMEOWNERS INSURANCE. Buyer understands that an insurance provider may decline to insure, or change a premium rate to insure, this property if there has been prior insurance claim(s) against the property. Buyer will rely on Buyer's own insurance provider to ascertain the approximate cost to insure Property.

SPECIAL BENEFIT DISTRICT NOTICE. The Property may be in a Special Community Benefit District (SCBD), Shore Erosion Control District (SECD) and/or Waterway Improvement Districts (WID), defined by Article 4, Title 7 of the Anne Arundel County Code. The additional tax is itemized and collected as part of the Anne Arundel County real estate tax bill. Visit www.AACounty.org to view a property's tax bill.

RADIUM IN WELL WATER. According to the Anne Arundel County Department of Health, studies indicate that the radium level in some areas of Anne Arundel County, Maryland, exceed the level established by the U.S. Environmental Protection Agency for drinking water, as described in Radium in Well Water Information Sheet. The radium level in well water may be determined through specific testing conducted by County Health authorities or by an environmental testing firm approved by County Health authorities. For more information visit <https://www.aahealth.org/radium-in-well-water>.



THE FOLLOWING PARAGRAPHS APPLY ONLY IF BOTH BUYER(S) AND SELLER(S) INITIAL THEM:

FRONT FOOT BENEFIT ASSESSMENT. Each contract for the sale of real property in Anne Arundel County served by public water and/or wastewater facilities constructed as a result of an agreement permitted in Article 13 §5-110 of the Anne Arundel Code shall contain a notice to the Purchaser in substantially the following form.

If a Seller, subject to this section, fails to comply with the provisions of this section:

- 1) Prior to Settlement, the Purchaser shall have the right to rescind the contract and to receive a full refund of all deposits paid on account of the contract, but the right of rescission shall terminate five days after the Seller provides to the Purchaser written notice in compliance with this section; and,**
- 2) following Settlement, the Seller shall be liable to the Purchaser for the full amount of any open lien or assessment.**

____ Owner(s) states that the property is subject to a Front Foot Benefit Assessment and/or
 ____ Capital Facilities Assessment which purports to cover or defray the cost of installing or
 maintaining all or part of the public water or wastewater facilities constructed by the
 developer of the _____ (subdivision). This fee or
 assessment is (amount) \$_____ payable annually in (month) _____ to
 _____ (hereinafter called "lienholder")
 until (date) _____. There may be a right of prepayment or discount
 for early payment which may be ascertained by contacting the lienholder. This fee or
 assessment is a contractual obligation between the lienholder and each owner of this
 property and is not in any way a fee or assessment by Anne Arundel County.
 Contact information for the lienholder: _____

____ Owner(s) states that the property is subject to a Front Foot Benefit Assessment and/or
 ____ Capital Facilities Assessment of (amount) \$_____ per _____ payable to
Anne Arundel County.

____ Owner(s) states that the property **IS NOT** subject to a Front Foot Benefit Assessment and/or
 ____ Capital Facilities Assessment.

ANNAPOLIS HISTORIC DISTRICT ONLY – CITY OF ANNAPOLIS – Property is located in the Historic District as defined by Annapolis City Code Section 21.56.030.

____ Buyer should visit the website of the Historic Preservation Commission to learn about the
 ____ various requirements that apply to properties located in the District. (www.annapolis.gov)

REQUIRED NOTICE – SPECIAL TAX DISTRICT. Each year the buyer of this property must pay a special
 ____ assessment or special tax imposed under Article 6 §4A-101 of the Anne Arundel County
 ____ Code, as of Contract of Sale date. The special assessment or special tax on this property
 Amounts to _____ Dollars (\$_____) each year;
 as of (date of each scheduled increase)_____, the assessment or tax may increase
 to (maximum amount or method for determining the same)_____.
 For further information on this assessment or tax, Buyer may contact the County Office of
 Finance. An increase in any special assessment, special tax, fee or charge is likely to occur in
 the foreseeable future but the timing or amount of the increase is not certain.



AIRPORT NOISE. Buyer understands that Property may be located within the designated airport noise zone of the Baltimore-Washington International (BWI) Airport or other airport facility. Property may, now or in the future, be subject to over-flights of air traffic to and from that facility and experience cumulative day-night noise levels of 65 decibels or greater. Properties in an airport noise zone may be subject to zoning restrictions affecting new development or new uses of property without a zoning variance from the Board of Airport Zoning Appeals, as per Title 5 Subtitle 8 of the Transportation Article, Annotated Code of Maryland. A 24-hour "Noise Hotline" (410-859-7021) and Airport Noise Zone Map are available from the Maryland Aviation Administration, Maryland Department of Transportation. (Phone numbers are subject to change without notice). Buyer may obtain additional information regarding existing or planned airport facilities from Anne Arundel County authorities.

NOTICE – STORMWATER MANAGEMENT (SWM) Best Management Practices (BMPs): Buyer understands that Property may have a Stormwater Management Maintenance and Inspection Agreement (SWMA) recorded against the deed of the property. The SWMA is inherited by the new property owner with each sale of the property, in perpetuity. Anne Arundel County Code Article 16, Title 4 (SWM Ordinance), §16-4-303 and §16-4-401 requires triennial inspections by the County. Every BMP requires upkeep, maintenance, inspections and repair by the property owner/responsible party. To find out if a property has a BMP visit Anne Arundel County website (aacounty.org) or call Anne Arundel County's Stormwater management Inspections at 410-222-7171.

DISCLAIMER. Buyer and Seller acknowledge that they jointly and severally agree to indemnify and hold harmless the Listing and Selling Brokers and their agents and employees for any losses or damages resulting from any act or omission by any party as a result of the provisions contained in this Notice.

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

BUYER DATE

SELLER DATE

BUYER DATE

SELLER DATE



Anne Arundel County Association of REALTORS® (AACAR). For use by REALTOR® members of AACAR only. Except as negotiated by the parties to the Lease Agreement, this form may not be altered or modified in any form without the prior expressed written consent of AACAR.



SMOKE ALARM LAWS

2018

Maryland
REALTORS®



AS OF JANUARY 1, 2018 - MARYLAND LAW REQUIRES:

IF BATTERY OPERATED ONLY, ALARM MUST:

- Be powered by 10-year sealed battery
- Have a silence/hush feature

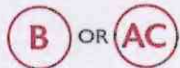
IF HARDWIRED ALTERNATING CURRENT (AC) ALARM:

- May NOT be older than 10 years from the date of manufacture*

ONE ALARM MUST BE LOCATED ON EACH LEVEL OF THE DWELLING INCLUDING THE BASEMENT

NOTE: REGARDLESS OF WHEN BUILT, battery operated only alarms must be powered by 10-year sealed batteries, and no unit, whether battery operated or AC, may be older than 10 years. Types of alarms found in homes have changed over time based on requirements at the time of construction.

BUILT BEFORE
7/1/75



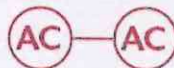
Located:
Each hallway outside
bedroom(s)

BUILT BETWEEN
7/1/75 - 1/1/89



Located:
Each hallway outside
bedroom(s)

BUILT BETWEEN
1/1/89 - 7/1/90



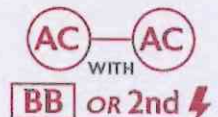
Located:
Each hallway outside
bedroom(s)

BUILT BETWEEN
7/1/90 - 7/1/13



Located:
Each hallway outside
bedroom(s)

BUILT AFTER
7/1/13



Located:
Each hallway outside
bedroom(s) **AND** in
each bedroom

BE AWARE!

- Hardwired AC Alarms must be replaced with hardwired alarms of the same type.
- Additional alarms required as of January 1, 2018 (such as in basement) may be battery operated if they are 10-year sealed battery alarms with a silence/hush button feature.
- A seller who fails to comply with the law is subject to a fine, imprisonment, or both.
- As required by law, any information about alarms that is shared with a REALTOR® is considered a material fact that must be disclosed to all parties.

***NOTE:** Date of manufacture will be marked on back of smoke alarm. If no date is printed on device, it should not be used.

KEY

- B: Battery powered alarm
- AC: Alarm powered by alternating current (hardwired)

AC-AC: Hardwired interconnected alarm

BB: Battery Backup

2nd ⚡ Alternate secondary power source (i.e. WiFi or Radio Frequency)

Transaction Checklist-Insurance Issues

- Discuss current insurance market conditions with your insurance agent and any problems you may have in obtaining insurance on the home you are purchasing.
- Review offer to purchase to identify insurance issues.
- Contact one or more insurance agents immediately following acceptance of purchase contract by both parties to begin process of obtaining necessary insurance.
- Obtain commitments to issue an insurance policy from an insurance company in writing and carefully review it with your attorney or insurance agent to determine scope of that commitment.
- Be aware of alternative insurance sources that maybe available if a problem develops:
 - Know available sources of insurance (i.e., what other insurance companies are in market by calling different insurance agencies in the community).
 - Check with seller's current insurer to determine if that insurer will continue to insure property with new owner.
 - Check with buyer's current insurer to determine if that insurer will continue to insure buyer in new property.
 - Alternative forms of coverage that may allow the transaction to proceed may be obtained by contacting the Maryland Joint Insurance Association 410-539-6808.



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FAX 301-261-8369

*Prepared in part by the Risk Management Committee of the
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The New Reality of Property Insurance What You Should Know



The Voice for Real Estate® in Maryland

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Jonathan Schmitt

Q How Can Insurance availability/affordability affect the real estate transactions?

A. The affordability and availability of insurance affects both buyers and sellers. Buyers will typically be obtaining mortgage financing to pay the purchase price of the property. The lender will require that there be property insurance to cover their interest in the property. If proof of insurance is not available at closing the lender will likely refuse to release the funds and therefore delay or even derail the transaction, either of which can impose both inconvenience and cost to both the buyer and seller. Even in a "cash" transaction the buyer may be hesitant to complete a transaction where insurance is not available to cover the buyer's equity in the property.

Q. When should a buyer apply to obtain an insurance policy to cover the property being purchased?

A. The interest of both buyers and the sellers now suggests that the buyers should begin their search for insurance no later than the time of the contract to purchase is signed. This helps to assure a firm commitment for the issuance of a policy well in advance of the settlement of the transaction. Waiting until the last days or even weeks before the closing can limit the opportunities of the buyers and sellers to address the affordability and availability issue and, if needed, to find alternatives for difficult to insure properties. There have been many examples of transactions, which have been adversely affected in some manner because of problems associated with insurance availability/affordability.

Q. What kinds of events/records can affect the ability to obtain insurance on a property being purchased?

A. A number of factors can affect the availability and cost of homeowner insurance on a property being purchased. For example, they include:

- a. past claims filed on the property (up to previous five years)

- b. poor insurance score of the prospective purchaser
- c. past claims filed by the property purchaser on other properties
- d. physical characteristics of property (e.g., leaky roof, historical)

- e. characteristics of the property's location (e.g., proximity to fire station, regional weather conditions)

Q. How does the insurance company know what claims have been filed in connection with the property?

A. Approximately 90% of all insurance companies contribute information regarding claims to an insurance industry database. When underwriting a new policy the insurance company may obtain a report from this system from one of a couple different sources to determine the property's claims history. This report is most often identified as a comprehensive loss underwriting exchange report or a "CLUE Report." The report contains information regarding property claims filed in connection with a particular property and claims filed by a particular insured person. For a fee the current owner of the property may obtain a copy of this report. A copy of the report is available to the property owner through companies such as ChoicePoint, Inc, either by writing to ChoicePoint, Inc located in Alpharetta, Georgia, or by going to their website, choicepoint.com, and A-Plus, either by writing to A-Plus located in Jersey City, New Jersey or calling 800-709-8842.

Q. Should I get a copy of the CLUE Report?

A. While this decision is up to the property owner, it is important to understand the limitations of the report. The report contains only raw information and how that information will affect the insurability of a property isn't explained as a part of the report. Moreover, not all insurance companies use the report and those that do use it don't all use the information in the same way. As a result having the report may not enable you to predict whether a particular company will insure the property. If you want information on how a CLUE Report or other similar report may affect your ability to obtain insurance contact your insurance agent.

Q. Are there factors unique to a buyer that can affect their ability to obtain insurance?

A. Yes, although not used by all insurance companies in determining eligibility for insurance, some companies do review the claims filed by the buyer on properties owned by the buyer during the preceding five years. This is another aspect of the CLUE Report database that focuses upon the insured individual rather than the insured property.

Another more controversial factor is the use of Insurance Scores. Insurance Scores, which are formulas developed by insurance companies in an effort to predict the likelihood of an individual filing claims, are sometimes used to determine to whom or at what price an insurance policy will be issued.

Insurance scores are not standardized within the insurance industry and both how they are calculated and how they are used is generally not known outside of individual insurance companies. If you want additional information on how insurance scoring may affect our ability to obtain insurance contact our insurance agent.

Q. Can an insurer rate my insurance risk based on my credit score?

A. No. In Maryland, insurance companies are prohibited from using credit scores to determine a property owner's insurance risk.

Q. If I have questions about insurance practices or the law, who should I contact?

A. The Maryland Insurance Administration has a consumer complaint line for all forms of insurance. In the case of homeowner's insurance, you would contact the Consumer Complaints Department for Property and Casualty at 410-468-2341