

- CONCRETE CURBS**
- 1. 14'-0" x 3'-0" 14.00
 - 2. 14'-0" x 3'-0" 14.00
 - 3. 14'-0" x 3'-0" 14.00
 - 4. 14'-0" x 3'-0" 14.00
 - 5. 14'-0" x 3'-0" 14.00
 - 6. 14'-0" x 3'-0" 14.00
 - 7. 14'-0" x 3'-0" 14.00
 - 8. 14'-0" x 3'-0" 14.00
 - 9. 14'-0" x 3'-0" 14.00
 - 10. 14'-0" x 3'-0" 14.00

- ASPH**
1. 14'-0" x 3'-0" 14.00
 2. 14'-0" x 3'-0" 14.00
 3. 14'-0" x 3'-0" 14.00
 4. 14'-0" x 3'-0" 14.00

Unit No.	Area (sq. ft.)	Volume (cu. ft.)	Weight (lbs.)
1	14.00	14.00	14.00
2	14.00	14.00	14.00
3	14.00	14.00	14.00
4	14.00	14.00	14.00
5	14.00	14.00	14.00
6	14.00	14.00	14.00
7	14.00	14.00	14.00
8	14.00	14.00	14.00
9	14.00	14.00	14.00
10	14.00	14.00	14.00
11	14.00	14.00	14.00
12	14.00	14.00	14.00
13	14.00	14.00	14.00
14	14.00	14.00	14.00
15	14.00	14.00	14.00
16	14.00	14.00	14.00
17	14.00	14.00	14.00
18	14.00	14.00	14.00
19	14.00	14.00	14.00
20	14.00	14.00	14.00
21	14.00	14.00	14.00
22	14.00	14.00	14.00
23	14.00	14.00	14.00
24	14.00	14.00	14.00
25	14.00	14.00	14.00
26	14.00	14.00	14.00
27	14.00	14.00	14.00
28	14.00	14.00	14.00
29	14.00	14.00	14.00
30	14.00	14.00	14.00
31	14.00	14.00	14.00
32	14.00	14.00	14.00
33	14.00	14.00	14.00
34	14.00	14.00	14.00
35	14.00	14.00	14.00
36	14.00	14.00	14.00
37	14.00	14.00	14.00
38	14.00	14.00	14.00
39	14.00	14.00	14.00
40	14.00	14.00	14.00
41	14.00	14.00	14.00
42	14.00	14.00	14.00
43	14.00	14.00	14.00
44	14.00	14.00	14.00
45	14.00	14.00	14.00
46	14.00	14.00	14.00
47	14.00	14.00	14.00
48	14.00	14.00	14.00
49	14.00	14.00	14.00
50	14.00	14.00	14.00
51	14.00	14.00	14.00
52	14.00	14.00	14.00
53	14.00	14.00	14.00
54	14.00	14.00	14.00
55	14.00	14.00	14.00
56	14.00	14.00	14.00
57	14.00	14.00	14.00
58	14.00	14.00	14.00
59	14.00	14.00	14.00
60	14.00	14.00	14.00
61	14.00	14.00	14.00
62	14.00	14.00	14.00
63	14.00	14.00	14.00
64	14.00	14.00	14.00
65	14.00	14.00	14.00
66	14.00	14.00	14.00
67	14.00	14.00	14.00
68	14.00	14.00	14.00
69	14.00	14.00	14.00
70	14.00	14.00	14.00
71	14.00	14.00	14.00
72	14.00	14.00	14.00
73	14.00	14.00	14.00
74	14.00	14.00	14.00
75	14.00	14.00	14.00
76	14.00	14.00	14.00
77	14.00	14.00	14.00
78	14.00	14.00	14.00
79	14.00	14.00	14.00
80	14.00	14.00	14.00
81	14.00	14.00	14.00
82	14.00	14.00	14.00
83	14.00	14.00	14.00
84	14.00	14.00	14.00
85	14.00	14.00	14.00
86	14.00	14.00	14.00
87	14.00	14.00	14.00
88	14.00	14.00	14.00
89	14.00	14.00	14.00
90	14.00	14.00	14.00
91	14.00	14.00	14.00
92	14.00	14.00	14.00
93	14.00	14.00	14.00
94	14.00	14.00	14.00
95	14.00	14.00	14.00
96	14.00	14.00	14.00
97	14.00	14.00	14.00
98	14.00	14.00	14.00
99	14.00	14.00	14.00
100	14.00	14.00	14.00

Space 20 assigned to unit 22-3

FARFIELD CONDOMINIUM

Approved by the Board of Directors of Fairfield Condominium, Inc. on 10/15/2013.

Recorded in the Office of the Recorder of Deeds, District of Columbia, on 10/15/2013.

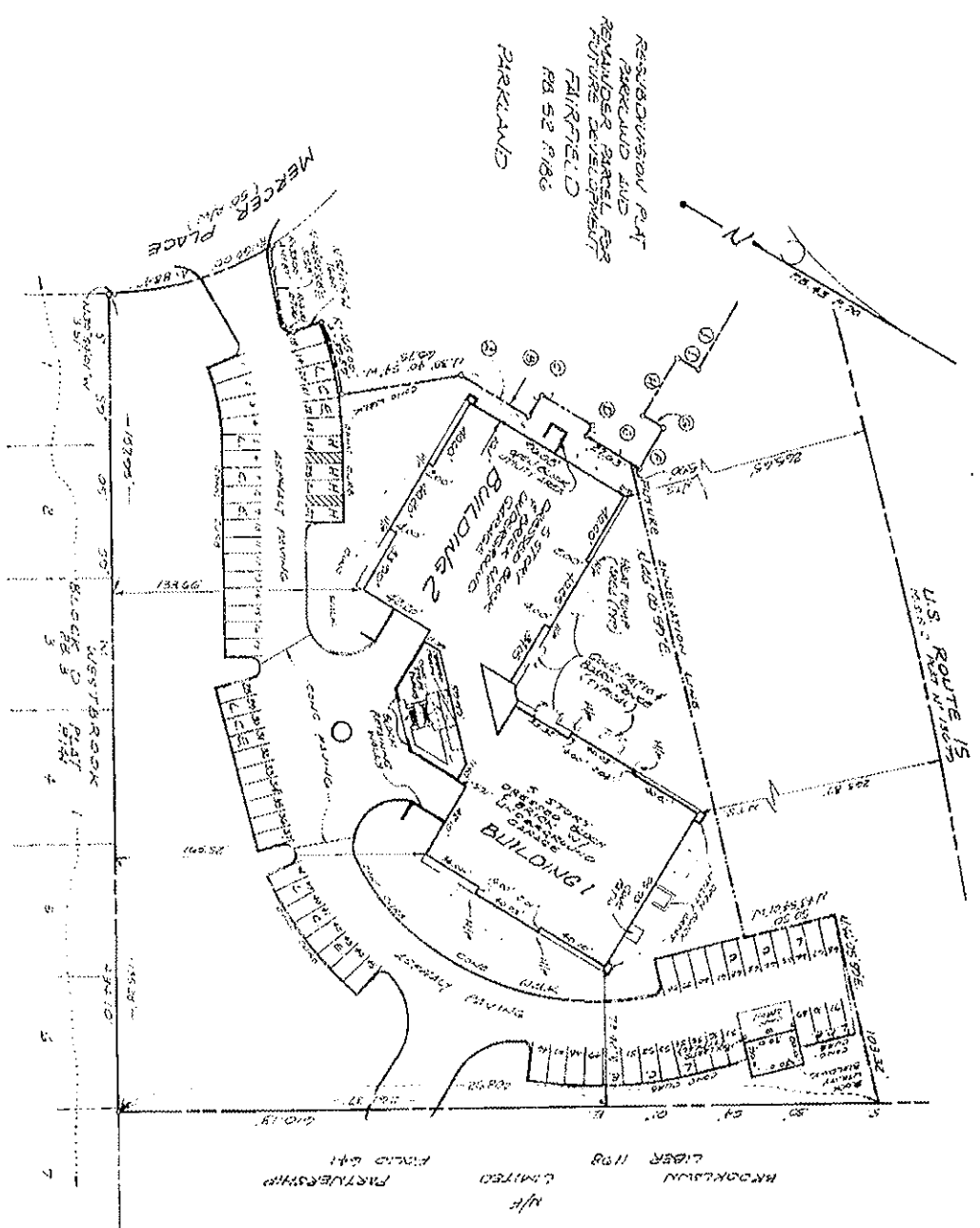
Harris, Strang & Associates, Inc.

1400 Connecticut Avenue, N.W., Suite 1000, Washington, D.C. 20004

Phone: (202) 462-1100 Fax: (202) 462-1101

Recorded in Plat Book _____ Page _____

2-066-N/01 1155 85H



- BOUNDARY COURSES**
- ① 40°05'50"E 43.00'
 - ② 48°54'01"W 13.00'
 - ③ 40°05'50"E 31.00'
 - ④ 5°28'54"E 6.00'
 - ⑤ 40°05'50"E 33.53'
 - ⑥ 48°54'01"W 25.36'
 - ⑦ 5°28'50"W 13.00'
 - ⑧ 48°54'01"W 34.76'
 - ⑨ 40°05'50"E 13.00'
 - ⑩ 48°54'01"W 44.65'

- NOTES:**
1. REVISIONS SHOWN FOR FUTURE CONSTRUCTION.
 2. DIMENSIONS SHOWN FOR FUTURE CONSTRUCTION.
 3. UNITS COMMON TO BUILDINGS ARE DESIGNATED AS SUCH.
 4. DIMENSIONS SHOWN FOR FUTURE CONSTRUCTION.
 5. DIMENSIONS SHOWN FOR FUTURE CONSTRUCTION.
 6. DIMENSIONS SHOWN FOR FUTURE CONSTRUCTION.
 7. DIMENSIONS SHOWN FOR FUTURE CONSTRUCTION.
 8. DIMENSIONS SHOWN FOR FUTURE CONSTRUCTION.
 9. DIMENSIONS SHOWN FOR FUTURE CONSTRUCTION.
 10. DIMENSIONS SHOWN FOR FUTURE CONSTRUCTION.

UNIT NO.	APPROXIMATE AREA (SQ. FT.)	APPROXIMATE AREA (SQ. FT.)	APPROXIMATE AREA (SQ. FT.)
1	21-2	39	14-25
2	21-3	40	12-3
3	21-4	41	14-24
4	21-5	42	14-3
5	21-6	43	12-3
6	21-7	44	11-3
7	21-8	45	15-6
8	21-9	46	15-7
9	21-10	47	13-14
10	21-11	48	15-8
11	21-12	49	12-25
12	21-13	50	14-18
13	21-14	51	14-14
14	21-15	52	13-28
15	21-16	53	13-18
16	21-17	54	11-5
17	21-18	55	11-5
18	21-19	56	11-24
19	21-20	57	11-28
20	21-21	58	11-14
21	21-22	59	11-4
22	21-23	60	11-14
23	21-24	61	12-24
24	21-25	62	12-5
25	21-26	63	13-5
26	21-27	64	14-5
27	21-28	65	14-5
28	21-29	66	14-5
29	21-30	67	14-5
30	21-31	68	14-5
31	21-32	69	14-5
32	21-33	70	14-5
33	21-34	71	14-5
34	21-35	72	14-5
35	21-36	73	14-5
36	21-37	74	14-5
37	21-38	75	14-5
38	21-39	76	14-5
39	21-40	77	14-5
40	21-41	78	14-5
41	21-42	79	14-5
42	21-43	80	14-5
43	21-44	81	14-5
44	21-45	82	14-5
45	21-46	83	14-5
46	21-47	84	14-5
47	21-48	85	14-5
48	21-49	86	14-5
49	21-50	87	14-5
50	21-51	88	14-5
51	21-52	89	14-5
52	21-53	90	14-5
53	21-54	91	14-5
54	21-55	92	14-5
55	21-56	93	14-5
56	21-57	94	14-5
57	21-58	95	14-5
58	21-59	96	14-5
59	21-60	97	14-5
60	21-61	98	14-5
61	21-62	99	14-5
62	21-63	100	14-5
63	21-64	101	14-5
64	21-65	102	14-5
65	21-66	103	14-5
66	21-67	104	14-5
67	21-68	105	14-5
68	21-69	106	14-5
69	21-70	107	14-5
70	21-71	108	14-5
71	21-72	109	14-5
72	21-73	110	14-5
73	21-74	111	14-5
74	21-75	112	14-5
75	21-76	113	14-5
76	21-77	114	14-5
77	21-78	115	14-5
78	21-79	116	14-5
79	21-80	117	14-5
80	21-81	118	14-5
81	21-82	119	14-5
82	21-83	120	14-5
83	21-84	121	14-5
84	21-85	122	14-5
85	21-86	123	14-5
86	21-87	124	14-5
87	21-88	125	14-5
88	21-89	126	14-5
89	21-90	127	14-5
90	21-91	128	14-5
91	21-92	129	14-5
92	21-93	130	14-5
93	21-94	131	14-5
94	21-95	132	14-5
95	21-96	133	14-5
96	21-97	134	14-5
97	21-98	135	14-5
98	21-99	136	14-5
99	21-100	137	14-5
100	21-101	138	14-5
101	21-102	139	14-5
102	21-103	140	14-5
103	21-104	141	14-5
104	21-105	142	14-5
105	21-106	143	14-5
106	21-107	144	14-5
107	21-108	145	14-5
108	21-109	146	14-5
109	21-110	147	14-5
110	21-111	148	14-5
111	21-112	149	14-5
112	21-113	150	14-5
113	21-114	151	14-5
114	21-115	152	14-5
115	21-116	153	14-5
116	21-117	154	14-5
117	21-118	155	14-5
118	21-119	156	14-5
119	21-120	157	14-5
120	21-121	158	14-5
121	21-122	159	14-5
122	21-123	160	14-5
123	21-124	161	14-5
124	21-125	162	14-5
125	21-126	163	14-5
126	21-127	164	14-5
127	21-128	165	14-5
128	21-129	166	14-5
129	21-130	167	14-5
130	21-131	168	14-5
131	21-132	169	14-5
132	21-133	170	14-5
133	21-134	171	14-5
134	21-135	172	14-5
135	21-136	173	14-5
136	21-137	174	14-5
137	21-138	175	14-5
138	21-139	176	14-5
139	21-140	177	14-5
140	21-141	178	14-5
141	21-142	179	14-5
142	21-143	180	14-5
143	21-144	181	14-5
144	21-145	182	14-5
145	21-146	183	14-5
146	21-147	184	14-5
147	21-148	185	14-5
148	21-149	186	14-5
149	21-150	187	14-5
150	21-151	188	14-5
151	21-152	189	14-5
152	21-153	190	14-5
153	21-154	191	14-5
154	21-155	192	14-5
155	21-156	193	14-5
156	21-157	194	14-5
157	21-158	195	14-5
158	21-159	196	14-5
159	21-160	197	14-5
160	21-161	198	14-5
161	21-162	199	14-5
162	21-163	200	14-5
163	21-164	201	14-5
164	21-165	202	14-5
165	21-166	203	14-5
166	21-167	204	14-5
167	21-168	205	14-5
168	21-169	206	14-5
169	21-170	207	14-5
170	21-171	208	14-5
171	21-172	209	14-5
172	21-173	210	14-5
173	21-174	211	14-5
174	21-175	212	14-5
175	21-176	213	14-5
176	21-177	214	14-5
177	21-178	215	14-5
178	21-179	216	14-5
179	21-180	217	14-5
180	21-181	218	14-5
181	21-182	219	14-5
182	21-183	220	14-5
183	21-184	221	14-5
184	21-185	222	14-5
185	21-186	223	14-5
186	21-187	224	14-5
187	21-188	225	14-5
188	21-189	226	14-5
189	21-190	227	14-5
190	21-191	228	14-5
191	21-192	229	14-5
192	21-193	230	14-5
193	21-194	231	14-5
194	21-195	232	14-5
195	21-196	233	14-5
196	21-197	234	14-5
197	21-198	235	14-5
198	21-199	236	14-5
199	21-200	237	14-5
200	21-201	238	14-5
201	21-202	239	14-5
202	21-203	240	14-5
203	21-204	241	14-5
204	21-205	242	14-5
205	21-206	243	14-5
206	21-207	244	14-5
207	21-208	245	14-5
208	21-209	246	14-5
209	21-210	247	14-5
210	21-211	248	14-5
211	21-212	249	14-5
212	21-213	250	14-5
213	21-214	251	14-5
214	21-215	252	14-5
215	21-216	253	14-5
216	21-217	254	14-5
217	21-218	255	14-5
218	21-219	256	14-5
219	21-220	257	14-5
220	21-221	258	14-5
221	21-222	259	14-5
222	21-223	260	14-5
223	21-224	261	14-5
224	21-225	262	14-5
225	21-226	263	14-5
226	21-227	264	14-5
227	21-228	265	14-5
228	21-229	266	14-5
229	21-230	267	14-5
230	21-231	268	14-5
231	21-232	269	14-5
232	21-233	270	14-5
233	21-234	271	14-5
234	21-235	272	14-5
235	21-236	273	14-5
236	21-237	274	14-5
237	21-238	275	14-5
238	21-239	276	14-5
239	21-240	277	14-5
240	21-241	278	14-5
241	21-242	279	14-5
242	21-243	280	14-5
243	21-244	281	14-5
244	21-245	282	14-5
245	21-246	283	14-5
246	21-247	284	14-5
247	21-248	285	14-5
248	21-249	286	14-5
249	21-250	287	14-5
250	21-251	288	14-5
251	21-252	289	14-5
252	21-253	290	14-5
253	21-254	291	14-5
254	21-255	292	14-5
255	21-256	293	14-5
256	21-257	294	14-5
257	21-258	295	14-5
258	21-259	296	14-5
259	21-260	297	14-5
260	21-261	298	14-5
261	21-262	299	14-5
262	21-263	300	14-5

DATE	REVISIONS

FAIRFIELD CONDOMINIUM

APPROVED CONDOMINIUM PLAN

SHEET 2 OF 15

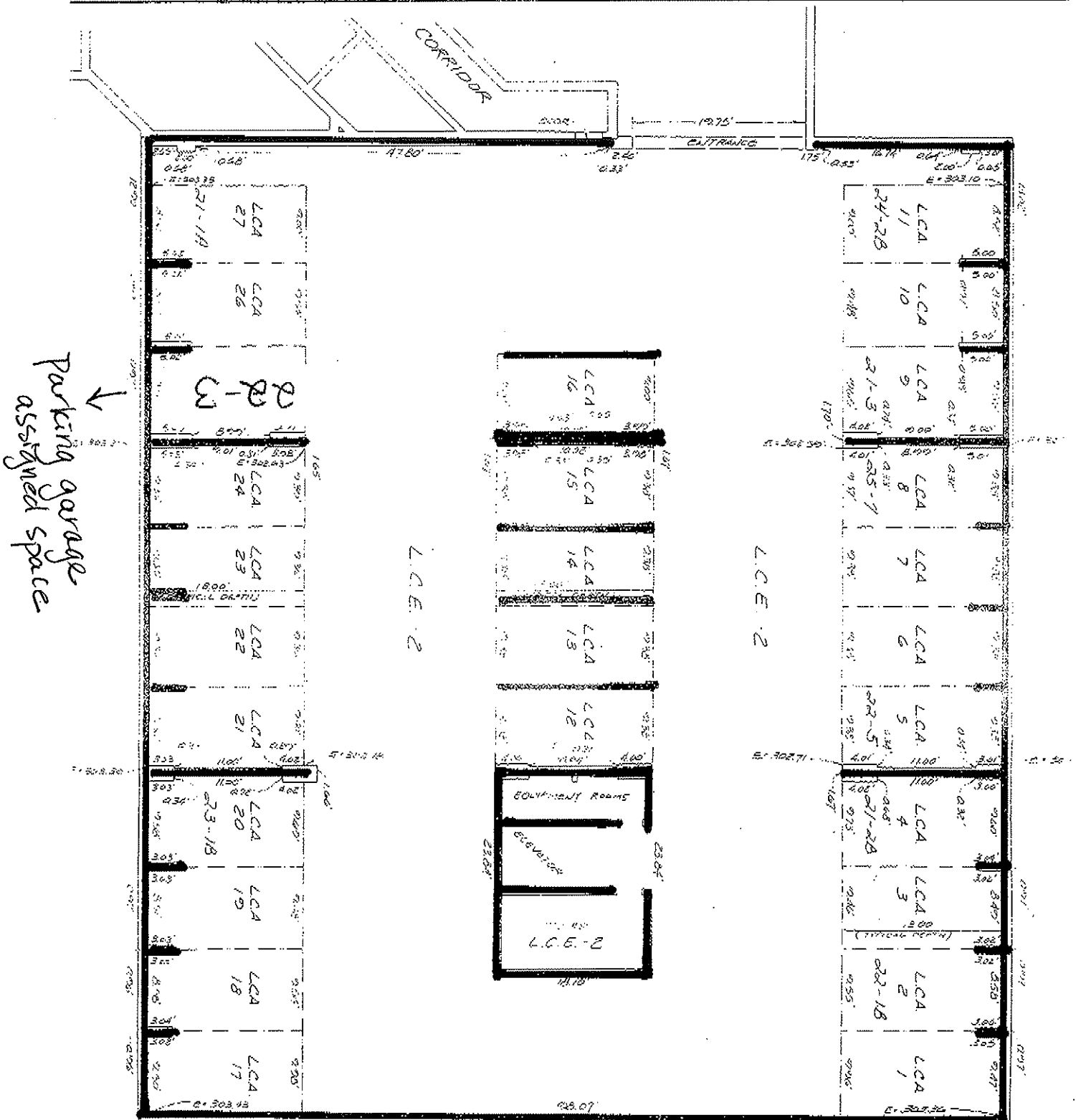
APPROVED TO CONDOMINIUM PLAN REGISTERED IN F.S. 52 §101

AWARD TO THE LAND RECORDS OF FREDERICK COUNTY, MARYLAND

SITUATED ON MERCER PLACE

CITY OF FREDERICK

PREPARED BY: FREDERICK COUNTY, MARYLAND



parking garage
assigned space
↓

L.C.E. 2

L.C.E. 2

EQUIPMENT ROOMS
ELEVATOR
L.C.E.-2

CORRIDOR

ENTRANCE

- LCA 27
- LCA 26
- LCA 25
- LCA 24
- LCA 23
- LCA 22
- LCA 21
- LCA 20
- LCA 19
- LCA 18
- LCA 17

- LCA 11
- LCA 10
- LCA 9
- LCA 8
- LCA 7
- LCA 6
- LCA 5
- LCA 4
- LCA 3
- LCA 2
- LCA 1



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 _____ to Exclusive Right to Sell Brokerage Agreement dated September 30, 2011, between Owner(s) Virginia Mullane Stimson, Trust, and Broker Re/Max Results Jan West 106 Mercer Court 22-3 Frederick, MD 21701 for Property known as _____

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

INCLUDED

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

INCLUDED

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

INCLUDED

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

INCLUDED

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

ADDITIONAL INCLUSIONS (Specify):

EXCLUSIONS (Specify):

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

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

Virginia Mullane Stimson, Trust 11-11-11
 Owner _____ Date _____
by Charles D. Stimson
 Virginia Mullane Stimson, Trus _____ Date _____

©Copyright 2005 Maryland Association of REALTORS®, Inc. For use by REALTOR® members of the Maryland Association of REALTORS® only. Except as negotiated by the parties to the Contract, this form may not be altered or modified in any form without the prior expressed written consent of the Maryland Association of REALTORS®, Inc.





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 11/11/11 to the Contract of Sale dated _____, between Buyer _____ and Seller Virginia Mullane Stimson, Trust, for Property known as 106 Mercer Court 22-3, Frederick, MD 21701.

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 smoke detectors will provide an alarm in the event of a power Outage; and
 - (x) **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 VM / _____ 

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

Virginia Mullane Stimson, Trust 11-11-11

Seller's Signature Date

Virginia Mullane Stimson, Trust
Charles D. Prason

Buyer's Signature Date

Seller's Signature Date

Agent's Signature Date

Jan West 11-9-11

Agent's Signature Date
Jan West

©Copyright 2007 Maryland Association of REALTORS®, Inc. For use by REALTOR® members of the Maryland Association of REALTORS® only. Except as negotiated by the parties to the Contract, this form may not be altered or modified in any form without the prior expressed written consent of the Maryland Association of REALTORS®, Inc.

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 106 Mercer Court 22-3, Frederick, MD 21701

Legal Description: IMPSUNIT 22-3 BLDG 2 1312 SQ FT FAIRFIELD CONDO

NOTICE TO SELLER AND PURCHASER

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

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

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

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

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

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

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

How long have you owned the property? _____

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

Water Supply [] Public [] Well [] Other _____
Sewage Disposal [] Public [] Septic System approved for _____ (# bedrooms)
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: _____
Will the smoke detectors provide an alarm in the event of a power outage? Yes No Does Not Apply
Comments: _____

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

10. Water Supply: Any problem with water supply? Yes No Unknown
Comments: _____
Home water treatment system: Yes No Unknown
Comments: _____
Fire sprinkler system: Yes No Unknown Does Not Apply
Comments: _____
Are the systems in operating condition? Yes No Unknown
Comments: _____

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

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?
 Yes No Unknown
Comments: _____
Are gutters and downspouts in good repair? Yes No Unknown
Comments: _____

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

Comments: _____
Any treatments or repairs? Yes No Unknown
Any warranties? Yes No Unknown

Comments: _____

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

Comments: _____

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property? Yes No Unknown

Comments: _____

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

Comments: _____

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

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

Owner Virginia Mullane Stimson, Trus Date _____

Owner _____ Date _____

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

Purchaser _____ Date _____

Purchaser _____ Date _____

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

The owner(s) has actual knowledge of the following latent defects: None

Owner Virginia Mullane Stimson Trust Date 11-11-11
Virginia Mullane Stimson, Trust
Charles D. Stimson

Owner _____ Date _____

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

Purchaser _____ Date _____

Purchaser _____ Date _____



CONDOMINIUM RESALE NOTICE

ADDENDUM/AMENDMENT # _____ dated _____ to Contract of Sale dated _____
between Buyer(s): _____
and Seller(s): Virginia Mullane Stimson, Trust,
for Property known as: 106 Mercer Court 22-3, Frederick, MD 21701
Condominium Unit # 22-3 Building # 2, Section/Regime # _____,
in Fairfield Condominium Association.

PART ONE

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

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

 Buyer _____ / _____

Seller CDS / _____



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

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

PART TWO

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

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

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

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

BUYER MAY, AT ANY TIME WITHIN 7 DAYS FOLLOWING RECEIPT OF ALL THIS INFORMATION, RESCIND IN WRITING THE CONTRACT OF SALE, WITHOUT STATING A REASON AND WITHOUT ANY LIABILITY ON BUYERS' PART. UPON RECISSION, BUYER IS ENTITLED TO THE RETURN OF ANY DEPOSIT MADE ON ACCOUNT OF THE CONTRACT. HOWEVER, ONCE THE SALE IS CLOSED, BUYER'S RIGHT TO CANCEL THE CONTRACT IS TERMINATED.

_____	_____	<i>Virginia Mullane Stimson, Trust</i>	<i>11-11-11</i>
Buyer	Date	Seller	Date
		Virginia Mullane Stimson, Trust	
		<i>by: Charles Douglas Stimson</i>	
_____	_____	_____	_____
Buyer	Date	Seller	Date



The City of Frederick Disclosure Statement

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED WITHIN THE CITY OF FREDERICK, STATE OF MARYLAND, DESCRIBED AS 106 Mercer Court 22-3. THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE CITY OF FREDERICK DISCLOSURE ORDINANCE IN COMPLIANCE WITH THE CITY OF FREDERICK CODE SECTION NO. 12.5-30 (THE CITY OF FREDERICK DISCLOSURE UPON SALE OF REAL PROPERTY ORDINANCE). THIS ORDINANCE AFFORDS A BUYER THE RIGHT TO REVIEW LAND USE DOCUMENTS, AND TO REQUEST A REVIEW PERIOD OR TO WAIVE SUCH REVIEW PERIOD. SEE ORDINANCE FOR COMPLETE DETAILS.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE BUYER IN A CONTRACT FOR SALE OF RESIDENTIAL REAL PROPERTY WITHIN THE CITY OF FREDERICK AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY.

BUYER ACKNOWLEDGES THAT IT IS BUYER'S RIGHT TO REVIEW THE APPROPRIATE MAPS AND PLANS AT THE CITY OF FREDERICK DEPARTMENT OF PLANNING FOR INFORMATION ABOUT THE FREDERICK CITY AIRPORT, HISTORIC DISTRICT DELINEATION, ANY LAND USES, PLANNED NEIGHBORHOOD DEVELOPMENTS, ROADS, HIGHWAYS, PARKS AND OTHER PUBLIC FACILITIES AFFECTING PROPERTY, AND ANY AMENDMENTS THERETO, THE CITY OF FREDERICK ZONING ORDINANCE AND ANY OFFICIAL SUBMITTAL FOR DEVELOPMENT REVIEW WITH THE DEPARTMENT OF PLANNING. BUYER FURTHER ACKNOWLEDGES THAT IT IS THE BUYER'S RESPONSIBILITY TO DETERMINE WHETHER THE BUYER'S PROPERTY LIES WITHIN THAT AREA OF THE CITY OF FREDERICK DESIGNATED AS THE FREDERICK HISTORIC DISTRICT AND TO COMPLY WITH ANY STATE AND LOCAL LAWS PERTAINING AS A RESULT OF SUCH DESIGNATION.

BUYER HEREBY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE ABOVE DISCLOSURE AND REQUESTS A PERIOD OF TIME TO REVIEW THE ABOVE STATE DOCUMENTS AS PER THE ATTACHED ADDENDUM.

BUYER'S SIGNATURE DATE

BUYER'S SIGNATURE DATE

BUYER HEREBY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE ABOVE DISCLOSURE AND WAIVES THE REVIEW PERIOD:

BUYER'S SIGNATURE DATE

BUYER'S SIGNATURE DATE





FREDERICK COUNTY GENERAL DISCLOSURES & RIGHT TO FARM ORDINANCE

This disclosure statement concerns the real property located in the County of Frederick, State of Maryland, described as
106 Mercer Court 22-3, Frederick, MD 21701

LEGAL REQUIREMENT. All Contracts of Sale for real property in the state of Maryland are required to be in writing to be enforceable. You have the right to have legal counsel review all documents and represent you. The Broker/agent is required to submit all written offers to the Seller. An offer to purchase is not a contract until all terms and conditions have been agreed to in writing by the Buyer and Seller. The terms of a Contract of Sale cannot be altered after it has been accepted by all parties unless mutually agreed upon in writing by the Buyer and Seller. Therefore, the Buyer is advised that any contingencies or conditions of the sale should be a part of the original offer. The accepted Contract of Sale is a legally binding and enforceable document.

EQUAL HOUSING. The Property is offered in compliance with Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing Amendments of 1988) and applicable Maryland and local laws with respect to race, color, sex, religion, national origin, physical and mental handicaps, familial status, age, sexual orientation, marital status and such other protected classes.

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 will be required to provide photo identification. A lender usually requires, prior to settlement, a fully paid insurance policy, as well as termite and other certifications, when improved property is being purchased. The Buyer should have wired funds, bank check, or certified check for payment of estimated settlement costs and balance due under the Contract of Sale. If uncertain of the amount, the Buyer should contact the settlement company 24-48 hours before settlement. The Buyer should establish utilities in the Buyer's name commencing with the day of settlement or occupancy.

MASTER PLANS AND ZONING ORDINANCES. Buyers have the right to review any applicable master plans, zoning ordinances, or other maps and information relating to planned land uses, roads, highways and the location of parks and other public facilities affecting the property. In addition, the Buyer should check historic district guidelines and disclosures, if applicable. This information may be found at most local, county or state offices such as Parks and Recreations, Planning and Zoning, etc.

CONDOMINIUM ASSOCIATION APPROVAL. If a sale is subject to the approval or right of first refusal of the Council of Unit Owners or Board of Directors of a Condominium, the Seller must immediately present the Contract of Sale to such Council or Board for its action or consideration. In the event the sale is not allowed by the appropriate Council or Board, the Contract of Sale shall be null and void.

COMMUNITY DEVELOPMENT AUTHORITY DISTRICTS. In Fredrick County, the vendor of a property that is subject to a tax or fee of a Special Taxing District as authorized in Article 23A, § 44A(B) of the Code or by a Community Development Authority as authorized in § 2-7-125(B) of the Public Local Laws of Frederick County may not enforce a contract for the sale of the property unless, within 20 calendar days after entering into the contract, the Purchaser of the property is provided the following information in writing:

This sale is subject to a tax or fee of a Special Taxing District or Community Development Authority. State law requires that the Seller disclose to you 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 you are purchasing. 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 of the Special Taxing District or Community Development Authority, and a statement of whether any tax or fee of the Special Taxing District or Community Development Authority 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 \$ n/a.

The number of years remaining for the tax or fee of the Special Taxing District or Community Development Authority on the property is n/a.

Whether any tax or fee of the Special Taxing District or Community Development Authority against the property is delinquent: Tax or fee is delinquent is not delinquent

Buyer _____ / _____

Seller CSB / _____



RE/MAX Results 5300 Westview Dr Frederick, MD 21703
Phone: (301)624-5427

Updated March 2011
© Copyright 2011 Frederick County Association of REALTORS®
This form is intended for use by members only.

Page 1 of 2



Fax: (301)698-5344

Jan Starr West

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

106 Mercer Court



Real Estate Transfer Disclosure Statement

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN THE COUNTY OF FREDERICK, STATE OF MARYLAND, DESCRIBED AS 106 Mercer Court 22-3, Frederick, MD 21701

THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE FREDERICK COUNTY RIGHT TO FARM ORDINANCE IN COMPLIANCE WITH FREDERICK COUNTY ORDINANCE NO. 96-23-175. (THE FREDERICK COUNTY RIGHT TO FARM ORDINANCE).

SELLER'S INFORMATION

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

FREDERICK COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Frederick County Right to Farm Ordinance) WITHIN THE COUNTY. You may be subject to inconveniences or discomforts arising from such operations, including but not limited to noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24-hour period (including aircraft), vibration, the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides. 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 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 for additional information.

Seller Virginia Millan Stimson, Trust
Virginia Millan Stimson, Trust
by: Charles D. Strawn
Seller _____

Date 11-11-11
Date _____

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT:

Buyer _____

Date _____

Buyer _____

Date _____

IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

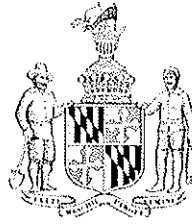
Updated March 2011

© Copyright 2011 Frederick County Association of REALTORS®
This form is intended for use by members only.

Page 2 of 2

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com





STATE OF MARYLAND
REAL ESTATE COMMISSION

Consent For Dual Agency

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

When Dual Agency May Occur

The possibility of Dual Agency arises when:

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

Important Considerations Before Making a Decision About Dual Agency

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

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

Your Choices Concerning Dual Agency

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

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

Duties of a Dual Agent and Intra-Company Agent

Like other agents, unless the client gives consent to disclose the information, dual agents and intra-company agents must keep confidential information about a client's bargaining position or motivations. For example, without written consent of the client, a dual agent or intra-company agent may not disclose to the other party, or the other party's agent:

- 1) Anything the client asks to be kept confidential; *
- 2) That the seller would accept a lower price or other terms;
- 3) That the buyer would accept a higher price or other terms;
- 4) The reasons why a party wants to sell or buy, or that a party needs to sell or buy quickly; or
- 5) Anything that relates to the negotiating strategy of a party.

* **Dual agents and intra-company agents must disclose material facts about a property to all parties.**

How Dual Agents Are Paid

Only the broker receives compensation on the sale of a property listed by that broker.

If a financial bonus is offered to an agent who sells property that is listed with his/her broker, this fact must be disclosed in writing to both the buyer and seller.

Consent for Dual Agency

I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency and that if I **refuse** to consent, there will not be a dual agency; and that I may withdraw the consent at any time upon notice to the dual agent. I hereby **consent** to have

Re/Max Results
(Firm Name)

act as a Dual Agent for me as the

Seller in the sale of the property at: 106 Mercer Court 22-3, Frederick, MD 21701

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

Virginia Mullane Stimson, Trust 11-11-11

Signature Charles Douglas Stimson Date

Signature _____ Date

Virginia Mullane Stimson, Trust

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

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

106 Mercer Court 22-3, Frederick, MD 21701

Property

Signature _____ Date

Signature _____ Date

- The undersigned **Seller(s)** hereby affirm(s) consent to dual agency for the Buyer(s) identified below:

Name(s) of Buyer(s)

Signature _____ Date

Signature _____ Date

Virginia Mullane Stimson, Trust



STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

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

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

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

Agents Who Represent the Seller

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

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

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

Agents Who Represent the Buyer

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

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

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

Dual Agents

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

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

If either party does not agree dual agency, the real estate company: 1 withdraw the agency agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate company. If the buyer agreement is terminated, the buyer may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a cooperating agent from another company.

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

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

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

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

>You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate agent is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

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

We, the Sellers/Landlord Buyers/Tenants acknowledge receipt of a copy of this disclosure and that Re/Max Results (firm name) and Jan West (salesperson) are working as:

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

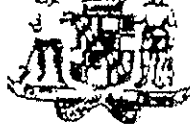
- seller/landlord's agent
- co-operating agent (representing seller/landlord)
- buyer's /tenant's agent
- intra-company agent/dual agent (CHECK BOX ONLY IF CONSENT FOR DUAL AGENCY FORM HAS BEEN SIGNED)

Signature _____ (Date) _____ Signature _____ (Date) _____
* * * * *

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

Name of Individual to whom disclosure made Name of Individual to whom disclosure made

Agent's Signature (Date)



Buyer Agency

STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

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

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

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

Agents Who Represent the Seller

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

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

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

Agents Who Represent the Buyer

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

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

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

Dual Agents

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

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

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

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

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

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

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

>You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate agent is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

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

We, the Sellers/Landlord Buyers/Tenants acknowledge receipt of a copy of this disclosure and that _____ (firm name) and _____ (salesperson) are working as:

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

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

Signature (Date) Signature (Date)
* * * * *

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

Name of Individual to whom disclosure made Name of Individual to whom disclosure made

Agent's Signature (Date)