

# 10604 Whiskey Road Features

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## Main Level

### Grand Foyer

- \* Solid mahogany entry door with arched transom, double side lights and recessed alcove above door
- \* 2-story foyer with in-laid marble floor
- \* Sweeping hardwood staircase with decorative wrought iron railings
- \* Iron chandelier and recessed, accent lighting
- \* Large coat closet

### Dining Room

- \* Cherry hardwood floor
- \* Tray ceiling, crown moulding and picture framing
- \* Brass scones flank large window overlooking front yard
- \* Open to Foyer and Wet Bar
- \* Entry to kitchen through wet bar

### Living Room

- \* 12 foot ceiling and in-laid marble floor
- \* Chandelier and recessed lighting
- \* Gas fireplace surrounded by 17th century Italian, carved marble mantel
- \* Built-in cherry bookcase
- \* Double atrium doors with transom windows access covered porch.
- \* 2 additional windows with transoms provide exquisite golf course views.
- \* Cherry pocket door separates Living Room from Family Room

### Formal Powder Room

- \* Marble and brass sink
- \* Marble tile floor and walls

### Family Room

- \* Cherry hardwood floor, crown moulding and wood blinds
- \* Raised gas fireplace with marble surround and cherry mantel
- \* Cherry French doors with transom access Study/Sunroom
- \* Cherry pocket doors access Living Room

### Study/Sunroom

- \* Built-in cherry cabinets with bookcases
- \* Oversize windows with wood blinds
- \* Cherry hardwood floor
- \* Cherry French doors with transom

### Wet Bar

- \* Cherry hardwood floor
- \* Cherry cabinetry features wall cabinet with decorative glass doors
- \* Zodiac counter
- \* Bar sink, small refrigerator and dishwasher
- \* Swinging cherry door to Dining Room
- \* Arched opening with bar counter open to Kitchen hall

### Kitchen

- \* 42" cherry cabinets with decorative, downlighting
- \* Zodiac counters
- \* Double, stainless steel sink
- \* Recessed lighting
- \* Viking 6-burner stainless steel, gas/electric stove and oven
- \* GE Monogram stainless steel refrigerator with double doors and water
- \* Bosch stainless steel dishwasher
- \* Island features bar sink with disposal and warming drawer
- \* Built-in desk area with second oven
- \* Back, hardwood staircase to upper level

### Breakfast Room

- \* Triple atrium doors to large covered porch
- \* Box bay with window seat
- \* Cherry hardwood floor
- \* Wainscoting walls and ceiling

### Back Hall

- \* Walk-in pantry
- \* Main level laundry with built-in cabinetry and ironing board and laundry chute from upper level
- \* Second half bath with marble tile floor and walls.
- \* Large coat closet
- \* Mudroom with built-in cabinetry and counter

### General Features

- \* 11' ceilings on first level (except Living Room is 12')
- \* Nutone intercom with speakers
- \* Cased arched openings and solid wood doors
- \* Central vacuum
- \* 5 heating systems all with programmable thermostats

# 10604 Whiskey Road Features

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## Upper Level

Accessed from formal foyer or kitchen staircase  
Oak hardwood flooring throughout upper level

### Master Bedroom

- \* Double door entry
- \* Sitting area with raised hearth marble fireplace with gas logs and triple atrium doors to covered porch
- \* Built-in cherry cabinets
- \* Barrel and tray ceilings
- \* Ceiling fan
- \* Recessed lighting

### Master Bathroom

- \* Marble tile floor and walls
- \* Shower with jets
- \* Whirlpool tub
- \* Ornate brass fixtures
- \* Toilet and bidet
- \* Recessed lighting
- \* 2 separate vanities
- \* Cherry cabinets with Zodiac countertops
- \* 2 walk-in closets with built-ins

### 3 Additional Bedrooms

- \* En suite bathroom in each bedroom
  - ~ Oak vanity with Corian countertop
  - ~ Marble tile floor and walls
  - ~ Tub with sliding glass shower doors
- \* Walk-in closet
- \* Ceiling Fan

### Back Hall

- \* 3 large linen closets
- \* Upper level laundry with stackable washer and dryer

### Recreation/Exercise Room

- \* Recessed lighting
- \* Oversize windows

## Lower Level

- \* Hardwood staircase with wrought iron railing
- \* Marble tile floor
- \* Recessed lighting
- \* Large, double closet for storage
- \* Gas fireplace
- \* Wet bar with cherry cabinets, dishwasher, refrigerator and stainless steel bar sink,
- \* 3 sets of atrium doors accessing covered slate patio

### Bedroom 5

- \* Marble tile floor
- \* Ceiling fan
- \* Oversize windows
- \* Dual entry bath with marble tile floor and walls, oak vanity, Corian counters and tub with glass sliding doors.

### Theater

- \* Installed by Myer-Emco
- \* Raised platform for theater seating
- \* Recessed lighting

## Garage

- \* 3-car garage side loading garage
- \* Automatic door openers
- \* Access main home through enclosed porch



**OWNERS' CERTIFICATION & DEDICATION**

WE, DANN GOODWIN WHISKEY CREEK, LLC, A LIMITED LIABILITY COMPANY AND HERMAN BRADUE & MARK GOOD, MANAGERS, CADILLAC INVESTMENT PARTNERS, L.L.C., OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREIN, CONSENT TO RECORD OF THIS FINAL PLAT BY THE PLANNING COMMISSION, ESTABLISH THE MARGUIM AND CONSERVATION ESTATES, SUBDIVISIONS, SETBACKS, EASEMENTS, RIGHTS OF FIRST REFUSAL, EASEMENTS, TO PUBLIC USE, UNLESS OTHERWISE NOTED ON THIS PLAT.

WE CERTIFY THAT THERE ARE NO SAITS, ACTIONS AT LAW, LEASES, MORTGAGES, TRUSTS, EASEMENTS OF SUBROGATION, EJECTMENTS, ETC., WHICH WOULD AFFECT THE RIGHTS OF THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREIN. WE HEREBY CERTIFY THAT THE LANDS SHOWN AND DESCRIBED HEREIN ARE THE LANDS OF FREDERICK COUNTY, MARYLAND AT LEBER 2433 AT FOLD 208 ON MARCH 15, 1997 AND RECORDED SEPTEMBER 15, 1997 TO CHARLES S. FISHER AND DONALD F. HESING, TRUSTEES FOR CENTRAL MARYLAND FARM CREDIT, A/C DATED SEPTEMBER 15, 1997 AND RECORDED SEPTEMBER 15, 1997 AND THAT THE RECORDED COPY OF THE ANNOTATED CODE OF MARYLAND, REAL PROPERTY BOOK, TITLE 3, SUBTITLE 1, SECTION 3-106, 1974 EDITION, AND ALL EDITIONS THEREOF, WHICH MAY BE APPLICABLE TO THIS PLAT AND THE SETTING OF MONUMENTS AND MARKERS HAVE BEEN COMPLETED WITH

CADILLAC INVESTMENT PARTNERS, L.L.C.

7-24-91  
DATE  
*[Signature]*  
BY COMMISSIONER OF THE PUBLIC SAFETY

7-24-91  
DATE  
*[Signature]*  
BY COMMISSIONER OF THE PUBLIC SAFETY

7-24-91  
DATE  
*[Signature]*  
BY COMMISSIONER OF THE PUBLIC SAFETY

7-24-91  
DATE  
*[Signature]*  
BY COMMISSIONER OF THE PUBLIC SAFETY

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT THE FINAL PLAT SHOWN HEREON IS CORRECT; THAT IT IS A SUBDIVISION OF PART OF THE LAND CONVERTED BY DANIEL F. LUTERDAL, P.A. TO A LIMITED LIABILITY COMPANY BY DEED DATED JUNE 15, 1998 AND RECORDED AMONG THE LAND RECORDS OF FREDERICK COUNTY, MARYLAND IN LEBER 2433 AT FOLD 246 ON JUNE 17, 1998 AND THAT THE LANDS SHOWN AND DESCRIBED HEREON ARE THE LANDS OF FREDERICK COUNTY, MARYLAND ON SEPTEMBER 15, 1997 IN LEBER 2330 AT FOLD 101, AND RECORDED SEPTEMBER 15, 1997 TO CHARLES S. FISHER AND DONALD F. HESING, TRUSTEES FOR CENTRAL MARYLAND FARM CREDIT, A/C DATED SEPTEMBER 15, 1997 AND RECORDED SEPTEMBER 15, 1997 AND THAT THE RECORDED COPY OF THE ANNOTATED CODE OF MARYLAND, REAL PROPERTY BOOK, TITLE 3, SUBTITLE 1, SECTION 3-106, 1974 EDITION, AND ALL EDITIONS THEREOF, WHICH MAY BE APPLICABLE TO THIS PLAT AND THE SETTING OF MONUMENTS AND MARKERS HAVE BEEN COMPLETED WITH

8/4/98  
DATE  
*[Signature]*  
DAVID THOMAS BEARD  
PROPERTY LINE SURVEYOR  
P.O. BOX 100  
NEW MARKET, MARYLAND 21774  
MD. REG. NO. 24

DUNN GOODWIN WHISKEY CREEK LLC

7-24-91  
DATE  
*[Signature]*  
BY COMMISSIONER OF THE PUBLIC SAFETY

7-24-91  
DATE  
*[Signature]*  
BY COMMISSIONER OF THE PUBLIC SAFETY

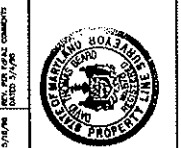
7-24-91  
DATE  
*[Signature]*  
BY COMMISSIONER OF THE PUBLIC SAFETY

APPROVED:  
8/10/98  
DATE  
*[Signature]*  
SECRETARY OF CHAIRMAN

APPROVED:  
10 Aug 1998  
DATE  
*[Signature]*  
FREDERICK COUNTY HEALTH DEPARTMENT

APPROVING AUTHORITY  
*[Signature]*  
DATE

DATE  
7/24/91  
REVISIONS  
NONE

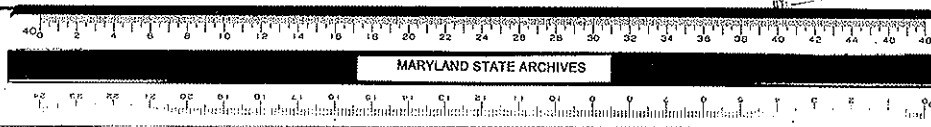


FINAL PLAT  
RESOURCE CONSERVATION CLUSTER SUBDIVISION  
SECTION 1, PLAT 1, LOTS 11-13

WHISKEY CREEK ESTATES  
SITUATED NORTH OF MARYLAND ROUTE 80 AND SOUTH OF THE BALTIMORE & OHIO RAILROAD, NEW MARKET ELECTION DISTRICT No. 9, FREDERICK COUNTY, MARYLAND

Harris-Smariga & Associates, Inc.  
SHEET 2 OF 2  
41 South Mt. Solon Street, Frederick, MD 21701  
301-667-4488

FILED  
AUG 11 3 29 PM '98  
CHARLES L. JELLEN  
CLERK



FREDERICK COUNTY WELL COMPLETION REPORT

Frederick County Health Department
350 Montevue Lane
Frederick, Maryland 21702

COMPLETION DATE 4/22/98

Well Tag No. FR-94-0906 Maryland Coordinate Location - North 550 East 710

TO BE COMPLETED BY WELL DRILLER AND SUBMITTED TO THE FREDERICK COUNTY HEALTH DEPARTMENT WITHIN 45 DAYS AFTER COMPLETION OF WELL.

OWNER DUNN SAM ADDRESS 1711 CONN. AVE. NW WASH. DC 20009
Last First

LOCATION OF PROPERTY WHISKEY CREEK ROAD

If subdivision (Name) WHISKEY CR. EST. Lot 13 Section 1 Blk.

- REASON FOR DRILLING WELL: (Circle One) - (1) New well (first water supply on property)
(2) Replace drilled well which was not adequate or went dry (3) Replaced a drilled well which was contaminated (4) Replace drilled well (Other reason)
(5) Replaces a hand dug well (6) Replaces a spring (7) Replaces a cistern (8) A well which is drilled deeper (9) Second well - double system to meet minimum yield standard.

CONSTRUCTION CHARACTERISTICS

- (1) Total depth of well 125 feet. Static water level 11 (when not pumping). Amount of reservoir 171 gallons (depth of water column x 1.5/gal./ft.)
(2) All depths at which water was encountered 1 Cased off 72-85 Flowing into well
(3) Number of dry holes Depths
(4) Amount of casing used 600 ft. Size 6 1/4 (diameter/inches) Type
(metal/plastic) What type of joints threaded, welded, glued, etc.)
Amount of casing above ground 12 inches.
(5) Type of grout CEMENT Amount of grout used 14 (bags, gallons).
Bit size through overburden 9 inches Other inches.

PERFORMANCE CHARACTERISTICS

- (1) Yield of well 15 gallons/per/minute (exact) Type of test (Rig)
(Pump)
(2) Number of hours tested 1 Draw down water level at the time of test 125
Any additional comments or conditions concerning the well:

I HEREBY CERTIFY THAT THE ABOVE INFORMATION CONCERNING THIS WELL IS TRUE AND CORRECT.

Name - Well Drilling Firm CHINE & DUVALL INC
License Number 139 Robert Cluse
Drillers Signature

4 17  
6' 6"

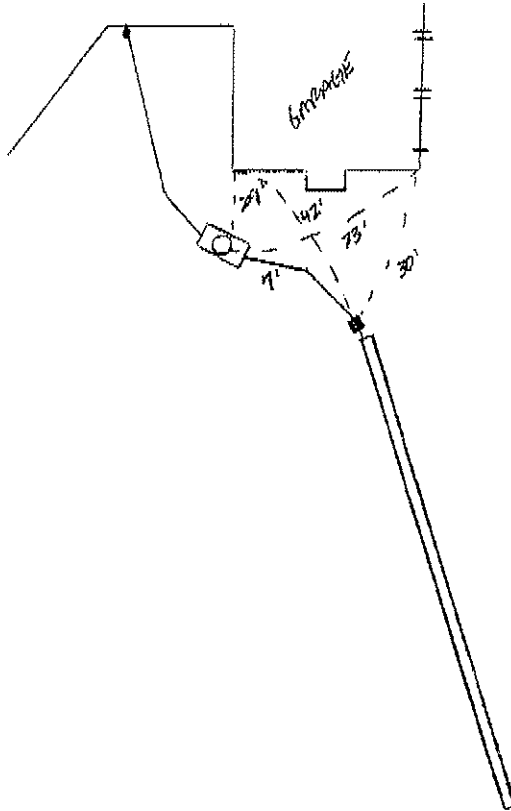
USE 1/2"

$$\frac{190}{4} = 760$$

$$\frac{5}{3+1+14} \times \frac{253}{1} = 70.27$$

$$\frac{5}{3+1+2(3\frac{1}{2})} \times \frac{353}{1} = 115$$

$$\frac{4}{2+1+2(3\frac{1}{2})} \times \frac{380}{1} = 152$$



OR

INDUAL

e?

? NO

YES

HER

? YES

s 2

build



**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 \_\_\_\_\_, between Owner(s) Radha Nathan, and Broker Re/Max Results Jan West 10604 Whiskey Road Ijamsville, MD 21754 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:

- |   |   |  |   |
|---|---|--|---|
| <b>INCLUDED</b>   | <b>INCLUDED</b>   | <b>INCLUDED</b>  | <b>INCLUDED</b>   |
| <input checked="" type="checkbox"/> Alarm System              | <input checked="" type="checkbox"/> Exhaust Fan(s) # <u>all</u> | <input type="checkbox"/> Pool, Equip. & Cover                    | <input type="checkbox"/> Trash Compactor                      |
| <input type="checkbox"/> Built-in Microwave                   | <input checked="" type="checkbox"/> Exist. W/W Carpet           | <input checked="" type="checkbox"/> Refrigerator(s) # <u>one</u> | <input checked="" type="checkbox"/> Wall Oven(s) # <u>one</u> |
| <input checked="" type="checkbox"/> Ceiling Fan(s) # <u>9</u> | <input type="checkbox"/> Fireplace Screen/Doors                 | <input checked="" type="checkbox"/> w/ice maker                  | <input checked="" type="checkbox"/> Water Filter              |
| <input checked="" type="checkbox"/> Central Vacuum            | <input type="checkbox"/> Freezer                                | <input type="checkbox"/> Satellite Dish                          | <input type="checkbox"/> Water Softener                       |
| <input checked="" type="checkbox"/> Clothes Dryer             | <input checked="" type="checkbox"/> Furnace Humidifier          | <input checked="" type="checkbox"/> Screens                      | <input type="checkbox"/> Window A/C Unit(s) # _____           |
| <input checked="" type="checkbox"/> Clothes Washer            | <input checked="" type="checkbox"/> Garage Opener(s) # <u>3</u> | <input checked="" type="checkbox"/> Shades/Blinds                | <input type="checkbox"/> Window Fan(s) # _____                |
| <input type="checkbox"/> Cooktop                              | <input checked="" type="checkbox"/> w/remote(s) # <u>3</u>      | <input type="checkbox"/> Storage Shed(s) # _____                 | <input type="checkbox"/> Wood Stove                           |
| <input checked="" type="checkbox"/> Dishwasher                | <input checked="" type="checkbox"/> Garbage Disposer            | <input type="checkbox"/> Storm Doors                             |   |
| <input type="checkbox"/> Drapery/Curtain Rods                 | <input type="checkbox"/> Hot Tub, Equip. & Cover                | <input type="checkbox"/> Storm Windows                           |   |
| <input type="checkbox"/> Draperies/Curtains                   | <input checked="" type="checkbox"/> Intercom                    | <input checked="" type="checkbox"/> Stove or Range               |   |
| <input type="checkbox"/> Electronic Air Filter                | <input type="checkbox"/> Playground Equipment                   | <input type="checkbox"/> T.V. Antenna                            |   |

ADDITIONAL INCLUSIONS (Specify): alarm "Bellman" (detachable wash/dryer on 2nd floor)

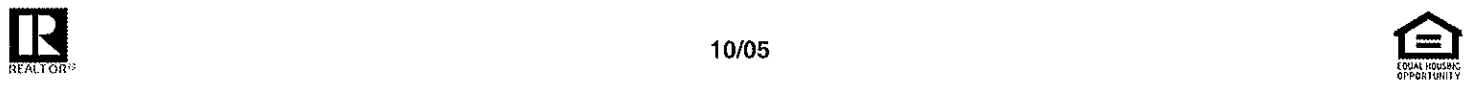
EXCLUSIONS (Specify): \_\_\_\_\_

**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 propane
- Hot Water:  Oil  Gas  Elec.  Other propane
- Air Conditioning:  Gas  Elec.  Other \_\_\_\_\_

Radha Nathan 10/10/11 \_\_\_\_\_  
Owner Date Owner Date

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**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 10604 Whiskey Road, Ijamsville, MD 21754

**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 ✓ \_\_\_\_\_ / ✓ \_\_\_\_\_

Updated March 2011

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**Real Estate Transfer Disclosure Statement**

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN THE COUNTY OF FREDERICK, STATE OF MARYLAND, DESCRIBED AS 10604 Whiskey Road, Ijamsville, MD 21754

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 Radha Nathan  
Radha Nathan

Date 10-6-11

Seller \_\_\_\_\_

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

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 10604 Whiskey Road, Ijamsville, MD 21754

Legal Description:

NOTICE TO SELLER AND PURCHASER

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

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

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

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

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

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

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

How long have you owned the property? 2002

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

Water Supply [ ] Public [x] Well [ ] Other
Sewage Disposal [ ] Public [x] Septic System approved for (# bedrooms)
Garbage Disposal [x] Yes [ ] No
Dishwasher [x] Yes [ ] No
Heating [ ] Oil [ ] Natural Gas [ ] Electric [ ] Heat Pump Age
Air Conditioning [ ] Oil [ ] Natural Gas [x] Electric [ ] Heat Pump Age
Hot Water [ ] Oil [ ] Natural Gas [ ] Electric Capacity Age 2002 [x] Other Propane [ ] Other [x] Other Propane

**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: shale Age 2002  
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 2008  Yes  Unknown  Does Not Apply  
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: Pest Now

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: propane tank buried owned by seller

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 Radha Nathan Date 10/6/11

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_  
Radha Nathan

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 \_\_\_\_\_

RE/MAX Results  
Homeowner's Insurance Disclosure

Property Address: 10604 Whiskey Road  
Address City & Zip Code

Due to the current situation of obtaining homeowners insurance, it may be difficult, for the Buyer and the subject property, to obtain the insurance required by the mortgage holder.

To assist the Buyer in securing a homeowners policy, the Seller makes the following disclosure by checking the appropriate statement:

1.  I/We have filed no insurance claims, nor have knowledge of any claims filed on the property in the past five (5) years. I/We are not aware of any existing conditions that may lead to a claim against our homeowners insurance policy.
2.  I/We have filed \_\_\_\_\_ insurance claim(s), or know that there has/have been claims made during the past five (5) years, either by me/us, a previous owner or the Home Owners Association.
3.  I/We are aware of conditions that may lead to a future insurance claim.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The current insurance company is: USAA

Buyer is encouraged to start researching insurance companies so that the necessary insurance will be in place at time of closing. In addition to the subject property, a Buyer may not qualify for insurance due to previous claims.

[Signature]  
Seller's Signature

10/6/11  
Date

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date



**MARYLAND HOMEOWNERS ASSOCIATION ACT  
NOTICE TO BUYER**

For resale of a lot within a development of ANY size  
OR for the initial sale of a lot within a development containing 12 or fewer lots,  
to a person who intends to occupy or rent the lot for residential purposes.

ADDENDUM NUMBER \_\_\_\_\_ TO CONTRACT OF SALE DATED \_\_\_\_\_  
BUYER(S): \_\_\_\_\_  
SELLER(S): \_\_\_\_\_ Radha Nathan, \_\_\_\_\_  
PROPERTY: \_\_\_\_\_ 10604 Whiskey Road, Ijamsville, MD 21754 \_\_\_\_\_

The following notice applies to members of the public who intend to occupy or rent a lot for residential purposes. Under the Maryland Homeowners Association Act ("Act"), "lot" means any plot or parcel of land on which a dwelling is located or will be located within a development.

This sale is subject to the requirements of the Maryland Homeowners Association Act ("the Act"). The Act requires that the seller disclose to you, at or before the time the contract is entered into, or within 20 calendar days of entering into the contract, certain information concerning the development in which the lot you are purchasing is located. The content of the information to be disclosed is set forth in Section 11B-106(b) of the Act ("the MHAA information") as follows:

- (1). A statement as to whether the lot is located within a development;
- (2). Fees:
  - (i). The current monthly fees or assessments imposed by the homeowners association upon the lot;
  - (ii). The total amount of fees, assessments, and other charges imposed by the homeowners association upon the lot during the prior fiscal year of the homeowners association; and
  - (iii). A statement of whether any of the fees, assessments, or other charges against the lot are delinquent;
- (3). The name, address, and telephone number of the management agent of the homeowners association, or other officer or agent authorized by the homeowners association to provide to members of the public, information regarding the homeowners association and the development, or a statement that no agent or officer is presently so authorized by the homeowners association;
- (4). A statement as to whether the owner has actual knowledge of:
  - (i). The existence of any unsatisfied judgments or pending lawsuits against the homeowners association; and
  - (ii). Any pending claims, covenant violations actions, or notices of default against the lot; and
- (5). A copy of:
  - (i). The articles of incorporation, the declaration, and all recorded covenants and restrictions of the primary development, and of other related developments to the extent reasonably available, to which the buyer shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner's tenants, if applicable; and



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

Seller Radha Nathan / \_\_\_\_\_



Maryland Homeowners Association Act Notice To Buyer

(ii). The bylaws and rules of the primary development, and of other related developments to the extent reasonably available, to which the buyer shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner and the owner's tenants, if applicable.

If you have not received all of the MHAA information 5 calendar days or more before entering into the contract, you have 5 calendar days to cancel the Contract after receiving all of the MHAA information. You must cancel the contract in writing, but you do not have to state a reason. The seller must also provide you with notice of any changes in mandatory fees exceeding 10 percent of the amount previously stated to exist and copies of any other substantial and material amendment to the information provided to you. You have 3 calendar days to cancel this contract after receiving notice of any changes in mandatory fees, or copies of any other substantial and material amendments to the MHAA information which adversely affect you.

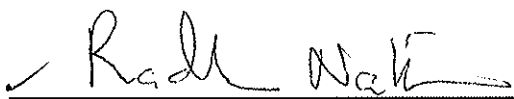
If you do cancel the contract, you will be entitled to a refund of any deposit you made on account of the contract. However, unless you return the MHAA information to the seller when you cancel the contract, the seller may keep out of your deposit the cost of reproducing the MHAA information, or \$100, whichever amount is less.

By purchasing a lot within this development, you will automatically be subject to various rights, responsibilities, and obligations, including the obligation to pay certain assessments to the homeowners association within the development. The lot you are purchasing may have restrictions on:

- A. Architectural Changes, Design, Color, Landscaping, Or Appearance;
- B. Occupancy Density;
- C. Kind, Number, Or Use Of Vehicles;
- D. Renting, Leasing, Mortgaging Or Conveying Property;
- E. Commercial Activity; Or
- F. Other Matters.

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

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

  
\_\_\_\_\_  
Seller Radha Nathan Date 10/6/11

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

\_\_\_\_\_  
Seller Date



**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 10/6/14 to the Contract of Sale dated \_\_\_\_\_, between Buyer \_\_\_\_\_ and Seller Radha Nathan, for Property known as 10604 Whiskey Road, Ijamsville, MD 21754

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.**

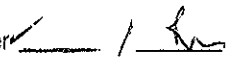

Latent defects under Section 10-702 means material defects in real property or an improvement to real property that:

- (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  

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

\_\_\_\_\_  
Seller's Signature Date

Radha Nathan

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

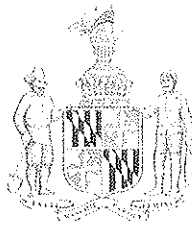
\_\_\_\_\_  
Seller's Signature Date

\_\_\_\_\_  
Agent's Signature Date

\_\_\_\_\_  
Agent's Signature Date

Jan West

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STATE OF MARYLAND  
REAL ESTATE COMMISSION

## Understanding Whom Real Estate Agents Represent

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

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

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

### Agents Who Represent the Seller

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

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

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

### Agents Who Represent the Buyer

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

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

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

### Dual Agents

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

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

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

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

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

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

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

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

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

We, the  Sellers/Landlord  Buyers/Tenants acknowledge receipt of a copy of this disclosure and that 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

*Jan West* \_\_\_\_\_  
Signature \_\_\_\_\_ Date *10/6/11*

\* \* \* \* \*

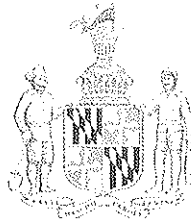
I certify that on this date I made the required agency disclosure to the individuals identified below and they were **unable or unwilling** to acknowledge receipt of a copy of this disclosure statement

\_\_\_\_\_  
Name of Individual to whom disclosure made

\_\_\_\_\_  
Name of Individual to whom disclosure made

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
(Date)



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: 10604 Whiskey Road, Ijamsville, MD 21754

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

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:

10604 Whiskey Road, Ijamsville, MD 21754

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

Radha Nathan



Seller Agency

STATE OF MARYLAND  
REAL ESTATE COMMISSION

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

### Agents Who Represent the Buyer

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

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

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

### Dual Agents

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

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

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

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

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

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

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

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

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

We, the  Sellers/Landlord  Buyers/Tenants acknowledge receipt of a copy of this disclosure and that 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)



J. 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.

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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)