

**BALTIMORE COUNTY NOTICES AND DISCLOSURES ADDENDUM**  
(For use with Maryland Association of REALTORS® Residential Contract of Sale)

**BUYER:** \_\_\_\_\_

**SELLER:** William Ronald Coleman Jr. Jennifer D. Coleman

**PROPERTY:** 13701 Blenheim Road, Phoenix, MD 21131

1. **MASTER PLAN:** Buyer is hereby advised that the Property, or the area in which the Property is located, may be affected by provisions of the current Baltimore County Master Plan. You may wish to review the Master Plan. To become fully informed of current and future land use plans, facilities plans, public works plans or school plans, you should consult the appropriate Baltimore County agency for information regarding such plans. For further information, contact Baltimore County Office of Planning at 410-887-3211, 401 Bosley Avenue, Suite 406, Towson, Maryland, 21204.

<https://www.baltimorecountymd.gov/Agencies/planning/masterplanning/masterplan2020download.html>

Buyer acknowledges that Seller has informed Buyer that (a) the Property may be affected by provisions of the Master Plan and that Buyer may wish to review the Master Plan, and (b) in order to become fully informed of current and future land use plans, facilities plans, public works plans, school plans, or other plans affecting the Property or locality, Buyer should consult the appropriate state, Baltimore County or other authorities for information regarding such plans.

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

2. **DEVELOPMENT PLAN:** Buyer is hereby advised that the Property, or the area in which the Property is located, may be affected by the provisions of a development plan. To become fully informed of any current development plan affecting the Property, and in order to have an opportunity to review such development plan, Buyer should contact the appropriate Baltimore agency. For further information, contact Baltimore County Department of Permits and Development Management at 410-887-3353, 111 W. Chesapeake Avenue, Towson, Maryland, 21204.

[https://www.baltimorecountymd.gov/departments/permits/pdm\\_devmanage](https://www.baltimorecountymd.gov/departments/permits/pdm_devmanage)

3. **PANHANDLE LOTS:** Buyer is hereby advised that if the Property is a panhandle lot (as defined in Section 32-4-101 of the Baltimore County Code), the County is not responsible for maintaining the road, removing snow, or providing trash collection along the panhandle driveway. For further information, contact Baltimore County Department of Permits and Development Management at 410-887-3353, 111 W. Chesapeake Avenue, Towson, Maryland, 21204.

[https://www.baltimorecountymd.gov/departments/permits/pdm\\_devmanage/](https://www.baltimorecountymd.gov/departments/permits/pdm_devmanage/)

4. **AGRICULTURAL OPERATIONS:** If the Property is located in, or within five hundred feet (500') of an R.C. 4 zone, Buyer is hereby advised that the Property may be subject to inconvenience or discomforts arising from agricultural operations, including, but not limited to: operation of machinery of any kind (including aircraft) during any 24-hour period; the storage and disposal of manure; and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. Baltimore County shall not consider an agricultural operation to be a public or private nuisance if the operation complies with all federal, state or county health and zoning requirements and is not being conducted in a negligent manner. For further information, contact Baltimore County Department of Permits & Development Management at 410-887-3353, 111 W. Chesapeake Avenue, Towson, Maryland, 21204.

[https://www.baltimorecountymd.gov/departments/permits/pdm\\_devmanage/](https://www.baltimorecountymd.gov/departments/permits/pdm_devmanage/)

5. **BALTIMORE COUNTY TRANSFER TAX EXEMPTION FOR OWNER-OCCUPIED RESIDENTIAL PROPERTY:** Buyer and Seller are hereby advised that the Baltimore County Transfer Tax does not apply to the first Twenty-Two Thousand Dollars (\$22,000.00) of consideration payable for residentially improved owner-occupied real property. Under Baltimore law, the Buyer will receive the full benefit of this exemption, unless the Seller pays all Baltimore County transfer taxes, in which case the Seller will receive the benefit. **(initial)** \_\_\_\_\_ Seller agrees to pay all Baltimore County transfer taxes.

6. **NOTICE TO BUYER - SEWER AND/OR WATER SUPPLY:** Seller hereby discloses that the Property is \_\_\_\_\_ or is not \_\_\_\_\_ served by a public water supply and is \_\_\_\_\_ or is not \_\_\_\_\_ served by a public sewer system.

PROPERTY 13701 Blenheim Road, Phoenix, MD 21131

7. **PUBLIC WATER OR SEWER FACILITIES; NOTICE TO BUYERS OF REAL ESTATE IN BALTIMORE COUNTY:**

The Property is subject to a fee or assessment charged under the authority granted to developer pursuant to Section 32-4-310 of the Baltimore County Code, which purports to cover or defray the cost of installing all or part of the public water or sewer facilities constructed by the developer of the subdivision known as \_\_\_\_\_. This fee or assessment is \$ \_\_\_\_\_, payable annually in the month of \_\_\_\_\_ to \_\_\_\_\_ (name and address) (hereinafter called "lienholder") until \_\_\_\_\_. There may be a right of prepayment or discount for early payment which may be ascertained by contacting the lienholder. The fee and assessment is a contractual obligation between the lienholder and each owner of the Property, that runs with the land, and is not in any way, a fee or assessment of Baltimore County.

8. **NOTICE TO BUYER: PRIVATE WATER SUPPLY/WELL:** (a) If the Property is served by, or intended to be serviced by, a private water supply, attach separate Baltimore County Well Water Notice and Addendum (GBBR form 1451).

(b) **ELEVATED LEVELS OF NATURALLY OCCURRING RADIUM:** Buyer is notified that Baltimore County Department of Environmental Protection and Resource Management has advised that, as a result of a water quality survey, elevated levels of naturally occurring radium and uranium have been found in some wells located in the Baltimore Gneiss formation. Properties serviced by public water are not impacted. Property Owners in the affected area will be required to test new and replacement wells and, if applicable, install a treatment system (water softener or reverse osmosis), prior to being granted a Certificate of Potability and putting the well into use. There are no regulations that require private owners of existing private wells to meet US EPA drinking water standards for radioactivity. Buyer of property served by private water supply will be provided with the brochure entitled "Radionuclides & Your Well Water: A Homeowner's Guide." For a copy of a general map of Baltimore County showing the potentially affected areas or for further information, Buyer should contact the Baltimore County Department of Environmental Protection and Sustainability at 410-887-2762.

<https://www.baltimorecountymd.gov/departments/environment/groundwatermgmt/educational.html>

**Buyer to initial:**

\_\_\_\_\_ If property is served by private water supply, Buyer acknowledges receipt of the brochure entitled "Radionuclides & Your Well Water: A Homeowner's Guide"

9. **NOTICE TO BUYER - HOUSE PHYSICALLY REMOVED FROM FLOOD PLAINS:** Seller hereby discloses to Buyer that the house, building or structure which is the subject of the Contract, \_\_\_\_\_ has or has not \_\_\_\_\_ (Seller to initial applicable provision) been physically removed from a 100-year flood plain located in Baltimore County.

10. **HISTORIC OR LANDMARK PROPERTY:** Seller hereby discloses to Buyer that the Property is \_\_\_\_\_ or is not \_\_\_\_\_ (Seller to initial applicable provision) located within a historic district under the Baltimore County Code or does \_\_\_\_\_ or does not \_\_\_\_\_ (Seller to initial applicable provision) appear on the Baltimore County preliminary landmarks list or final landmarks list. **Buyer acknowledges that if the Property is located within a historic district or appears on either the Baltimore County preliminary or final landmarks list, Buyer's use of the Property shall be subject to the provision of the Baltimore County Code. For further information, contact the Baltimore County Office of Planning at (410) 887-3211, 401 Bosley Avenue, Suite 406, Towson, Maryland 21204.**

[https://www.baltimorecountymd.gov/departments/planning/historic\\_preservation/designating\\_properties.html](https://www.baltimorecountymd.gov/departments/planning/historic_preservation/designating_properties.html)

**11. RENTAL HOUSING LICENSE -BALTIMORE COUNTY:**

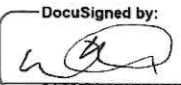
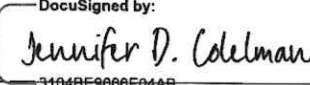
- (A) In Baltimore County, all buildings or a portion of a building that contain one to six dwelling units intended or designated as rental units must register and be licensed with Baltimore County on or before January 1, 2009.
- (B) A person who owns and rents a dwelling unit or a portion of a dwelling unit without a license may be subject to the denial, suspension, revocation or non-renewal of the license and/or civil penalties of \$25 per day for each day a violation occurs and \$200 per day for each day a correction notice is not complied with, and there will be a \$1,000 fine for not complying with the Rental Registration Law.
- (C) In the event a rental dwelling located in Baltimore County is sold or a change of ownership of the dwelling occurs, the new property owner is required to notify the Baltimore County Department of Permits and Development Management of the change of ownership.

<https://www.baltimorecountymd.gov/departments/permits/rentalregistration/index.html>

**12. NOTICE ON ZONES OF DEWATERING INFLUENCE**

The property may be located in a "Zone of Dewatering Influence." Such a zone is defined under Maryland law as the area surrounding a surface pit mine in "karst" terrain (limestone and carbonate rock containing closed depressions, sinkholes, caverns, cavities, and underground channels that, partially or completely, may capture surface streams), where groundwater has been depleted through pumping activities in the subject mine. Dewatering of karst terrain may result in gradual caving in or sinking of the surface of the land. Dewatering may also result in declining ground water levels, which may affect the yield of wells on a property. The Maryland Department of the Environment (MDE) is required to provide on its website for use by the public a searchable map of established zones of dewatering influence. The MDE website can be accessed at <http://www.mdc.maryland.gov>.

**A PURCHASER OF REAL PROPERTY LOCATED IN BALTIMORE COUNTY, CARROLL COUNTY, FREDERICK COUNTY, OR WASHINGTON COUNTY IS ADVISED TO CONTACT THE MARYLAND DEPARTMENT OF THE ENVIRONMENT TO DETERMINE WHETHER THE REAL PROPERTY FOR PURCHASE IS LOCATED WITHIN A ZONE OF DEWATERING INFLUENCE. MARYLAND LAW PROVIDES CERTAIN REMEDIES FOR PROPERTY IMPACTED BY DEWATERING.**

_____	_____
<b>BUYER</b>	<b>DATE</b>
_____	_____
<b>BUYER</b>	<b>DATE</b>
DocuSigned by: 	9/20/2024
9A10F863F2EE4EA...	_____
<b>SELLER</b>	<b>DATE</b>
DocuSigned by: 	9/20/2024
31048E9060E04AB...	_____
<b>SELLER</b>	<b>DATE</b>

This form has been prepared for the sole use of the following Boards/Associations of REALTORS® and their members. Each Board/Association, including its members and employees, assumes no responsibility if this form fails to protect the interests of any party. Each party should seek its own legal, tax, and financial or other advice.

The Greater Baltimore Board of REALTORS®, Inc.  
Carroll County Association of REALTORS®, Inc.

Harford County Association of REALTORS®, Inc.  
Howard County Association of REALTORS®, Inc.

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**NOTICE TO BUYER AND SELLER OF BUYER'S RIGHTS AND SELLER'S OBLIGATIONS UNDER MARYLAND'S SINGLE FAMILY RESIDENTIAL PROPERTY CONDITION DISCLOSURE LAW**

ADDENDUM dated 09/19/2024 to the Contract of Sale between Buyer \_\_\_\_\_ and Seller William Ronald Coleman Jr. Jennifer D. Coleman for Property known as 13701 Blenheim Road, Phoenix, MD 21131

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

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

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

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

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

**OR**

(B) A written disclaimer statement providing that:

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



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

Seller

WRC / JDC



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.

		<small>DocuSigned by:</small> 	9/20/2024
Buyer's Signature	Date	Seller's Signature	Date
		<small>DocuSigned by:</small> <i>Jennifer D. Coleman</i>	9/20/2024
Buyer's Signature	Date	Seller's Signature	Date
		<small>DocuSigned by:</small> <i>Jonathan Schmitt, Broker</i>	9/19/2024
Agent's Signature	Date	Agent's Signature	Date



MARYLAND NON-RESIDENT SELLER
TRANSFER WITHHOLDING TAX ADDENDUM

ADDENDUM dated \_\_\_\_\_ to Contract of Sale
between Buyer \_\_\_\_\_
and Seller William Ronald Coleman Jr. Jennifer D. Coleman
for Property known as 13701 Blenheim Road, Phoenix, MD 21131

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

- a) 8% of the total payment to a non-resident seller; OR
b) 8.25% of the total payment to a non-resident entity;

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

UNLESS each seller:

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

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

DecSigned by: [Signature]
Seller's Signature

9/20/2024
Date

DecSigned by: Jennifer D. Coleman
Seller's Signature

9/20/2024
Date





**CONSERVATION EASEMENT ADDENDUM**

ADDENDUM dated \_\_\_\_\_ to Contract of Sale between Buyer \_\_\_\_\_ and Seller William Ronald Coleman Jr. Jennifer D. Coleman for Property known as 13701 Blenheim Road, Phoenix, MD 21131

THE PROPERTY IS ENCUMBERED BY ONE OR MORE CONSERVATION EASEMENTS OR OTHER RESTRICTIONS LIMITING OR AFFECTING USES OF THE PROPERTY. MARYLAND LAW REQUIRES THAT THE VENDOR DELIVER TO THE BUYER COPIES OF ALL CONSERVATION EASEMENTS ON OR BEFORE THE DAY THE CONTRACT IS ENTERED INTO. THE BUYER SHOULD REVIEW ALL CONSERVATION EASEMENTS CAREFULLY TO ASCERTAIN THE BUYER'S RIGHTS, RESPONSIBILITIES AND OBLIGATIONS UNDER THE CONSERVATION EASEMENTS, INCLUDING ANY REQUIREMENT THAT AFTER THE SALE THE BUYER MUST INFORM THE OWNER OF THE CONSERVATION EASEMENT OF THE SALE OF THE PROPERTY.

"Conservation easement" means an easement, covenant, restriction, or condition on real property, including an amendment to an easement, covenant, restriction, or condition, as provided for in § 2-118 of the Real Property Article, Annotated Code of Maryland that is:

1. Owned by:
  - a. The Maryland Environmental Trust;
  - b. The Maryland Historical Trust;
  - c. The Maryland Agricultural Land Preservation Foundation;
  - d. The Maryland Department of Natural Resources;
  - e. A county or municipal corporation and is funded by the Maryland Department of Natural Resources, the Rural Legacy Program, or a local agricultural preservation program; or
  - f. A land trust ("land trust" means an organization that: (i) is a qualified organization under § 170(h)(3) of the Internal Revenue Code and regulations adopted under that section; and (ii) has executed a cooperative agreement with the Maryland Environmental Trust); or
2. Required by a permit issued by the Department of the Environment.

A Buyer who receives this notice and copies of the easements on or before entering into a contract of sale for the Property does not have a right to rescind the contact of sale based on the information received from the Seller.

A Buyer who does not receive this notice and copies of the easements on or before entering into a contract of sale for the Property, on written notice to the Seller or Seller' Agent:

1. Has the unconditional right to rescind the contract at any time before, or within 5 days after, receipt of the notice and copies of the easement; and
2. Is entitled to the immediate return of any deposits made in accordance with the contract.

Within 30 calendar days after settlement, the Buyer shall notify the owner of a Conservation Easement of the sale of the Property. The notification shall include, to the extent reasonably available:

1. The name and address of the Buyer;
2. The name of the Seller;
3. The address of the Property; and
4. The date of the sale of the Property.

Seller and Buyer shall be entitled to rely upon the conservation easement recorded in the Land Records of the County where the Property is located in satisfaction of the requirements of this Addendum.

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

	Date	<small>DocuSigned by:</small> 	9/20/2024
<b>Buyer Signature</b>		<b>Seller Signature</b>	
	Date	<small>DocuSigned by:</small> <u>Jennifer D. Coleman</u> <small>31486@MORMLAB</small>	9/20/2024
<b>Buyer Signature</b>		<b>Seller Signature</b>	



10/17



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**MARYLAND HOMEOWNERS ASSOCIATION ACT  
NOTICE TO BUYER**

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

ADDENDUM DATED \_\_\_\_\_ TO CONTRACT OF SALE  
BUYER(S): \_\_\_\_\_  
SELLER(S): William Ronald Coleman, Jr., Jennifer D. Coleman  
PROPERTY: 13701 Blenheim, Phoenix, MD 21131

**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**

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

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

**If you do cancel the contract, you will be entitled to a refund of any deposit you made on account of the contract. However, unless you return the MHAA information to the seller when you cancel the contract, the seller may keep out of your deposit the cost of reproducing the MHAA information, or \$100, whichever amount is less. If the deposit is held in trust by a licensed real estate broker, the return of the deposit to you shall comply with the procedures set forth in Section 17-505 of the Business Occupations and Professions Article of the Maryland Code.**

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

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

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

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

\_\_\_\_\_  
Seller Date  
William Ronald Coleman, Jr.

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

\_\_\_\_\_  
Seller Date  
Jennifer D. Coleman



**MARYLAND HOMEOWNERS ASSOCIATION ACT  
DISCLOSURES TO BUYER AND TRANSMITTAL OF DOCUMENTS**

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

ADDENDUM DATED \_\_\_\_\_ TO CONTRACT OF SALE  
BUYER(S): \_\_\_\_\_  
SELLER(S): William Ronald Coleman, Jr., Jennifer D. Coleman  
PROPERTY: 13701 Blenheim, Phoenix, MD 21131

The following disclosures are provided by the Vendor ("Seller") to the Buyer who intends to occupy or rent the lot for residential purposes pursuant to 11B-106 of the Maryland Homeowners Association act ("the Act"):

(1). The lot which is the subject of the contract of sale is located within the development known as \_\_\_\_\_

(2). (i). The current monthly fees or assessments imposed by the homeowners association upon the lot are \$ \_\_\_\_\_ per month payable on a \_\_\_\_\_ basis.

(ii). The total amount of fees, assessments, and other charges imposed by the homeowners association upon the lot during the prior fiscal year of the homeowners association was: \$ \_\_\_\_\_

(iii). The fees, assessments, or other charges imposed by the homeowners association against the lot are \_\_\_\_\_ or are not \_\_\_\_\_ (Seller to initial applicable provision) delinquent. If any of the foregoing are delinquent, Seller to explain, giving amounts and dates of delinquency: \_\_\_\_\_

(3). Seller to initial (i) or (ii) and complete as appropriate:

\_\_\_\_\_ (i). The name, address, and telephone number of the management agent of the homeowners association, or other officer or agent authorized by the homeowners association to provide to members of the public, information regarding the homeowners association and the development is:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

\_\_\_\_\_ (ii). No agent or officer is presently so authorized by the homeowners association.

(4). Seller to initial (i) or (ii) and complete as appropriate:

\_\_\_\_\_ (i). Seller has actual knowledge of: (Seller to initial all which apply)  
\_\_\_\_\_ A. The existence of any unsatisfied judgments or pending lawsuits against the homeowners association: if (A) is initialed, explain: \_\_\_\_\_

\_\_\_\_\_ B. Any pending claims, covenant violations actions, or notices of default against the lot. If (B) is initialed, explain: \_\_\_\_\_



\_\_\_\_\_ (ii). Seller has no actual knowledge of any of the items listed in (4)(i) above.

(5). (i). Attached are copies of the following documents relating to the development and the homeowners association to which the Buyer shall become obligated upon becoming the owner of the lot: (Seller to initial all applicable items.)

- \_\_\_\_\_ A. Articles of incorporation;
- \_\_\_\_\_ B. Declaration of covenants and restrictions;
- \_\_\_\_\_ C. All recorded covenants and restrictions of the primary developments, and of other related developments to the extent reasonably available;
- \_\_\_\_\_ D. The bylaws and rules of the primary development, and other related developments to the extent reasonably available.

(ii). Obligations contained in the attached copies of documents: (Seller to initial any applicable provision.)

- A. Are \_\_\_\_\_ or Are Not \_\_\_\_\_ enforceable against an owner;
- B. Are \_\_\_\_\_ or Are Not \_\_\_\_\_ enforceable against the owner's tenants.

The information contained in this Addendum issued pursuant to Section 11B-106(b) of the Maryland Homeowners Association Act is based on the Seller's actual knowledge and belief and is current as of the date hereof.

Seller hereby acknowledges that Seller has provided all information necessary to complete this Addendum, in compliance with the Act, and that Seller has reasonable grounds to believe and does believe, after reasonable investigation, that the information and statements herein provided to Buyer are true and that there is no omission to state a material fact necessary to make the statements not misleading.

\_\_\_\_\_  
**Seller**  
**William Ronald Coleman, Jr.**

**Date**

\_\_\_\_\_  
**Seller**  
**Jennifer D. Coleman**

**Date**

Buyer hereby acknowledges that Buyer, on the date indicated below, has received all of the disclosures contained herein, including attachments as indicated, and that Seller has fully complied with the disclosure requirements of the Act.

\_\_\_\_\_  
**Buyer**

**Date**

\_\_\_\_\_  
**Buyer**

**Date**



STATE OF MARYLAND  
REAL ESTATE COMMISSION

## Consent for Dual Agency

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

### When Dual Agency May Occur

The possibility of Dual Agency arises when:

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

### Important Considerations Before Making a Decision About Dual Agency

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

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

### Your Choices Concerning Dual Agency

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

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

