

DISCLOSURE & TRANSMITTAL OF DOCUMENTS

Special provisions attached to and hereby made a part thereof, the Contract dated _____ on Lot _____, Block _____, Section _____, Subdivision _____, located at 6610 Ladoga Lane County, Maryland, between Leon R. Roberson, ~~Elke~~ Rosemary Roberson (Seller) and _____ (Purchaser).

Disclosures and Transmittal of documents pursuant to Maryland Homeowners Association Act Affecting (a) All Resales and (b) Initial Sales by Builders in Developments of Twelve (12) or Fewer Lots.

Pursuant to 11B-106(b) of the Maryland Homeowners Association Act, the Seller hereby certifies that as of the date hereof, except as herein stated:

- A. The Lot which is the subject of this Contract is located within a Development and is subject to the Lake Linganore Homeowners Association.
- B. The status of the fees or assessments imposed by the Homeowners Association (HOA) against the above referenced Lot is as follows:

Current Monthly Fee or Assessments	\$ <u>957 per year</u>
Delinquent Fees or Assessments _____ Months	\$ _____
Other Charges Due _____	\$ _____
Total due HOA as of _____	\$ <u>957 per year</u>

 If none are delinquent, please so state.
- C. The total amount of fees, assessments and other charges imposed by the HOA upon the Lot during the prior fiscal year of the HOA is as follows:

Fees: \$ _____	Other Charges: \$ _____
Assessments: \$ _____	Total: \$ <u>846 per year</u>
- D. The name, address and phone number of the management agent for the HOA is as follows:

Name: LLA Phone: 301-831-6400
 Address: 6718 Coldstream Dr. New Market MD 20774

[OR] The HOA presently does not employ a management agent. If none, please so state.
- E. The following person(s) is (are) authorized by the HOA to provide to the public information regarding the HOA and the Development. Name: Daisy Phone: 301-831-6400
 Address: 6718 Coldstream Dr. New Market MD 20774
 [OR] No agent or officer is presently authorized by the HOA to provide to the public information regarding the HOA and the Development. If none, please so state.
- F. The Seller has no actual knowledge of any unsatisfied judgements, or pending lawsuits against the Homeowners Association, except as noted: _____
- G. The Seller has no actual knowledge of any pending claims, covenant violations actions or notices of default against the Lot, except as noted: _____
- H. Attached to this Addendum is a copy of:
 - (1) 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 Purchaser 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
 - (2) The Bylaws and Rules of the Primary Development, and of other Related Developments to the extent reasonably available, to which the Purchaser 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.
- I. The obligations described in subparagraphs H(1) and (2) above are enforceable against an owner and the owner's tenants, if applicable.
- J. NOTE: The requirements of Section 11B-106(b) shall be deemed to have been fulfilled if the information required to be disclosed is provided to the Purchaser in writing in a clear and concise manner. The disclosures may be summarized or produced in any collection of documents, including plats, the Declaration, or the organizational documents of the Homeowners Association, provided those documents effectively convey the required information to the Purchaser.

Disclosure & Transmittal of Documents

Page 1 of 2

- K. NOTICE TO SELLER: WITHIN THIRTY (30) CALENDAR DAYS OF ANY RESALE TRANSFER OF A LOT WITHIN A DEVELOPMENT, THE TRANSFEROR (SELLER) SHALL NOTIFY THE HOMEOWNERS ASSOCIATION FOR THE PRIMARY DEVELOPMENT OF THE TRANSFER. THE NOTIFICATION SHALL INCLUDE, TO THE EXTENT REASONABLY AVAILABLE, THE NAME AND ADDRESS OF THE TRANSFEROR (SELLER), THE DATE OF TRANSFER, THE NAME AND ADDRESS OF ANY MORTGAGEE, AND THE PROPORTIONATE AMOUNT OF ANY OUTSTANDING HOMEOWNERS ASSOCIATION FEE OR ASSESSMENT ASSUMED BY EACH OF THE PARTIES TO THE TRANSACTION.
- L. 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. The Seller is required to provide the Purchaser with notice of any changes in mandatory fees exceeding ten percent (10%) of the amount previously stated to exist and copies of any other substantial and material amendments to the above disclosures after they have become known to the Seller. Any Purchaser may, within three (3) calendar days following receipt by the Purchaser of such amendment which adversely affects the Purchaser, cancel in writing the contract subject to the provisions of 11B-108 of the Maryland Homeowners Association Act.
- M. THE PURCHASER HEREBY ACKNOWLEDGES RECEIPT OF THE FOREGOING DISCLOSURES AND COPIES OF ALL DOCUMENTS DESCRIBED IN SECTION H HEREOF.
- N. THE DOCUMENTS WERE PROVIDED BY AND ALL INFORMATION HEREIN WAS COMPLETED BY SELLER.

Leon R Roberson
 Seller Leon R Roberson

 Purchaser

Rosemary Roberson
 Seller ~~of Home~~ Rosemary Roberson

 Purchaser

7-26-07
 Date _____ Time am or pm _____

 Date _____ Time am or pm _____

This form has been prepared for the sole use of the Frederick County Association of REALTORS®, Inc. and its members. This form is designed and intended for the sale and purchase of real estate located in Maryland only and is not to be used for the sale and purchase of any real property in any state other than Maryland. The Association and its members and employees assume no responsibility if this form fails to protect the interests of any party. Each party should secure his own legal, tax, financial or other advice. ©Copyright 1995 Frederick County Association of REALTORS®, Inc. This form may not be altered or modified in any form, except as negotiated by the parties to this Contract, without the prior express written consent of the Frederick County Association of REALTORS®, Inc. Members of the Frederick County Association of REALTORS®, Inc. are hereby expressly authorized to alter or modify this form provided that the form is reproduced and any references to the Frederick County Association of REALTORS®, Inc. is deleted from the altered or modified form.



NOTICE AND DISCLOSURE ADDENDUM

(Must be used with all Contracts of Sales and must be signed prior to execution of a Contract)

LEGAL REQUIREMENT. All contracts for real property are required to be in writing to be enforceable and comply with the law. The contract will be a legally binding document. There is a Maryland Association of REALTORS®, Inc., recommended contract of sale form which the REALTOR® can exhibit to you. In the event you have any questions that you feel are not being satisfactorily answered by the broker/agent, you have the right to have legal counsel review all documents and represent you pertaining to all legal documentation. The broker/agent is required to submit all written offers to the Seller. The terms of a contract cannot be altered after it has been accepted by all of the parties, unless mutually agreed upon. Therefore, the Purchaser is advised that any contingencies or conditions of the sale should be part of the original offer. An offer to purchase is not a contract until the Purchaser and Seller have agreed to, all the terms and conditions in writing.

HOME WARRANTY. Purchaser is hereby offered the opportunity to purchase a homeowner warranty. Purchaser desires X ^{Elke purchases} home buyer's coverage, _____ to decline the benefits of this coverage. Purchaser further agrees not to hold RE/MAX 100, broker and/or agents liable for the repair or replacement of a system or appliance that would otherwise have been covered by this warranty plan.

EQUAL HOUSING OPPORTUNITY. The Property is offered in compliance with Title VIII of 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 handicap, familial status, marital status and such other protected criteria in accordance with the local laws in which the Property is located.

NOTICE OF AIRPORT LOCATION. Buyers hereby acknowledge that they have been notified that the address of the Frederick City Airport, 421 Aviation Way, Frederick, Maryland and that some properties are located within a three mile radius of the airport. There may also be other airports, airstrips, or helicopters that may be located within a three-mile radius of the property.

BUYER ACKNOWLEDGES THAT IT IS THEIR RESPONSIBILITY TO REVIEW THE APPROPRIATE MAPS AND PLANS AT THE FREDERICK CITY AND/OR COUNTY OFFICE OF PLANNING AND ZONING FOR FURTHER INFORMATION ABOUT THE FREDERICK CITY AIRPORT AND ANY OTHERS.

NOTICE: CONTROLLED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT. In an effort to provide our customers greater convenience and a broader range of services, RE/MAX 100 has developed a business relationship with a Title Company. We recommend Maximum Title of Frederick. This company provides quality service at competitive rates.

Maximum Title of Frederick is a company, which provides title insurance and settlement services on purchases and refinance transactions. One of the stockholders of Maximum Title is also the principle owner of RE/MAX 100, the real estate broker with whom your real state agent is associated. The estimated charge or range of charges by Maximum Title for a Title Examination are (\$159 to \$350). In most cases there will be an addition fee for the abstract (usually \$100 to \$150), which will be paid to an independent abstract company. Your lender may require title insurance, which averages (\$2.50 per thousand of your loan amount); optional owner's coverage will be available. Please note these are title company charges only and DO NOT INCLUDE lender charges or escrows, government imposed transfer and recording charges, miscellaneous charges such as termite and survey, prorations or down payment.

Of course you are not required to use these services, but we think you will find it convenient and that this company provides quality service at competitive rates. Applicable law requires that the existence of such a relationship be disclosed in connection with any recommendation of you, as prospective clients/customers, to use this company.

I/we acknowledge receipt of this notice from Elke Thornton-Husch (agent) affiliated with RE/MAX 100 (firm), have read this notice, and understand that any contract I/we may enter into for the purchase of real property may be modified only as agreed upon with Seller.

Leon Roberson 7-26-07
Signature Date

Name (Print)
Roemain O. Roberson 7-26-07
Signature Date

IF YOU HAVE ANY QUESTIONS REGARDING ANY PORTION OF THIS NOTICE ADDITIONAL INFORMATION IS AVAILABLE AND CAN BE PROVIDED ON REQUEST.

Revised 10/03

Notice and Disclosure

RE/MAX 100 5300 Westview Dr Ste 200, Frederick MD 21703-9402
Phone: 301-695-5500

Fax: 301-663-7742 Elke Thornton-Husch

Roberson.zfx

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035. (800) 282-8805



THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN THE COUNTY OF FREDERICK, STATE OF MARYLAND, DESCRIBED AS 6610 Ladoga Lane, New Market, MD 21774

THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE FREDERICK COUNTY RIGHT TO FARM ORDINANCE IN COMPLIANCE WITH FREDERICK COUNTY ORDINANCE NO. _____ (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 questions concerning this policy or the reconciliation committee, please contact the Frederick County Planning Department for additional information.

Seller Leon R. Roberson Date 7-26-07
Leon R Roberson

Seller Rosemary B Roberson Date 7-26-07
~~Chana~~ Rosemary Roberson

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

Buyer _____ Date _____

Buyer _____ Date _____

IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

INCLUSIONS/EXCLUSIONS DISCLOSURE AND ATTACHMENT TO LISTING AGREEMENT

PROPERTY ADDRESS 6610 Ladoga Lane, New Market, MD 21774

FOR USE WITH REGIONAL CONTRACT

PERSONAL PROPERTY, FIXTURES, AND UTILITIES: Unless otherwise negotiated in a contract of sale, the purchase price shall include the following personal property and fixtures: A. any existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, smoke and heat detectors, tv antennas, exterior trees and shrubs and B. The items marked YES below as currently installed or offered.

<p>Included</p> <table border="0"> <tr><td>Yes</td><td>No</td><td></td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td>Stove or Range</td></tr> <tr><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td>Cooktop</td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td>Wall Oven(s) # _____</td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td>Refrigerator(s) # <u>1</u></td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td>w/ice maker</td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td>Dishwasher</td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td>Built-in Microwave</td></tr> <tr><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td>Trash Compactor</td></tr> </table>	Yes	No		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Stove or Range	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooktop	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wall Oven(s) # 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ADDITIONAL INCLUSIONS (SPECIFY): _____

ADDITIONAL EXCLUSIONS (SPECIFY): Basement shelves in family room on FP sides

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

Water Supply: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Well _____	Hot Water: <input type="checkbox"/> Oil <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Elec. <input type="checkbox"/> Other _____
Sewage Disposal: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Septic # BR _____	Air Conditioning: <input type="checkbox"/> Oil <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Elec. <input type="checkbox"/> Heat Pump <input type="checkbox"/> Other _____
Heating: <input type="checkbox"/> Oil <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Elec. <input type="checkbox"/> Heat Pump <input type="checkbox"/> Other _____	

FOR USE WITH MAR CONTRACT

INCLUSIONS/EXCLUSION: Unless otherwise negotiated in a contract of sale, the purchase price shall include all permanently attached fixtures, including all smoke detectors. Certain other now existing items which may be considered personal property, whether installed or stored upon the property, are included or excluded, as follows (if box is not checked, then item shall be considered excluded):

<p>Included</p> <table border="0"> <tr><td>Yes</td><td></td></tr> <tr><td><input type="checkbox"/></td><td>Alarm System</td></tr> <tr><td><input checked="" type="checkbox"/></td><td>Built-in Microwave</td></tr> <tr><td><input checked="" type="checkbox"/></td><td>Ceiling Fan(s) # <u>2</u></td></tr> <tr><td><input type="checkbox"/></td><td>Central Vacuum</td></tr> <tr><td><input checked="" type="checkbox"/></td><td>Clothes Dryer</td></tr> <tr><td><input checked="" type="checkbox"/></td><td>Clothes Washer</td></tr> <tr><td><input type="checkbox"/></td><td>Cooktop</td></tr> <tr><td><input checked="" type="checkbox"/></td><td>Dishwasher</td></tr> <tr><td><input type="checkbox"/></td><td>Drapery/Curtain Rods</td></tr> <tr><td><input type="checkbox"/></td><td>Draperies/Curtains</td></tr> <tr><td><input type="checkbox"/></td><td>Electronic Air Filter</td></tr> </table>	Yes		<input type="checkbox"/>	Alarm System	<input checked="" type="checkbox"/>	Built-in Microwave	<input checked="" type="checkbox"/>	Ceiling Fan(s) # <u>2</u>	<input type="checkbox"/>	Central Vacuum	<input checked="" type="checkbox"/>	Clothes Dryer	<input checked="" type="checkbox"/>	Clothes Washer	<input type="checkbox"/>	Cooktop	<input checked="" type="checkbox"/>	Dishwasher	<input type="checkbox"/>	Drapery/Curtain Rods	<input type="checkbox"/>	Draperies/Curtains	<input type="checkbox"/>	Electronic Air Filter	<p>Included</p> <table border="0"> <tr><td>Yes</td><td></td></tr> <tr><td><input checked="" type="checkbox"/></td><td>Exhaust Fan(s) # <u>ALL</u></td></tr> <tr><td><input checked="" type="checkbox"/></td><td>Exist. 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ADDITIONAL INCLUSIONS (SPECIFY): Buyer

ADDITIONAL EXCLUSIONS (SPECIFY): Basement shelves in Family Room on FP sides

I/We, the Seller(s) of the above referenced property, have completed these checklists disclosing what conveys with the property and give permission to make this information available to prospective buyers.

<p><u>Leon R Roberson</u> <u>7-26-07</u></p> <p>Seller Date</p> <p>Leon R Roberson</p>	<p><u>Rosemary O Roberson</u> <u>7-26-07</u></p> <p>Seller Date</p> <p>Rosemary Roberson</p>
--	--

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 6610 Ladoga Lane, New Market, MD 21774

Legal Description: IMPSLT 112 BLK B PLAT 3 SECT L-0.20 ACRE COLDSTREAM

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? 9 years

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

Water Supply [X] Public [] Well [] Other
Sewage Disposal [X] Public [] Septic System approved for (# bedrooms)
Garbage Disposal [X] Yes [] No
Dishwasher [X] Yes [] No
Heating [X] Oil [] Natural Gas [X] Electric [] Heat Pump Age 3 approx [] Other
Air Conditioning [] Oil [] Natural Gas [X] Electric [] Heat Pump Age [] Other
Hot Water [] Oil [] Natural Gas [X] Electric Capacity 50 Age 14 [] Other

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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: Asphalt Shingle Age 7 years
 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: Exception - upstairs BATH
 Is the system in operating condition? Yes No Unknown
 Comments: Exception - upstairs BATH
7. Air Conditioning System: Is cooling supplied to all finished rooms? Yes No Unknown Does Not Apply
 Comments: Exception - upstairs BATH
 Is the system in operating condition? Yes No Unknown Does Not Apply
 Comments: _____
8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?
 Yes No Unknown
 Comments: _____
 Will the smoke detectors provide an alarm in the event of a power outage? Yes No Does Not Apply
 Comments: _____
9. Septic Systems: Is the septic system functioning properly? Yes No Unknown Does Not Apply
 When was the system last pumped? Date _____ Unknown
 Comments: _____
10. Water Supply: Any problem with water supply? Yes No Unknown
 Comments: _____
 Home water treatment system: Yes No Unknown
 Comments: WATER FILTER IN BASEMENT
 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? interior wall in basement
 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: _____

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

Comments: _____

Any treatments or repairs? Yes No Unknown
Any warranties? Yes No Unknown

Comments: _____

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

If yes, specify below.

Comments: _____

15. 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: _____

16. 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: _____

17. 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: LAKE LINGANORE

18. 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 Leon R. Roberson Date 7-26-07
Leon R Roberson

Owner Rosemary O. Roberson Date 7-26-07
~~Christa~~ Rosemary Roberson

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 _____

Rev 10-1-05

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GCAAR Form #912 - MD - Property Disclosure/Disclaimer
(Formerly #11301J/K)

Page 3 of 4

10/05

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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 _____
Leon R Roberson

Owner _____ Date _____
O'Hara Rosemary Roberson

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 _____

Form: DLLR/REC/P/10-1-01Rev
Rev 10-1-05

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Page 4 of 4

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STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

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

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, or landlords, and exclusively represents the sellers or landlords. That means that he or she may assist the buyer or tenant in purchasing or renting the property, but his or her duty of loyalty is only to the sellers or landlords. The seller pays the seller's agent's fees as specified in a written listing agreement.

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 or tenant in purchasing or renting a property, but his or her duty of loyalty is only to the sellers or landlords. The cooperating agent's fee is paid by the sellers or landlords through the seller's agent's company.

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 buy or rent, 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 or tenant may enter into a written contract with a real estate agent which provides that the agent will represent the buyer or tenant in locating a property to buy or rent. 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 or tenant. The agent's fee is paid according to the written agreement between the agent and the buyer or tenant. If you as a buyer or tenant wish to have an agent represent you exclusively, you must enter into a written buyer agency agreement.

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 company, or broker, is called the "dual agent". Dual agents do not act exclusively in the interests of either the seller or buyer, or landlord or tenant, 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, or landlord and tenant, agree to dual agency by signing a Consent For Dual Agency form, then the real estate company (the "dual agent") will assign one agent to represent the seller or landlord (the seller's "intra-company agent") and another agent to represent the buyer or tenant (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.

Form # 1301G.1

1/99

RE/MAX 100 5300 Westview Dr Ste 200, Frederick MD 21703-9402
Phone: 301-695-5500 Fax: 301-663-7742 Elke Thornton-Husch

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If either party does not agree to dual agency, the real estate company may withdraw the agency agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate company. If the buyer's agreement is terminated, the buyer or tenant may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer or tenant 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 or renting 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 agents should be in writing and should explain the duties and obligations of the agent. The agreement should explain how the agent will be paid and any fee-sharing agreements with other 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) 230-6200.

This notice is information required by law and is NOT A CONTRACT

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

that RE/MAX 100 (firm name)

And Elke Thornton-Husch (salesperson) are working as:

- Seller/landlord's agent
- Cooperating agent
- Buyer's agent
- Dual agent (See Consent for Dual Agency form)
(you may check more than one box)

Leon R. Roberson 7/26/07
Signature Date

Buyer
Buyer
Rosemary O. Roberson 7/26/07
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.

Signature of agent Date

Name of individual to whom disclosure was made

Name of individual to whom disclosure was made



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:

- >The buyer is interested in a property listed by a real estate company; and
- >The seller's agent and the buyer's agent work for that same real estate company.

Before the buyer and seller can proceed to be represented by a dual agent, they must both sign a Consent for Dual Agency. If they have previously signed a Consent for Dual Agency, they must affirm their consent for the sale of a particular property to a particular buyer.

Your Choices Concerning Dual Agency

When a dual agency situation in fact arises, the buyer and seller have the following options:

1. **Consent in writing to dual agency.** If all parties consent in writing, the real estate company (the "dual agent") will assign one real estate agent from the company to represent the seller or landlord (the seller's "intra-company agent") and another agent from the company to represent the buyer or tenant (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. **Do not consent to dual agency.** If either the buyer or the seller, or landlord or tenant, refuses to consent in writing to dual agency, the real estate company must terminate the agency agreement for that particular property with either the buyer or 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 an agent from another real estate company. If the buyer's agreement is terminated, the buyer or tenant may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer or tenant 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.

Important Considerations Before Making a Decision About Dual Agency

☞ A dual agent does not exclusively represent either the seller or buyer and 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 company does not owe undivided loyalty to either the seller or buyer.

Duties of a Dual Agent

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

- >anything the client asks to be kept confidential*,
- >that the seller would accept a lower price or other terms,
- >that the buyer would accept a higher price or other terms,
- >the reasons why a party wants to sell or buy, or
- >that a party needs to sell or buy quickly.

*However, like all agents, a dual agent and intra-company agent must disclose any material facts about a property to the other party.

How Dual Agents Are Paid

Only the dual agent receives compensation on the sale of a property listed by that company.

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

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 do not consent, there will not be a dual agency. I hereby voluntarily consent to have

RE/MAX 100 act as dual agent for me as the:
(Firm Name)

seller in the sale of the property at: 6610 Ladoga Lane

buyer in the purchase of any property listed for sale with the above-referenced firm.

Leon R. Roberson 7-26-07 Rosemary O'Hara Roberson 7-26-07
Signature Date Signature Date

AFFIRMATION

The undersigned Seller(s) hereby affirms consent to Dual Agency:

Signature Leon R Roberson Date _____ Signature O'Hara Rosemary Roberson Date _____

The undersigned Buyer(s) hereby affirms consent to dual agency:

Signature _____ Date _____ 6610 Ladoga Lane
Property Location

Signature _____ Date _____



Frederick County Disclosure

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.

AIRPORTS, AIRSTRIPS & HELIPADS. Buyer acknowledges that there are properties located within a three (3) mile radius of airports, airstrips, heliports or helipads and it is the Buyers' responsibility to review any appropriate maps, plans or other information which they deem appropriate prior to entering into a Contract of Sale. The Frederick Municipal airport is located at 111 Airport Dr. E., Frederick, MD.

CITY OF FREDERICK SALE OF REAL PROPERTY ORDINANCE. The City of Frederick Disclosure upon Sale of Real Property Ordinance (the City of Frederick Code Section #12.5-3) requires the inclusion of the City of Frederick Disclosure Statement as a part of all Contracts of Sale for real property located within the City of Frederick limits.

FREDERICK COUNTY RIGHT TO FARM ORDINANCE. The Frederick County Right to Farm Ordinance (Frederick County Ordinance #96-23-175) requires the inclusion of the Right to Farm Disclosure Statement as a part of all Contracts of Sale for real property within Frederick County.



HAZARDOUS MATERIALS. There are many hazardous materials (i.e., asbestos, radon, underground storage tanks, etc.) that could affect any property. The Brokers and their agents will generally have no knowledge of these hazardous materials and do not have the technical expertise to ascertain or advise you of their presence or significance. It is the Buyer's responsibility to consult any experts they deem appropriate prior to entering into a Contract of Sale.

HOME WARRANTIES. A limited warranty may be available for purchase on the Property. Such limited warranty may provide some financial reimbursement in the event certain named components and or appliances become inoperable or fail during an agreed upon period of time (usually one year from settlement).

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, 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, Buyer should contact the settlement company 24-48 hours before settlement. Buyer should establish utilities in 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 the 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 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.

If you have not received all of the MHAA information five (5) calendar days or more before entering into the contract, you have five (5) calendar days to cancel this 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% of the amount previously stated to exist and copies of any other substantial and material amendments to the information provided to you, you have three (3) calendar days to cancel this contract after receiving notice of any changes in mandatory fees, or copies of any other substantial and material amendment to the MHAA information which adversely affects 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:

- (1) Architectural changes, design, color, landscaping, or appearance;
- (2) Occupancy density;
- (3) Kind, Number, or Use of Vehicles;
- (4) Renting, Leasing, Mortgaging, or Conveying Property;
- (5) Commercial activity; OR
- (6) Other Matters.

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

x Leon R. Roberson
Seller Leon R Roberson

Purchaser

x Rosemary O. Roberson
Seller ~~Leon~~ Rosemary Roberson

Purchaser

2/26/07
Date

Date

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