

# LOCK BOX ADDENDUM TO EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT OR EXCLUSIVE RIGHT TO LEASE RESIDENTIAL BROKERAGE AGREEMENT

ADDENDUM dated 10/12/2020	to Exclusive Right to Sell Residential Brokerage Agreement or Exclusive
Right to Lease Residential Brokerage Agree	ement between Seller or Lessor (Collectively referenced herein as "Seller")
Jaspreet Singh Dhillon	
and Broker Keller Williams Alliance Group	
for Property known as 805 Estuary Drive, Oden	iton, MD 21113

- 1. Upon execution of this Agreement, Broker will place or cause to be placed a lock box on Seller's Property in which the key to Seller's Property will be stored. Seller authorizes Broker to place a lock box on Seller's Property, and authorizes Broker, their agents, subagents and employees, licensed or certified appraisers, and other authorized users of the lock box services to access Seller's Property during the term of this Agreement. Seller, upon written notice to Broker, at any time, may terminate Broker's authority to place a lock box on the Property.
- 2. It is understood by Seller that there is a possibility that a person may use the lock box in an unauthorized manner, enter the Property and unlawfully remove personal property or destroy or damage the Property or personal property located therein. Accordingly, Seller agrees as follows:
  - (a) Seller acknowledges that Seller must take all necessary steps to safeguard and/or remove all valuables and other personal property now located in the Property.
  - (b) Seller acknowledges that it is not a requirement of Broker that Seller allow the use of a lock box. However, Seller has elected to use a lock box.
  - (c) If a tenant occupies the Property where the lock box will be placed, Seller acknowledges that Broker may not install the lock box upon the Property unless the Tenant consents to the use of said lock box as evidenced by the signature of the Tenant below.
  - (d) Seller acknowledges that neither the Broker, their agents, subagents and employees, other real estate licensees, licensed or certified appraisers, nor any local Board or Association of REALTORS® or other lock box service provider is an insurer against the loss or damage to Seller's Property, personal property or valuables. Seller acknowledges that Seller has been advised of the need to verify the existence of insurance for loss or damage to real and personal property, or to obtain such insurance through Seller's insurance agent.
- 3. In consideration of the Agreement of Broker named below to place or cause to be placed a lock box on the Property of the Seller, Seller hereby agrees that Seller shall hold harmless and indemnify Broker, their agents, subagents and employees, or other authorized users of the lock box services, licensed or certified appraisers who access the Property through the lock box, and the applicable REALTOR® board/association, its respective officers, directors, agents, servants and employees (collectively, the "Indemnified Parties"), of and from any liability for loss or damage sustained by Seller or others (except if such loss or damage is caused by any act of misconduct by the Indemnified Parties which is willful, wanton, reckless or amounts to gross negligence) as a result of the installation or use or unauthorized use of said lock box by anyone on the Property of Seller. Seller does hereby expressly assume all risks of loss or damage to the above described Property and its furnishings, personal property and contents, if any, including any and all loss or damage which may be caused by the unauthorized use of the lock box (except if such loss or damage is caused by any act of misconduct by the Indemnified Parties which is willful, wanton, reckless or amounts to gross negligence).
- 4. This Lock Box Addendum constitutes the sole agreement between the parties with respect to placing a lock box on the Property. If for any reason any of the terms of this Addendum shall be deemed by a court of competent jurisdiction to be unenforceable, this Addendum will continue in full force and effect and the unenforceable terms and conditions shall be deemed modified to the extent necessary to make those terms and conditions enforceable. This Addendum shall be governed by, and construed and enforced in accordance with the laws of the State of Maryland.





#### Lock Box Addendum to Exclusive Right to Sell or Lease Residential Brokerage Agreement

Jaspreet Singh Dhillon dotloop verified
10/12/20 6:10 PM EDT
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Jaspreet Singh	<b>Dhillon</b> 10/12/20 6:10 4816-RNVQ-FV		Group
Seller/Landlord	Date	Broker (Company Name	<del>)</del> )
		Tim Horinko	dotloop verified 10/13/20 2:34 PM EDT Z00L-XJZU-E7GP-8YLF
Seller/Landlord	Date	Broker or Aumonzea Re	epresentative Date

TENANT: The Tenant and Seller have discussed the safeguarding and insuring, during the listing period, of personal property and valuables located within said Property. The undersigned Tenant has read and agrees to the above provisions and consents to placement of a lock box on the Property and agrees to be bound personally to the terms and conditions of this Agreement.

Receipt of a copy hereby acknowledged by Tenant.

Tenant	Date	
Tenant	Date	

5. Receipt of a copy of this Addendum is hereby acknowledged by Seller.





### Anne Arundel County Association of REALTORS®

## ADDENDUM – ANNE ARUNDEL COUNTY REQUIRED NOTICES

ADDENDU Buyer(s):				dated 10/12	and Sel	ler(s): <u>J</u> aspreet	: Singh Dhillo		act of Sale between	
LEGAL D	ESCRIP	TION. L	ot/Parcel/U	enton, MD 21113 Init 42 EY ORCHAR	Block	_, Section	,County,	Liber,	Folio,	
informed o area, the bu notice is req residential re	f the curi yer shou uired und eal proper	cent and function to the consult of	ture land-u the approp 10-703 of the Arundel Co	use plans, facil riate County a ne Real Propert ounty which is	ity plans, pul agency or Con y Article, And improved by f	blic works plan unty Internet v notated Code o	ns, school plan web site for in f Maryland for ngle family un	ns, or other position in the state of the st	at in order to becom plans affecting the regarding these pla ct of Sale for single fa tws requiring disclosu nty.org)	property or ans. This amily
District as Commission	defined l	oy Annapo n about th	olis City Co	de Section 21.	56.030. Buye	r should visit t	he website of	the Historic	located in the Histor e Preservation .annapolis.gov) Seller	ic
own surveyor the Property  NOTICE -	or and tity.  CHESA	ele expert	to ascertain  BAY CRI	the extent of	f any riparian  A. If Anne	n rights or oth  Arundel Cou	er rights of venty or the Sta	water access	perty, Buyer will rest that inure to the or	wner of
	ere the v	violation o	-	all disclose:	of the court	s and judiciai	proceedings	Article, a co	ontract for sale of the	ie reai
(II)	The sta	itus of any	y ongoing p	proceedings to	enforce the	violation; and	l			
(III)		ctions the	buyer of th	e real propert	y may be rec	quired to take	with respect	to the prope	erty in order to cure	;
Baltimore-V flights of ai airport noise from the Bo hour "Noise Maryland I	Vashingtor traffices one months of A contract of A contrac	on Internation and from any be substituted in the substitute of th	tional (BV m that faci- oject to zon ning Appea 359-7021) ansportatio	VI) Airport on ility and expending restriction als, as per Tit and Airport n. (Phone 1)	r other airpo rience cumu ons affecting le 5 Subtitle Noise Zone numbers are	ort facility. P lative day-nig new develop 8 of the Tran e Map are a	roperty may, ht noise leve ment or new sportation A vailable from change with	now or in els of 65 dec uses of pr rticle, Anno m the Mar- out notice).	gnated airport noise the future, be subcibels or greater. Property without a zotated Code of Mayland Aviation A. Buyer may obt	oject to over- roperties in an oning variance aryland. A 24 Administration,
premium ra	te to insi	ure, this p	property if		n prior insu	rance claim(s)			cline to insure, or c Buyer will rely on	
Buver	This fo	rm is proper	ty of Anne Ai	rundel County As	ssociation of RE	EALTORS®, Inc.	and may be use	ed only by Rea	ltor Association membe	ers.

NOTICE- FLOOD INSURANCE DISCLOSURE: Your mortgage lender may require you to purchase flood insurance in connection with your purchase of this property. The National Flood Insurance Program provides for the availability of flood insurance but also establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Due to recent amendments to federal law governing the NFIP those premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance for the property. As a result, you should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after you complete your purchase. In considering your purchase of this property you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future.

# THE FOLLOWING PARAGRAPHS APPLY ONLY IF BOTH BUYER(S) AND SELLER(S) INITIAL THEM: Please check appropriate box or boxes and provide required information:

	1	e property herein describe	d is NOT subject to any Public	or Private Front Foot Bend	efit
	Owner(s) states that th Assessment of \$		y is subject to Capital Facilities payable to Anne Arun		enefit
	constructed as a result		ne Arundel County served by pd by Article 27, § 4-13(a) of the owing form:		
	or assessment which p	urports to cover or defray	TE IN ANNE ARUNDEL COU the cost of installing or mainta or of the	uining all or part of the publ	
	subdivision. This fee of the count for early payr	or assessment is (amount) en holder") until (date) ment which may be ascert between the lien holder an	\$payabained by contacting the lien hod each owner of this property a	There may be a right of pro- lder. This fee or assessmen	nt is a
	(1) Prior to S receive a rescission notice in (2) following	settlement, the Purchase full refund of all deposit shall terminate five day compliance with this sec	ly with the provisions of this are shall have the right to rescing paid on account of the control of the Seller provides to tion; and all be liable to the Purchaser	nd the contract and to ract, but the right of the Purchaser written	
	indicate that the radiu U.S. Environmental <i>Sheet</i> . The radium authorities or by an e	am level in some areas of Protection Agency for d level in well water may environmental testing firm	According to the Anne Arunde Anne Arundel County, Marylan rinking water, as described in be determined through specifi a approved by County Health a tion Sheet and Map – Testing	nd, exceed the level establish Radium in Well Water conducted by Conduthorities. Buyer and Sell	shed by the Information unty Health ler acknow-
Buyer	This form is property of Anne .  Buyer	Arundel County Association of	REALTORS®, Inc. and may be used o	Inly by Realtor Association memb	ers.

_	3.	assessment or special tax imp	PECIAL TAX DISTRICT. Each year the buyer of posed under Article 6 Title 4A of the Anne Arundel sment or special tax on this property amounts to	County Code, as of Contract of
		scheduled increase)	the assessment or tax may increase	
		for determining the same)		For further information on this
			ay contact the County Office of Finance. An inc	• •
		special tax, fee or charge is l is not certain.	ikely to occur in the foreseeable future but the timin	g or amount of the increase
	Brokers and the	eir agents and employees for an as contained in this Contract of		sion by any party as a result
		All other terms and condi	tions of the Contract of Sale remain in full force and	effect.
			Jaspreet Singh Dhills	dotloop verified 10/12/20 6:10 PM EDT SAZO-YL8W-TZFT-K6CU
	Buyer	Date	Seller	Date
	Buver	Date	Seller	Date

This form is property of Anne Arundel County Association of REALTORS®, Inc. and may be used only by Realtor Association members.

#### MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 805 Estuary Drive, Odenton, MD 21113	
Legal Description: LT 42 PH 3 805 ESTUARY DR RIVER COLONY@PINEY ORCH	

#### 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?					
Property System:	Water, Sewage, Heating & Air Conditioning ( Answer all that apply)				
Water Supply	✓ Public   ☐ Well     ☐ Other				
Sewage Disposal	Public Septic System approved for (# bedrooms) <b>Other Type</b>				
Garbage Disposal	✓ Yes No				
Dishwasher	✓ Yes				
Heating	☐ Oil ☑ Natural Gas ☐ Electric ☐ Heat Pump Age ☐ Other				
Air Conditioning	☐ Oil ☐ Natural Gas ☑ Electric ☐ Heat Pump Age ☐ Other				
Hot Water	Oil Natural Gas VElectric Canacity Age Other				

# Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems? Comments:	Yes	✓No	Unknown
2. Basement: Any leaks or evidence of moisture? ☐ Yes ☑ No	Unknown	Does Not Apply	
Comments:		Восьтистирріј	
3. Roof: Any leaks or evidence of moisture?  Type of Roof:  Age	✓No	Unkı	nown
Comments:			
Is there any existing fire retardant treated plywood?  Comments:	Yes	□No	☑Unknown
4. Other Structural Systems, including exterior walls and floors: Comments:			
Any defects (structural or otherwise)?	✓No	Unknown	
5. Plumbing system: Is the system in operating condition?	Yes	□No	Unknown
Comments:			
6. Heating Systems: Is heat supplied to all finished rooms? Comments:	✓Yes	□No	Unknown
Is the system in operating condition?	Yes	No	Unknown
Comments:	103		
7. Air Conditioning System: Is cooling supplied to all finished rooms	? <b>V</b> Yes □No □	Unknown Does	s Not Apply
Comments:			FF-y
Is the system in operating condition? ✓ Yes ☐ No ☐ Ur	known Does	Not Apply	
Comments:	_	11 5	
8. Electric Systems: Are there any problems with electrical fuses, circ	uit breakers, outlet	s or wiring?	
☐Yes ☐No. ☐Unknown		Č	
Comments:			
8A. Will the smoke alarms provide an alarm in the event of a pow	er outage?∐Yes	S□No	
Are the smoke alarms over 10 years old?  Yes No	~ <del>_</del>	_	
If the smoke alarms are battery operated, are they sealed, tamper	resistant units in	corporating a sile	ence/hush button, which use
long-life batteries as required in all Maryland Homes by 2018?	Yes □No	•	
Comments:			
9. Septic Systems: Is the septic system functioning properly?	s 🔲 No 🔲 Unk	nown Does N	ot Apply
When was the system last pumped? Date	.—		ot i ppi
	Jnknown		тот търгу
Comments:	Jnknown		(CC11pps)
	Jnknown <b>☑</b> No	∐Unkı	
Comments:		Unkı	
Comments:  10. Water Supply: Any problem with water supply?  Yes		□Unkı	
Comments:  10. Water Supply: Any problem with water supply?   Comments:	✓No	_	
Comments:  10. Water Supply: Any problem with water supply?	✓No	Unknown	nown
Comments:  10. Water Supply: Any problem with water supply?	✓No	_	nown
Comments:  10. Water Supply: Any problem with water supply?	✓No	Unknown	nown
Comments:  10. Water Supply: Any problem with water supply?	☑No ☑No ☐Unknown	☐Unknown ☐Does Not App	nown
Comments:  10. Water Supply: Any problem with water supply?	☑No ☑No ☐Unknown	☐Unknown ☐Does Not App	nown
Comments:  10. Water Supply: Any problem with water supply?	✓No ✓No Unknown ✓Yes ✓Unknown	☐Unknown ☐Does Not App	nown
Comments:  10. Water Supply: Any problem with water supply?	☑No ☑No ☐Unknown ☐Yes	☐Unknown ☐Does Not App	nown
Comments:  10. Water Supply: Any problem with water supply?	✓No ✓No Unknown ✓Yes ✓Unknown	☐Unknown ☐Does Not App	nown
Comments:  10. Water Supply: Any problem with water supply?	✓ No  ✓ No  Unknown  Yes  ✓ Unknown ✓ Unknown	☐Unknown ☐Does Not App	nown
Comments:  10. Water Supply: Any problem with water supply?	✓ No  ✓ No  Unknown  Yes  ✓ Unknown ✓ Unknown Where?	Unknown  Does Not App  No	nown
Comments:  10. Water Supply: Any problem with water supply?	✓ No  ✓ No  ✓ Unknown  ✓ Yes  ✓ Unknown  ✓ Unknown Where?  ✓ un 24 hours after a	Unknown  Does Not App  No  heavy rain?	nown
Comments:  10. Water Supply: Any problem with water supply?	✓ No  ✓ No  Unknown  Yes  ✓ Unknown ✓ Unknown Where?	Unknown  Does Not App  No	nown

dotloop signature verification: dtlp.us/GDmS-9jfg-eWf6  $\square$ No **✓** Unknown □Yes 13. Wood-destroying insects: Any infestation and/or prior damage? Any treatments or repairs? ☐ Yes □No Unknown Any warranties? Unknown Comments: 14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property? ☐ Yes ☐ No ☑ Unknown If yes, specify below Comments: 15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property? ☐ Yes ☐ No **✓** Unknown Comments: 16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property? ☐Yes ☐No ☑Unknown If yes, specify below Comments: 16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office? ☐Yes ☐No ☑Does Not Apply ☐ Unknown **Comments:** 17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District? Unknown If yes, specify below □Yes ✓No Comments: 18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association? Unknown Yes If yes, specify below Comments: 19. Are there any other material defects, including latent defects, affecting the physical condition of the property? **✓** No Unknown Comments: tenants had a water leak on the 3rd floor, subsequently leaking to the 2nd and 1st floor. All the associated water mitigation, followed by repair services, were completed through my insurance company USAA, using NOTE: CROTO ROOTER for water mitigation and PETRA for the repairs (including new carpets) 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 Jaspreet Singh Dhillon Owner

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
Purchaser

#### 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
Owner
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
Purchaser



### **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 10/12/2020		to Exclusive Right to Sell Resid	dential Brokerage Agreement
between Seller(s) Jaspreet Singh	Dhillon		
and Broker Keller Williams Allia	ince Group		
for Property known as 805 Estua	ry Drive, Odenton, MD 21113		<u>.</u>
INCLUSIONS/EXCLUSIONS: unless otherwise negotiated:	Seller intends for these ite	ms marked below to be include	d in the sale of the property
INCLUDED	INCLUDED	INCLUDED	INCLUDED
☐ Alarm System ☐ Built-in Microwave ☐ Ceiling Fan(s) # ☐ Central Vacuum ☐ Clothes Dryer ☐ Clothes Washer ☐ Cooktop ☐ Dishwasher ☐ Drapery/Curtain Rods ☐ Draperies/Curtains ☐ Electronic Air Filter ☐ Exhaust Fan(s) # ADDITIONAL INCLUSIONS (Specify):	Exist. W/W Carpet Fireplace Screen/Doors Freezer Furnace Humidifier Garage Opener(s) # W/remote(s) # Garbage Disposer Hot Tub, Equip. & Cover Intercom Playground Equipment Pool, Equip. & Cover Refrigerator(s) # 1		□ Water Filter □ Water Softener □ Window A/C Unit(s) # Window Fan(s) # □ Wood Stove
LEASED ITEMS: FUEL TANKS items are as follows:	S, SOLAR PANELS AND OT	HER ITEMS: Seller's intentions w	vith regard to any leased
Water Supply:	lWell Septic	. AIR CONDITIONING: (Check al	l that apply)
Hot Water: ☐ Oil ☐ Air Conditioning: ☐ Gas ☐	Gas ☐ Elec. ☐ Heat Gas ☐ Elec. ☐ Other Elec. ☐ Other		1
Jaspreet Singh Dhillon	dotloop verified 10/12/20 6:10 PM EDT YWHR-ID49-STEV-Q861	Seller	Date
П	10.	/19	





# 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	10/12/2020	to the Contract of Sale
between Buyer		
and Seller	Jaspreet Singh Dhillon	
for Property known as	805 Estuary Drive, Odenton, MD 21113	

NOTE: This notice does <u>not</u> 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 13-207of the Tax-Property Article, except land installments contracts of sale under Subsection 13-207(a)(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(a)(12) of the Tax-Property Article; (3) a sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure; (4) a sheriff's sale, tax sale, or sale by foreclosure, partition or by court appointed trustee; (5) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; (6) a transfer of single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

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

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

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

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

OR

- (B) A written disclaimer statement providing that:
  - (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and



(ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.

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

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

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

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

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

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

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

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

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

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

and the seller(s)' obligations und	er Section 10-702.			
		Jaspreet Singh Dhillon	dotloop verified 10/12/20 6:10 PM EDT VXU5-CTRZ-SY8S-8DBA	
Buyer's Signature	Date	Seller's Signature	Date	
Buyer's Signature	Date	Sel <u>ler's Signature</u>	<u>Date</u>	
		James Nellis	dotloop verified 10/12/20 4:29 PM EDT LXKE-CLCD-7GMD-OG1P	
Agent's Signature	Date	Agent's Signature	Date	

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# **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 the 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 <u>buyer</u> 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 <u>seller</u> 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'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 subagent from another company. Alternatively, the buyer may choose to enter into a written buyer agency agreement with a different broker/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; \*
- That the seller would accept a lower price or other terms; 2)
- 3) 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; or 4)
- Anything that relates to the negotiating strategy of a party. 5)
- Dual agents and intra-company agents must disclose material facts about a property to all parties.

### **How Dual Agents Are Paid**

**Consent for Dual Agency** 

eff. (10/1/16)

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.

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 **Keller Williams Alliance Group** act as a Dual Agent for me as the (Firm Name) Seller in the sale of the property at: \_805 Estuary Drive, Odenton, MD 21113 **Buyer** in the purchase of a property listed for sale with the above-referenced broker. Jaspreet Singh Dhillon 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: 805 Estuary Drive, Odenton, MD 21113 **Property Address** Signature Date Signature Date The undersigned **Seller(s)** hereby affirm(s) consent to dual agency for the Buyer(s) identified below: Name(s) of Buyer(s) Date Date Signature Signature 2 of 2

Rev. 8/16/1 6





#### **CONDOMINIUM RESALE NOTICE**

ADDENDUM/AMENDMENT dated_10/12/2020	to Contract of Sale
between Buyer(s):	
and Seller(s): Jaspreet Singh Dhillon	
for Property known as: 805 Estuary Drive, Odenton, MD 21113	
Condominium Unit # Building #	, Section/Regime #,in
	Condominium Association.

#### **PART ONE**

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

- 1. A copy of the Declaration (condominium plat not required).
- 2. A copy of the Bylaws.
- 3. A copy of the Rules or Regulations of the Condominium.
- 4. A certificate from the Council of Unit Owners which includes:
  - a) A statement disclosing the effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the unit, other than any restraint created by the unit owner;
  - b) A statement of the amount of the common expense assessment and any unpaid common expense or special assessment adopted by the Council of Unit Owners that is due and payable from the selling unit owner;
  - c) A statement of any other fees payable by unit owners to the Council of Unit Owners;
  - d) A statement of any capital expenditures approved by the Council of Unit Owners or its authorized designee planned at the time of the conveyance which are not reflected in the current operating budget included in the certificate;
  - e) The most recent regularly prepared balance sheet and income expense statement, if any, of the condominium;
  - f) The current operating budget of the condominium, including the current reserve study report or a summary of the report, a statement of the status and amount of any reserve or replacement fund, or a statement that there is no reserve fund;
  - g) A statement of any unsatisfied judgments and the status of any pending lawsuits to which the Council of Unit Owners is a party, excluding assessment collection suits;
  - h) A statement generally describing any insurance policies provided for the benefit of unit owners, a notice that the policies are available for inspection stating the location at which they are available, and a notice that the terms of the policy prevail over the general description;
  - i) A statement as to whether the Council of Unit Owners has actual knowledge of any violation of the health or building codes with respect to the common elements of the condominium; and
  - j) A description of any recreational or other facilities which are to be used by the unit owners or maintained by them or the Council of Unit Owners, and a statement as to whether or not they are to be part of the common elements.
- 5. A statement by the unit owner as to whether the unit owner has knowledge:
  - a) That any alteration to the unit or to the limited common elements assigned to the unit violates any provision of the Declaration, Bylaws, or Rules and Regulations;
  - b) Of any violation of the health or building codes with respect to the unit or to the limited common elements assigned to the unit; and
  - c) The unit is subject to an extended lease under Section 11-137 of the Maryland Condominium Act or

under local law and, if so, a copy of the lease must be provided.

Buyer Page 1 of 2 10/17 Selle

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

#### **PART TWO**

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

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

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

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

BUYER MAY, AT ANY TIME WITHIN 7 DAYS FOLLOWING RECEIPT OF ALL THIS INFORMATION, RESCIND IN WRITING THE CONTRACT OF SALE, WITHOUT STATING A REASON AND WITHOUT ANY LIABILITY ON BUYERS' PART. UPON RECISSION, BUYER IS ENTITLED TO THE RETURN OF ANY DEPOSIT MADE ON ACCOUNT OF THE CONTRACT. THE RETURN OF ANY DEPOSITS HELD IN TRUST BY A LICENSED REAL ESTATE BROKER TO BUYER SHALL COMPLY WITH THE PROCEDURES SET FORTH SECTION 17-505 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE MARYLAND CODE. ONCE THE SALE IS CLOSED, BUYER'S RIGHT TO CANCEL THIS CONTRACT IS TERMINATED.

		Jaspreet Singh Dhil	dotloop verified 10/12/20 6:10 PM EDT NFJR-KOGF-PE8D-IT3C
Buyer	Date	Seller	Date
Buyer	Date	Seller	Date



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

For initial sale of a lot within a development consisting of more than 12 lots to a person who intends to occupy or rent the lot for residential purposes.

	ENDUM DATE	D <u>10/12/2020</u>		TO CONTRACT OF SALE
	ER(S):	C' 1 DI'II		
<b>DRUI</b>	ER(S): Jaspreet	Singn Dhillon uary Drive, Odenton, MI	21112	
1 1101	LIXI 1. <u>605 ES</u>	uary Drive, Odemon, Mi	7 21113	
			by Vendor ("Seller") to Buyer w 5 of the Maryland Homeowners	ho intends to occupy or rent the lot for Association Act ("the Act"):
not th	ne Seller; or, if		ation or partnership, the names	and of the declarant, if the declarant is and addresses of the principal officers
		NAME:Jaspreet Sing	h Dhillon	
SELL	.ER	ADDRESS: 400 Arr	ny Navy Dr #1623, Arlington, VA	
		TELEPHONE:703-9	991-9872	
		NAME:		
	LARANT	ADDRESS:		
(IF N	OT SELLER)	TELEPHONE:		
		ration or partnership the partnership are: _	, the name, title and addresse	es of the officers of the corporation or
(2).	(i). The nam	e, if any, of the home	owner's association is: PINEY OF	RCHARD/River Colony
	(ii). If incorpo	orated:		
	A. Th	e state incorporated	in is:	
	B. Th	e name of the Maryla	and resident agent is:	
(3).	(i). The lot which is the subject of the contract of sale is located within the development known as:  RIVER COLONY			
	(ii). A description of the location and size of the development, including the minimum and maximum number of lots currently planned or permitted, if applicable, which may be contained within the development:			
	(iii). A description of any property owned by the declarant or the vendor contiguous to the development which is to be dedicated to public use:			
	П ви	yer/	Page 1 of 3 10/17	Selle JSD EQUAL NO GRADO

Buyer

# Maryland Homeowners Association Act Disclosures To Buyer

	the development is or will be within or a part of another development, a general description of the other opment:
descri planne	the declarant has reserved in the declaration the right to annex additional property to the development, a ption of the size and location of the additional property and the approximate number of lots currently ed to be contained in the development, as well as any time limits within which the declarant may annex property:
(6).	(i). Attached are copies of the following documents relating to the development and the homeowners association to which the purchaser shall become obligated upon becoming the owner of the lot: (Seller to initial all applicable provisions.)
	A. Articles of Incorporation B. The Declaration (as defined in the Act) C. All recorded covenants and restrictions of the primary development and of other related developments to the extent reasonably available. D. The bylaws and rules of the primary development, and of other related developments to the extent reasonably available.
	(ii). Obligations contained in the attached copies of documents: (Seller to initial applicable provision.)
	A. Are or Are Not enforceable against an owner
	B. Are or Are Not enforceable against the owner's tenants
	description or statement of any property currently planned to be owned, leased, or maintained by the owners association:
year, i the cu	copy of the estimated proposed or actual budget for the homeowner's association for the current fiscal including a description of the replacement reserves for common area improvements, if any, and a copy of irrent projected budget for the homeowners association based upon the development fully expanded in dance with expansion rights contained in the declaration:
the de	statement of current or anticipated mandatory fees or assessments to be paid by owners of lots within evelopment for the use, maintenance, and operation of common areas and for other purposes related to preserve association and whether the declarant or vendor will be obligated to pay the fees in whole or
	A brief description of zoning and other land use requirements affecting the development; or a written sure of where the information is available for inspection:
(11).	(i). A statement regarding when mandatory homeowners association fees or assessments will first be levied against owners of lots, the procedure for increasing or decreasing fees or assessments, and how fees or assessments and delinquent charges will be collected:
	(ii). The seller is to initial "YES" or "NO" for the following:

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## Maryland Homeowners Association Act Disclosures To Buyer

		ees or assessmen YES explain:	its a perso NO	nal obligation o	f owners of lots?	
		ees or assessment YES Yes	_NO			
	•	fees or assessme Contract Lien Act? YES	nts be enf	orced by impos	ing a lien on a lot	under the terms of
				•	ys fees for collecti ent of the fees or a	ng unpaid fees or issessments?
he homeown	ers association?					t for contribution to
vendor, includ	ding:	any special rights	·			ne declarant or the
B. The C. Ex	e right to pay a re emptions from u ions by which	educed homeownerse restrictions or	ers associa architectur	tion fee or asse al control prov	essment; and isions contained in	the declaration or the homeowners
compliance w nvestigation,	rith the Act, and that the inform	that Seller has rea	asonable g ents herei	rounds to belie <sup>,</sup> n provided to	ve and does believe Buyer are true an	this Addendum, in e, after reasonable d that there is no
Jaspreet S Seller	Singh Dhillon	dotloop verified 10/12/20 6:10 PM EDT 7CO7-TMDV-QA1H-1L07	e	Seller		Date
Buyer hereby	rein, including a	that Buyer, on the	he date in	dicated below,		of the disclosures with the disclosure
_						
Buyer		Dat	e	Buyer		Date

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