

HOWARD COUNTY NOTICE AND DISCLOSURE ADDENDUM
(For use with the MAR Residential Contract of Sale and the Regional Contract of Sale)

Addendum # _____ dated 4/14/16 to the Contract of Sale (the "Contract") dated _____.

The Residential Contract of Sale ("the Contract") between Alireza Aliaskari (Seller) and _____ (Buyer), dated _____, for the sale of Property known as 4919 Lee Farm Court, Ellicott City, MD 20143, located in Howard County, Maryland is hereby amended by addition of the following which is incorporated in and made a part of the Contract of Sale. In the event any of the following provisions are inconsistent with other provisions in the Contract, the terms and conditions of this Addendum shall supersede such other provisions and shall control.

1. GENERAL PLAN MAPS: HOWARD COUNTY:

A. NOTICE TO BUYER: GENERAL PLAN MAPS AND GENERALIZED ZONING MAP FOR HOWARD COUNTY.

i. If you are purchasing an existing residential dwelling unit ("Re-Sale Home") or a newly constructed residential dwelling unit ("New Home") which is located in Howard County, Maryland, the Seller is required by Section 17.502 of the Howard County Code to notify you that the Property being purchased may be affected by plans for roadway capital improvements and land use in Howard County. Current plans for roadway capital improvement and land use in Howard County are contained in the current Howard County General Plan Maps and current Generalized Zoning Map (the "Maps").

ii. YOU HAVE THE RIGHT TO EXAMINE THE CURRENT HOWARD COUNTY GENERAL PLAN MAPS AND CURRENT GENERALIZED ZONING MAP.

B. ACKNOWLEDGEMENT BY BUYER

_____/_____
Buyer Initials Buyer hereby acknowledges that Seller has notified the Buyer of the Buyer's right to examine the current General Plan Maps and current Generalized Zoning Map for Howard County and Buyer understands that in order to become fully informed of current and future roadway improvements and land use plans, Buyer should consult with the Howard County Department of Planning and Zoning, 3430 Courthouse Drive, Ellicott City, Maryland 21043.

C. AVAILABILITY OF MAPS

If the Property being purchased is a Re-Sale Home a copy of the Maps is available at the Howard County Department of Planning and Zoning, 3430 Court House Drive, Ellicott City, Maryland 21043. If the Property being purchased is a New Home, the Seller is required to have available in a model home or sales office a copy of the current General Plan Maps and Generalized Zoning Map for Howard County. If a model home or sales office is not located in the same subdivision as the Property, the Seller of a New Home shall have a copy of the Maps available at the Property.

D. RESCISSION RIGHTS OF BUYER:

If notice of the availability of the General Plan Maps and Generalized Zoning Map is provided to you at the time of or within less than two (2) days before entering into the Contract, you shall have the right, upon written notice to the Seller, to rescind the Contract and, in the event of such rescission, all deposit money paid by you in connection with the Contract will be returned to you. To be effective, your election to rescind the Contract, as herein provided, must be delivered to the Seller not later than 11:59 p.m. on the second Howard County Government business day immediately following the date of Buyer's acknowledgement of the availability of the Maps for Howard County as evidenced by the initials of the Buyer in Section 1.C. of this Addendum. If notice of the availability is provided to you more than two (2) days before entering into the Contract, then you shall have no right to rescind the Contract for any reason based upon the contents of the Maps.

_____/_____
Buyer Initials Buyer hereby acknowledges that Buyer has read this Section D above and is aware of Buyer's rescission rights.

E. FAILURE TO PROVIDE GENERAL PLAN MAPS:

i. Buyer is advised that Section 17.502(c) of the Howard County Code provides that the failure of the Seller to provide notice of the availability of the Maps for Howard County shall not cause the Contract to be invalid, void, voidable or otherwise unenforceable by the Seller or Buyer.

ii. Seller is hereby advised that Section 17.504 of the Howard County Code provides that the failure of the Seller to provide notice of the availability of the Maps for Howard County would constitute a violation of Title 24, "Civil Penalties" of the Howard County Code and may result in a Class B offense under Title 24 against the Seller.



2. NEW HOME - RIGHT TO PRE-SETTLEMENT INSPECTION.

A. Not less than fourteen (14) hours nor more than seventy-two (72) hours prior to the date of actual settlement, a buyer of a new home, or the agent of the Buyer, shall have the right to inspect the new home. If mutually agreed upon in writing, the Buyer and Seller may provide for more than one (1) pre-settlement inspection or for the pre-settlement inspection to occur not less than fourteen (14) hours or more than seventy-two (72) hours prior to the date of actual settlement. Not later than fourteen (14) calendar days prior to the date of actual settlement, the Seller shall notify the Buyer, in writing, of the proposed date and time of the pre-settlement inspection. Such written notice shall include three (3) proposed pre-settlement inspection times on at least two (2) different dates. The pre-settlement inspection, unless agreed to otherwise by the Buyer, shall be scheduled to commence between the hours of 10:00 a.m. and 8:00 p.m. The Buyer, upon receipt of the notice of pre-settlement inspection as herein provided from the Seller, shall promptly notify the Seller or the agent of the Seller of which of the pre-settlement inspection dates and times proposed by the Seller are accepted by the Buyer. The Seller shall make every reasonable effort to designate the dates and times for the pre-settlement inspection reasonably convenient to the Buyer.

B. The Seller shall allow a reasonable time for the Buyer or the agent of the Buyer to conduct the pre-settlement inspection and shall provide the Buyer or the agent of the Buyer with reasonable access to the interior and exterior of the new home and the real property being conveyed, if applicable. At the time of the pre-settlement inspection, the Seller shall arrange to have all utilities servicing the new home to be connected and turned on in order for the Buyer or the agent of the Buyer to inspect and test all fixtures, electrical, mechanical, including appliance, plumbing, heating and air-conditioning systems as installed in the new home.

C. Both the Buyer and the Seller, as well as the agent of the Buyer and the agent of the Seller, if requested to do so by their respective clients, may attend the pre-settlement inspection.

D. The right of a buyer to a pre-settlement inspection as provided for in this Subtitle may not be waived in the contract of sale, and any such purported waiver may not be enforced by the Seller in a court of law.

3. NEW HOME - ORAL STATEMENTS, REPRESENTATIONS, WARRANTIES AND PROMISES.

Any oral statements, representations, warranties or promises made to you prior to your execution of the Contract by the Seller or agent of the Seller may not be enforceable by you against the Seller or agent of the Seller in any subsequent legal or administrative proceeding unless such statements, representations, warranties or promises are in writing and signed by yourself and the Seller, or agent of the Seller. Any statements, representations, warranties or promises made to you by the Seller or agent of the Seller, upon which you rely, and which are not contained in this printed contract of sale form must be stated in a written addendum attached to the Contract form which is to be signed by both yourself and the Seller in order to make such statements, representations, warranties or promises part of the agreement between yourself and the Seller and enforceable in any legal or administrative proceeding.

4. NOTICE OF DISCLOSURES OF AIRPORTS AND HELIPORTS.

If Buyer is concerned about the existence of airports or heliports located near the Property, Buyer should contact the Howard County Zoning Office at: (410) 313-2395 to determine the location of any such airports or heliports prior to the execution of this Addendum.

5. NOTICE TO BUYER - HOWARD COUNTY PROPERTY TAX.

DUE TO A VARIETY OF MARYLAND PROPERTY TAX CREDIT PROGRAMS, THE BUYER'S PROPERTY TAX BILL MAY BE SIGNIFICANTLY DIFFERENT THAN THE TAX BILL PAID PREVIOUSLY BY THE SELLER OF THE PROPERTY. BUYERS SHOULD CONTACT THE HOWARD COUNTY DEPARTMENT OF FINANCE FOR AN ESTIMATE OF THEIR PROPERTY TAX OBLIGATION.

The Howard County Department of Finance is located at: 3430 Court House Drive, Ellicott City, MD 21043 and may be contacted in person OR by telephone at (410) 313-2195 OR visit the Howard County Citizen Self Service for Real Estate Property Taxes web site at:

<http://howardcountymd.muniselfservice.com/citizens/RealEstate/Default.aspx?mode=new>
(Enter property address and click search, then select "Charges Exemptions Credits.")

6. NOTICE TO BUYER - RADIUM IN WELL WATER.

According to the Howard County Health Department, Bureau of Environmental Health, a water quality survey indicates that elevated levels of naturally occurring radium and uranium have been found in some wells located in the Baltimore Gneiss formation. **Properties serviced by public water are not impacted.** Property Owners in the affected area are required to test new and replacement wells and, if applicable, install a treatment system prior to being granted a Certificate of Potability and putting the well into use. There are no regulations that require private owners of existing private wells to meet US EPA drinking water standards for radioactivity. The radium and uranium levels in well water may be determined through water analysis tests performed by the Howard County Health Department or by an environmental testing firm approved by the Howard County Health Department. Buyer may obtain a copy of a brochure entitled "Radionuclides & Your Well Water: A Homeowner's Guide," which brochure includes a general map of Howard County showing the potentially affected areas as well as a list of approved environmental testing firms from the website of the Howard County Health Department at

<http://countyofhowardmd.us/WorkArea/linkit.aspx?LinkIdentifier=id&ItemID=4294969374>

If the Property being purchased is served by a private well and if Buyer is concerned about radium and uranium levels, Buyer, prior to execution of this Addendum, should download and read the brochure and consider whether to include a contingency in the contract of sale to provide for a well water quality test by the Howard County Health Department or by an approved environmental testing firm."



7. NOTICE TO BUYER – FRONT FOOT BENEFIT FEES AND OTHER CHARGES.

Front Foot Benefit Fees are those charges assessed by a builder, developer, or other private entity to cover the costs of development of a property or community including but not limited to the construction of roads, public and private water and sewer mains, pumping stations, designated greenways, conservation easements, rights of way or other costs of development which serve or benefit the Property directly. **Seller hereby discloses and represents that the property:** *(Seller to initial applicable provision)*

- A. / **IS NOT** subject to a fee or assessment charged by the developer or other private entity hereinafter called (“Lienholder”) which is payable as a one time or ongoing fee, runs with the land, and constitutes a contractual obligation between the Lienholder and the Property owner.
Seller Initials
- B. / **IS** subject to a fee or assessment charged by the developer or other private entity (Lienholder) which is payable as a one time or ongoing fee, runs with the land, and constitutes a contractual obligation between the Lienholder and the Property owner.
Seller Initials

This fee or assessment is in the amount of _____ Dollars (\$ _____) and is payable
 on a one-time basis or on an ongoing basis by year / quarter / month
to: (name and address) _____, (Lienholder).

There may be a right of prepayment or discount for early payment which may be ascertained by contacting the Lienholder. This fee or assessment is a contractual obligation between the Lienholder and each owner of the property and **is not** in any way a fee or assessment by Howard County.

8. NOTICE TO BUYER – COMMUNITY WATER AND SEWAGE FACILITY FEES.

Community Water and Sewage Facility Fees are charges assessed by a builder, developer or other private entity to cover the costs of construction, installation and maintenance of water and wastewater services facilities which continuously serve the community or subdivision in which the property is located. **Seller hereby discloses and represents that the property:** *(Seller to initial applicable provision)*

- A. / **IS NOT** subject to a fee or assessment which purports to cover or defray the cost of installing and/or maintaining all or part of the water or wastewater facilities constructed by the developer of the _____ community and/or subdivision.
Seller Initials
- B. / **IS** subject to a fee or assessment which purports to cover or defray the cost of installing and/or maintaining all or part of the water or wastewater facilities constructed by the developer of the _____ community and/or subdivision.
Seller Initials

This fee or assessment is in the amount of _____ Dollars (\$ _____) and is payable
annually in (month) _____ to (name and address) _____, hereinafter called (“Lienholder”).

There may be a right of prepayment or discount for early payment which may be ascertained by contacting the Lienholder. This fee or assessment is a contractual obligation between the Lienholder and each owner of the property and **is not** in any way a fee or assessment by Howard County.

9. NOTICE TO BUYER – COLUMBIA COVENANT COMPLIANCE. The Seller hereby discloses and represents that the property:

- A. AA / **IS NOT** subject to mandatory fees assessed by the Columbia Association (CPRA)
Seller Initials
- B. / **IS** subject to mandatory fees assessed by the Columbia Association (CPRA) – See Columbia
Seller Initials Covenant Compliance Addendum.

Buyer Date

Alireza Aliaskari

Seller Date
Alireza Aliaskari

Buyer Date

Seller Date

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CONDOMINIUM RESALE NOTICE

ADDENDUM/AMENDMENT # _____ dated 4/14/16 to Contract of Sale
between Buyer(s): _____
and Seller(s): Alireza Aliaskari
for Property known as: 4919 Lee Farm Court, Ellicott City, MD 20143
Condominium Unit # _____ Building # _____, Section/Regime # _____,
in ELICOTT PARK Condominium Association.

PART ONE

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

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



Buyer _____ / _____

Seller [Signature] / _____



- a) That any alteration to the unit or to the limited common elements assigned to the unit violates any provision of the Declaration, Bylaws, or Rules and Regulations; and
 - b) Of any violation of the health or building codes with respect to the unit or to the limited common elements assigned to the unit.
 - c) The unit is subject to an extended lease under Section 11-137 of the Maryland Condominium Act or under local law and, if so, a copy of the lease must be provided.
6. A written notice of the unit owner's responsibility for the Council of Unit Owner's property insurance deductible and the amount of the deductible.

PART TWO

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

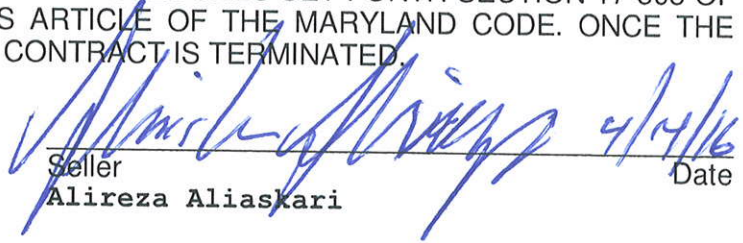
- 1. A copy of the Declaration (other than the plats);
- 2. A copy of the Bylaws;
- 3. A copy of the Rules or Regulations of the Condominium; and
- 4. A statement by Seller of his expenses relating to the common elements during the preceding twelve (12) months.
- 5. A written notice of the unit owner's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

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

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

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

Buyer Date



Seller Date
Alireza Aliaskari

Buyer Date

Seller Date



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

ADDENDUM # _____ dated 4/14/16 to the Contract of Sale between Buyer _____ and Seller Alireza Aliaskari for Property known as 4919 Lee Farm Court, Ellicott City, MD 20143

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

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

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

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

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

OR

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

Buyer _____ / _____

Seller Alireza Aliaskari



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

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

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

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

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

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

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

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

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

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

Buyer's Signature Date



Seller's Signature Date
Alireza Aliaskari

Buyer's Signature Date

Seller's Signature Date

Agent's Signature Date



Agent's Signature Date
John Burgess

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 4919 Lee Farm Court, Ellicott City, MD 20143

Legal Description: _____

NOTICE TO SELLER AND PURCHASER

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

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

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

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

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

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

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

How long have you owned the property? _____

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

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

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems? Yes No Unknown

Comments: _____

2. Basement: Any leaks or evidence of moisture? Yes No Unknown Does Not Apply

Comments: _____

3. Roof: Any leaks or evidence of moisture? Yes No Unknown

Type of Roof: _____ Age _____

Comments: _____

Is there any existing fire retardant treated plywood? Yes No Unknown

Comments: _____

4. Other Structural Systems, including exterior walls and floors:

Comments: _____

Any defects (structural or otherwise)? Yes No Unknown

Comments: _____

5. Plumbing System: Is the system in operating condition? Yes No Unknown

Comments: _____

6. Heating Systems: Is heat supplied to all finished rooms? Yes No Unknown

Comments: _____

Is the system in operating condition? Yes No Unknown

Comments: _____

7. Air Conditioning System: Is cooling supplied to all finished rooms? Yes No Unknown Does Not Apply

Comments: _____

Is the system in operating condition? Yes No Unknown Does Not Apply

Comments: _____

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?

Yes No Unknown

Comments: _____

8A. Will the smoke alarms provide an alarm in the event of a power outage? Yes No

Are the smoke alarms over 10 years old? Yes No

If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/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? Yes No Unknown Does Not Apply

When was the system last pumped? Date _____ Unknown

Comments: _____

10. Water Supply: Any problem with water supply? Yes No Unknown

Comments: _____

Home water treatment system: Yes No Unknown

Comments: _____

Fire sprinkler system: Yes No Unknown Does Not Apply

Comments: _____

Are the systems in operating condition? Yes No Unknown

Comments: _____

11. Insulation:

In exterior walls? Yes No Unknown

In ceiling/attic? Yes No Unknown

In any other areas? Yes No Unknown

Comments: _____

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?

Yes No Unknown

Comments: _____

Are gutters and downspouts in good repair? Yes No Unknown

Comments: _____

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

Comments: _____

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

Comments: _____

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

If yes, specify below

Comments: _____

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

Comments: _____

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

If yes, specify below

Comments: _____

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? Yes No Unknown If yes, specify below

Comments: _____

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association? Yes No Unknown If yes, specify below

Comments: _____

19. Are there any other material defects, including latent defects, affecting the physical condition of the property? Yes No Unknown

Comments: _____

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

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

Owner Alireza Aliaskari Date _____

Owner _____ Date _____

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

Purchaser _____ Date _____

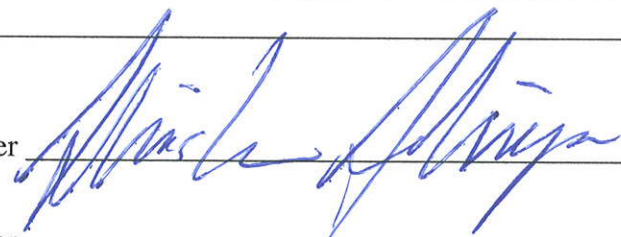
Purchaser _____ Date _____

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO OWNER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

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

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

Owner  Date 2/14/16

Owner _____ Date _____

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

Purchaser _____ Date _____

Purchaser _____ Date _____



INCLUSIONS/EXCLUSIONS AND UTILITIES ADDENDUM TO EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT

For the sole purpose of assisting the agent in preparing an offer and is not to be part of the Contract of Sale

ADDENDUM # _____ dated _____ to Exclusive Right to Sell Brokerage Agreement between Seller(s) Alireza Aliaskari and Broker Realty Executives Premier for Property known as 4919 Lee Farm Court, Ellicott City, MD 21113.

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

INCLUDED

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

INCLUDED

- Exhaust Fan(s) # *AS INSTALLED*
- Exist. W/W Carpet
- Fireplace Screen/Doors
- Freezer
- Furnace Humidifier
- Garage Opener(s) # 1
- w/remote(s) # _____
- Garbage Disposer
- Hot Tub, Equip. & Cover
- Intercom
- Playground Equipment

INCLUDED

- Pool, Equip. & Cover
- Refrigerator(s) # 1
- w/ice maker
- Satellite Dish
- Screens *AS IS/AS INSTALLED*
- Shades/Blinds
- Storage Shed(s) # _____
- Storm Doors
- Storm Windows
- Stove or Range
- T.V. Antenna

INCLUDED

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

ADDITIONAL INCLUSIONS (Specify):

EXCLUSIONS (Specify):

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

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

Seller Alireza Aliaskari Date 4/14/16 Seller _____ Date _____

Buyer _____ DATE _____ Buyer _____ DATE _____

