



**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 \_\_\_\_\_ to the Contract of Sale dated \_\_\_\_\_, between Buyer \_\_\_\_\_ and Seller Nicholas Hamaty, Joyce Hamaty for Property known as 14200 Lighthouse Avenue B-201, Ocean City, MD 21842

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

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

- (A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:
  - (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
  - (ii) Insulation;
  - (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
  - (iv) Plumbing, electrical, heating, and air conditioning systems;
  - (v) Infestation of wood-destroying insects;
  - (vi) Land use matters;
  - (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
  - (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
  - (ix) Whether the smoke detectors will provide an alarm in the event of a power Outage; and
  - (x) If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.**


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

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

**OR**

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

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

Seller jh / JH 

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	<i>Nicholas Hamaty</i> _____ Seller's Signature	<i>11-7-11</i> _____ Date
		<b>Nicholas Hamaty</b>	
_____ Buyer's Signature	_____ Date	<i>Joyce Hamaty</i> _____ Seller's Signature	<i>11/7/11</i> _____ Date
		<b>Joyce Hamaty</b>	
_____ Agent's Signature	_____ Date	<i>Sandy Schulz</i> _____ Agent's Signature	<i>11/7/11</i> _____ Date
		<b>Sandy Schulz</b>	

©Copyright 2007 Maryland Association of REALTORS®, Inc. For use by REALTOR® members of the Maryland Association of REALTORS® only. Except as negotiated by the parties to the Contract, this form may not be altered or modified in any form without the prior expressed written consent of the Maryland Association of REALTORS®, Inc.



MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 14200 Lighthouse Avenue B-201, Ocean City, MD 21842

Legal Description: U B-201 P 1 Lighthouse Ave & 142nd Nanticoke Square CM

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? 28 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 [ ] Oil [ ] Natural Gas [X] Electric [ ] Heat Pump Age
Air Conditioning [ ] Oil [ ] Natural Gas [X] Electric [ ] Heat Pump Age
Hot Water [ ] Oil [ ] Natural Gas [X] Electric Capacity Age

©2007 The Greater Capital Area Association of REALTORS®, Inc
This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
Previous editions of this Form should be destroyed.

**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: \_\_\_\_\_  
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: \_\_\_\_\_  
Fire sprinkler system:  Yes  No  Unknown  Does Not Apply  
Comments: \_\_\_\_\_  
Are the systems in operating condition?  Yes  No  Unknown  
Comments: \_\_\_\_\_
11. Insulation:  
In exterior walls?  Yes  No  Unknown  
In ceiling/attic?  Yes  No  Unknown  
In any other areas?  Yes  No  Unknown Where? \_\_\_\_\_  
Comments: \_\_\_\_\_
12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?  
 Yes  No  Unknown  
Comments: \_\_\_\_\_  
Are gutters and downspouts in good repair?  Yes  No  Unknown  
Comments: \_\_\_\_\_

©2007 The Greater Capital Area Association of REALTORS®, Inc

This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.

Previous editions of this Form should be destroyed.

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: \_\_\_\_\_

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 Nicholas Hamaty Date \_\_\_\_\_

Owner Joyce Hamaty Date \_\_\_\_\_

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

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

**MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT**

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

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

The owner(s) has actual knowledge of the following latent defects: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner Nicholas Hamaty Date 11-7-11  
**Nicholas Hamaty**

Owner Joyce Hamaty Date 11/7/11  
**Joyce Hamaty**  
"property to be sold 'as is'"

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 \_\_\_\_\_





**Condominium - Sellers Statement and Buyers Receipt of Information  
for Maryland Resale Condominiums**

*(Required for the resale of all condominiums in Maryland)*

*To be provided at the time of delivery of Condominium documents.*

The Contract of Sale dated \_\_\_\_\_, Address 14200 Lighthouse Avenue B-201  
 City Ocean City, State MD Zip 21842 Lot: \_\_\_\_\_  
 Block/Square: \_\_\_\_\_ Unit: \_\_\_\_\_ Section: \_\_\_\_\_ Tax ID # 2410304296  
 Parking Space(s) # \_\_\_\_\_ Storage Unit(s) # \_\_\_\_\_  
 Subdivision/Project: \_\_\_\_\_  
 between Seller Nicholas Hamaty, Joyce Hamaty and  
 Buyer \_\_\_\_\_ is hereby amended by the  
 incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

**1. UNIT OWNER'S STATEMENT:**

**For a condominium containing seven (7) or more units:**

Pursuant to Section 11-135(a) of the Maryland Condominium Act, the undersigned unit owner(s)/Seller(s) make(s) the following statements:

**A.** I/We have no knowledge that any alteration to the described unit or to the limited common elements, if any, assigned to the unit violates any provision of the Declaration, Bylaws, or Rules and/or Regulations of the condominium except as follows  
 \_\_\_\_\_

**B.** I/We have no knowledge of any violation of the health or building codes with respect to the unit or the limited common elements assigned to the unit except as follows:  
 \_\_\_\_\_

**C.** I/We have no knowledge that the unit is subject to an extended lease under Section 11-137 of the Maryland Condominium Act or under local law except as follows: \_\_\_\_\_  
 (An extended lease under Section 11-137 is a lease for up to three (3) years which was entered into with a qualified household containing either a senior citizen or a handicapped citizen when the rental property was converted to a condominium.)

- OR -

**For a condominium containing fewer than seven (7) units:**

Pursuant to Section 11-135(b) of the Maryland Condominium Act, the undersigned unit owner(s)/Seller(s) make(s) the following statements:

\_\_\_\_\_ I/We have incurred \$ \_\_\_\_\_ as my/our expenses during the preceding twelve (12) months relating to the common elements. (Total payments made to or on behalf of Condominium Association.)

Nicholas Hamaty  
 Seller **Nicholas Hamaty**

11-9-11  
 Date

Joyce Hamaty  
 Seller **Joyce Hamaty**

11/9/11  
 Date

2. **ACKNOWLEDGEMENT OF RECEIPT OF INFORMATION BY BUYER:**

**For resale by a unit owner, other than a developer, of a unit in a condominium containing seven (7) or more units:**

The undersigned Buyer(s) hereby acknowledge(s) receipt of the following items on the date indicated below, as required by Section 11-135 of the Maryland Condominium Act:

- A. A copy of the Declaration/Master Deed (other than the plats)
- B. A copy of the Bylaws
- C. A copy of the Rules and Regulations of the Condominium
- D. A Certificate from the Council of Unit Owners which includes:
  - 1) 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 owner other than any restraint created by the unit owner;
  - 2) A statement setting forth 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;
  - 3) A statement of any other fees payable by the unit owners to the Council of Unit Owners; reflected in the current operating budget disclosed under subparagraph (f) below;
  - 4) The most recent regularly prepared balance sheet and income expense and statement, if any, of the condominium;
  - 5) A statement of any capital expenditures approved by the Council of Unit Owners planned at the time of the conveyance which are not reflected in the current operating budget disclosed under subparagraph (6) below;
  - 6) The current operating budget of the condominium including details concerning the reserve fund for repairs and replacements and its intended use, or a statement that there is no reserve fund;
  - 7) A statement of any judgments against the condominium and the existence of any pending suits to which the Council of Unit Owners is a party;
  - 8) A statement generally describing any insurance policies provided for the benefit of unit owners, a notice that copies of the policies are available for inspection stating the location at which the copies are available, and a notice that the terms of the policy prevail over the description;
  - 9) A statement as to whether the Council of Unit Owners has knowledge that any alteration or improvement to the unit or to the limited common elements assigned to the unit violates any provision of the Declaration, Bylaws or Rules or Regulations;
  - 10) A statement as to whether the Council of Unit Owners has knowledge of any violation of the health or building codes with respect to the unit, the limited common elements assigned to the unit or any other portion of the condominium;
  - 11) A statement of the remaining term of any leasehold estate affecting the condominium and the provisions governing any extension or renewal thereof, and
  - 12) 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 a part of the common elements.
- E. A statement by the unit owner as to whether the unit owner has knowledge:
  - 1) 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 or Regulations.
  - 2) Of any violation of the health or building codes with respect to the unit or the limited common elements assigned to the unit.
  - 3) That the unit is subject to an extended lease under Section 11-137 of the Maryland Condominium Act or under local law, (An extended lease under Section 11-137 is a lease for up to three (3) years which was entered into with a qualified household containing either a senior citizen or a handicapped citizen when the rental property was converted to a condominium.)

©2009 The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.

Previous editions of this Form should be destroyed.

F. A copy of any extended lease under Section 11-137 of the Maryland Condominium Act or under local law of which the unit owner has knowledge.

G. A written notice of the unit owner's responsibility for the council of unit owners' property insurance deductible and the amount of the deductible.

- OR -

**For resale by a unit owner, other than a developer, of a unit in a condominium containing fewer than seven (7) units:**

The undersigned Buyer(s) hereby acknowledge(s) receipt of the following items on the date indicated below, as required by Section 11-135 of the Maryland Condominium Act:

- 1) A COPY OF THE DECLARATION (OTHER THAN THE PLATS);
- 2) A COPY OF THE BY-LAWS;
- 3) A COPY OF THE RULES AND REGULATIONS OF THE CONDOMINIUM; AND
- 4) A STATEMENT BY THE SELLER OF HIS EXPENSES RELATING TO THE COMMON ELEMENTS DURING THE PRECEDING 12 MONTHS.
- 5) A WRITTEN NOTICE OF THE UNIT OWNERS RESPONSIBILITY FOR THE COUNCIL OF UNIT OWNERS' PROPERTY INSURANCE DEDUCTIBLE AND THE AMOUNT OF THE DEDUCTIBLE.

**3. RIGHT TO CANCEL: THE BUYER WILL HAVE THE RIGHT TO CANCEL THIS CONTRACT WITHOUT PENALTY, AT ANY TIME WITHIN 7 DAYS FOLLOWING DELIVERY TO THE BUYER OF ALL THIS INFORMATION. HOWEVER, ONCE THE SALE IS CLOSED, THE BUYER'S RIGHT TO CANCEL THIS CONTRACT IS TERMINATED.**

**Buyer hereby acknowledges receipt of the foregoing disclosures and copies of all documents described in Section 3 hereof.**

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

©2009 The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.

Previous editions of this Form should be destroyed.

GCAAR FORM # 922 - MC - Sellers Statement and Buyer Receipt of Condo documents  
(Formerly #1304D and 1304A)

Page 3 of 3

6/2009

14200 Lighthouse



## Condominium Resale Addendum for Maryland

(For use with either the Maryland Association of REALTORS® (MAR) Residential Contract of Sale or the Regional Sales Contract)

The Contract of Sale dated \_\_\_\_\_, Address 14200 Lighthouse Avenue B-201  
City Ocean City, State MD Zip 21842 Lot: \_\_\_\_\_ Block/Square: \_\_\_\_\_  
Unit: \_\_\_\_\_ Section: \_\_\_\_\_ Tax ID # 2410304296 Parking Space(s) # \_\_\_\_\_  
Storage Unit(s) # \_\_\_\_\_ Subdivision/Project: \_\_\_\_\_  
between Seller Nicholas Hamaty, Joyce Hamaty and  
Buyer \_\_\_\_\_ is hereby amended by the  
incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

**1. CONDITION OF THE PROPERTY AND POSSESSION/EQUIPMENT, MAINTENANCE AND CONDITION:**

Paragraph is amended to provide that the Seller's warranty applies only to appliances, systems, equipment and detectors that are not the responsibility of the Unit Owners' Association to maintain.

**2. DEED AND TITLE/TITLE:** Paragraph is amended to include the agreement of the Buyer to take title subject to commonly acceptable easements, covenants, conditions and restrictions of record contained in Condominium instruments, and the right of other Unit owners in the Common Elements and the operation of the Condominium.

**3. ASSESSMENTS:** Buyer agrees to pay such monthly and/or other assessments as the Board of Directors or Association of the Condominium may from time to time assess against the Unit for the payment of operating and maintenance or other proper charges. Said monthly assessments as of the date hereof amount respectively to:

**A. Monthly Condominium Fee:** Buyer is hereby advised and acknowledges that the present condominium fee for the subject unit and parking space or storage unit, if applicable, is \$ \$200 per month.

**B. Special Assessments (if any):** In addition to the monthly fee above, the Buyer hereby acknowledges the following existing or levied but not yet collected special assessments:

- 1) Reason for Assessment: \_\_\_\_\_
- 2) Payment Schedule: \$ \_\_\_\_\_ per \_\_\_\_\_
- 3) Number of payments remaining as of \_\_\_\_\_ (Date)

**Total Special Assessment balance remaining:** \$ \_\_\_\_\_

The  Seller agrees to pay at the time of settlement OR  Buyer agrees to assume any existing or levied but not yet collected special assessments.

©2009 The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of The Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.

Previous editions of this Form should be destroyed.

**4. NOTICE (APPLIES ONLY TO A CONDOMINIUM WITH 7 OR MORE UNITS):**

The following notice is applicable only to the resale by a unit owner, other than a developer, of a residential unit in a condominium containing 7 or more units.

THE SELLER IS REQUIRED BY LAW TO FURNISH TO THE BUYER NOT LATER THAN FIFTEEN (15) DAYS PRIOR TO CLOSING THE CERTAIN INFORMATION CONCERNING THE CONDOMINIUM WHICH IS DESCRIBED IN § 11-135 OF THE MARYLAND CONDOMINIUM ACT. THIS INFORMATION MUST INCLUDE AT LEAST THE FOLLOWING:

- (I) A COPY OF THE DECLARATION (OTHER THAN THE PLATS);**
- (II) A COPY OF THE BY-LAWS;**
- (III) A COPY OF THE RULES AND REGULATIONS OF THE CONDOMINIUM;**
- (IV) A CERTIFICATE CONTAINING;**

1. 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;

2. 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;

3. A STATEMENT OF ANY OTHER FEES PAYABLE BY THE UNIT OWNER TO THE COUNCIL OF UNIT OWNERS;

4. A STATEMENT OF ANY CAPITAL EXPENDITURES APPROVED BY THE COUNCIL OF UNIT OWNERS OR ITS AUTHORIZED DESIGNEE PLANNED AT THE TIME OF CONVEYANCE WHICH ARE NOT REFLECTED IN THE CURRENT OPERATING BUDGET INCLUDED IN THE CERTIFICATE;

5. THE MOST RECENTLY PREPARED BALANCE SHEET AND INCOME AND EXPENSE STATEMENT, IF ANY, OF THE CONDOMINIUM;

6. THE CURRENT OPERATING BUDGET OF THE CONDOMINIUM, INCLUDING DETAILS CONCERNING THE AMOUNT OF THE RESERVE FUND FOR REPAIR AND REPLACEMENT AND ITS INTENDED USE, OR A STATEMENT THAT THERE IS NO RESERVE FUND;

7. A STATEMENT OF ANY JUDGMENTS AGAINST THE CONDOMINIUM AND THE EXISTENCE OF ANY PENDING SUITS TO WHICH THE COUNCIL OF UNIT OWNERS IS A PARTY;

8. A STATEMENT GENERALLY DESCRIBING INSURANCE POLICIES PROVIDED FOR THE BENEFIT OF THE 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;

9. A STATEMENT AS TO WHETHER THE COUNCIL OF UNIT OWNERS HAS KNOWLEDGE THAT ANY ALTERATION OR IMPROVEMENT TO THE UNIT OR TO THE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT VIOLATES ANY PROVISION OF THE DECLARATION, BY-LAWS, OR RULES OR REGULATIONS;

10. A STATEMENT AS TO WHETHER THE COUNCIL OF UNIT OWNERS HAS KNOWLEDGE OF ANY VIOLATION OF THE HEALTH OR BUILDING CODES WITH RESPECT TO THE UNIT, THE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT, OR ANY OTHER PORTION OF THE CONDOMINIUM;

11. A STATEMENT OF THE REMAINING TERM OF ANY LEASEHOLD ESTATE AFFECTING THE CONDOMINIUM AND THE PROVISIONS GOVERNING ANY EXTENSION OR RENEWAL OF IT; AND

12. 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 A PART OF THE COMMON ELEMENTS; AND

**(V) A STATEMENT BY THE UNIT OWNER AS TO WHETHER THE UNIT OWNER HAS KNOWLEDGE:**

1. THAT ANY ALTERATION TO THE UNIT OR TO THE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT VIOLATES ANY PROVISION OF THE DECLARATION, BY-LAWS, OR RULES AND REGULATIONS;

2. OF ANY VIOLATION OF THE HEALTH OR BUILDING CODES WITH RESPECT TO THE UNIT OR THE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT;

3. THAT THE UNIT IS SUBJECT TO AN EXTENDED LEASE UNDER § 11-137 OF THIS TITLE OR UNDER LOCAL LAW, AND IF SO, A COPY OF THE LEASE MUST BE PROVIDED.

©2009 The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of The Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.

Previous editions of this Form should be destroyed.





**Authorization and Agreement to Negotiate Contract/Lease  
and Conduct Transaction Electronically**

The Contract of Sale/Lease dated \_\_\_\_\_, Address 14200 Lighthouse Avenue  
B-201,  
 City Ocean City, State MD Zip 21842  
 between Seller/Landlord Nicholas Hamaty, Joyce Hamaty  
 and Buyer/Tenant \_\_\_\_\_ is  
 hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in  
 the Contract or Lease.

In accordance with the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act, or "E-Sign" ("The Act"), and other applicable state or local legislation regarding Electronic Signatures and Transactions, **the undersigned do hereby expressly authorize and agree to the use of electronic signatures ("E-Sigs") as an additional method of signing and/or initialing this Contract/Lease.**

In the event a third party to the transaction contemplated by this Contract or Lease (Lender, Title Insurer, Hazard Insurance Company, etc.) requires that the Agreement be executed with handwritten signature(s), the parties mutually agree to re-execute the documents comprising the Contract or Lease with handwritten signatures in a timely manner. The Buyer and Seller are advised to confirm the acceptance of the use of E-Sigs with third parties in advance.

In order to assure the authentication of their electronic signatures, to demonstrate the parties intent, and to provide for auditable proof of the signature(s) to assure their non-repudiation, the parties hereby agree that either party may sign electronically by utilizing the following Digital Signature Service: \_\_\_\_\_

Nicholas Hamaty      11-7-11  
 Seller/Landlord      Date  
**Nicholas Hamaty**

\_\_\_\_\_  
 Buyer/Tenant      Date

Joyce Hamaty      11/7/11  
 Seller/Landlord      Date  
**Joyce Hamaty**

\_\_\_\_\_  
 Buyer/Tenant      Date

©2010, The Greater Capital Area Association of REALTORS®, Inc.  
 This recommended form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.  
 Previous editions of those forms should be destroyed.