

Welcome To

62 Bay Circle
Bay View Estates



Just in time for summer! Welcome to this spacious 4 bedroom, 2 bath Split level home in the serene community of Bay View Estates in Earleville, MD. This charming home sits on a 1.36 acre double lot and offers plenty of room for comfortable living. Enjoy the awesome water views of the Chesapeake Bay from the bay window in the living room, creating a peaceful atmosphere within the home. The interior boasts 4 spacious bedrooms, 2 full baths, eat-in kitchen with luxury vinyl plank flooring, double sink, island, pantry and slider to rear deck and yard, perfect for entertaining guests. The lower level has a finished room which could be a 4th bedroom or den/office. Remainder of the basement with outside entrance is ready for finishing. Recent updates include HVAC (2021), roof (2012), vinyl siding and front door plus a newer shed. Step outside to find an inviting deck for outdoor relaxation and entertaining. This home offers plenty of parking with a circular driveway, that will accommodate up to 8 cars. Community boat ramp and pier are available for your use. All appliances are included! Easy to show so don't miss out on the opportunity to own this lovely home with water views and water access



Team Landon
Patterson-Schwartz Real Estate

Patterson-Schwartz Real Estate
Nancy Husfelt-Price

Team Landon
302-218-4192 direct
302-733-7000 office
nhusfeltprice@gmail.com
landon.psre.com





62 Bay Circle, Earleville, MD, 21919

Coming Soon **\$450,000**



MLS #: MDCC2012870
 Type: Residential
 Struct Type: Detached
 Style: Split Level
 Lvl/Story: 2
 Ownership: Fee Simple
 Garage: No

Beds: 4
 Baths: 2 / 0
 YearBuilt: 1988 / Estimated
 NewConstr: No
 Basement: Yes
 Central Air: Yes

LOCATION

County: CECIL School District: Cecil County Public Schools
 MLS Area: Cecil County (42700) High School: Bohemia Manor
 Subdiv/Neigh: Bay View Estates Middle School: Bohemia Manor
 In City Limits: N Elementary School: Cecilton

WATERFRONT / WATER ACCESS

Waterfront: No **Water Access:** Yes, Boat - Powered, Canoe/Kayak, Personal Watercraft (PWC), Private Access, Swimming Allowed, Waterski/Wakeboard **NavigableWater:** Yes **Docks:** 1 **CommunityDocks:** 1 **Dock Type:** Pier (Perpendicular), Private **Slips:** 0
WaterBodyName: Chesapeake Bay **WaterBodyType:** Bay

ASSOCIATION / COMMUNITY INFO

Senior Community: No **HOA:** Yes **HOA Fee:** \$30 / Monthly **Condo/Coop:** No **Assoc Fee Incl:** Common Area Maintenance **Assoc Amenities:** Common Grounds

TAXES AND ASSESSMENT

Tax ID#: 08-01050648 **Tax Annual/Year:** \$2,652 / 2023 **Tax Assessment:** \$231,833

ROOMS

				BED	BATH
Living Room:	Main	19 x 14	Ceiling Fan(s), Flooring - Carpet	Main: 3	2 full
Kitchen:	Main	25 x 14	Flooring - Luxury Vinyl Plank, Pantry	Lower 1: 1	
Primary Bedroom:	Main	13 x 15	Flooring - Carpet		
Bedroom 2:	Main	11 x 10	Ceiling Fan(s), Flooring - Carpet		
Bedroom 3:	Main	15 x 13	Flooring - Carpet		
Bedroom 4:	Lower 1	12 x 15	Flooring - Carpet		

BUILDING INFORMATION

AboveGrFinSF: 1,456 / Assessor **BelowGrFinSF:** 180 / Estimated **BelowGrFinSF:** 180 / Estimated **Total Finished SF:** 1,636 / **Total SF:** 1,636 / **Foundation:** Block **Basement:** Outside Entrance, Partially Finished, Walkout Level **Constr Materials:** Vinyl Siding **Flooring Type:** Carpet, Luxury Vinyl Plank, Tile/Brick

LOT AND PARKING

Lot Acres/SQFT: 1.36a / 59,459sf / Estimated **Zoning:** RR **Federal Flood Zone:** No **Lot Features:** Backs to Trees **Parking:** Driveway | Paved Parking | Driveway Spaces: 5

INTERIOR FEATURES

Carpet, Ceiling Fan(s), Combination Kitchen/Dining, Kitchen - Eat-In, Kitchen - Table Space, Pantry | No fireplace | Dishwasher, Dryer, Oven/Range - Electric, Refrigerator, Washer, Water Heater | **Laundry:** Basement | **Accessibility Features:** None

EXTERIOR FEATURES

Exterior Lighting, Outbuilding(s) | **Patio/Porch:** Deck(s)

UTILITIES

Cooling: Central A/C, Heat Pump(s), Electric | *Heating:* Heat Pump - Electric BackUp, Electric | *Electric:* Circuit Breakers | *Hot Water:* Electric | *Water Source:* Public | *Sewer:* On Site Septic

REMARKS

Expected On Market Date: May 14, 2024

Public: Just in time for summer! Welcome to this spacious 4 bedroom, 2 bath Split level home in the serene community of Bay View Estates in Earleville, MD. This charming home sits on a 1.36 acre double lot and offers plenty of room for comfortable living. Enjoy the awesome water views of the Chesapeake Bay from the bay window in the living room, creating a peaceful atmosphere within the home. The interior boasts 4 spacious bedrooms, 2 full baths, eat-in kitchen with luxury vinyl plank flooring, double sink, island, pantry and slider to rear deck and yard, perfect for entertaining guests. The lower level has a finished room which could be a 4th bedroom or den/office. Remainder of the basement with outside entrance is ready for finishing. Recent updates include HVAC (2021), roof (2012), vinyl siding and front door plus a newer shed. Step outside to find an inviting deck for outdoor relaxation and entertaining. This home offers plenty of parking with a circular driveway, that will accommodate up to 8 cars. Community boat ramp and pier are available for your use. All appliances are included! Easy to show so don't miss out on the opportunity to own this lovely home with water views and water access. Schedule your showing today!

Inclusions: Refrigerator, Washer, Dryer and Shed

Exclusions: Basement Refrigerator



Team Landon

Office: 302-733-7000

Fax: 302-733-7046

For More Information Contact:

Nancy Husfelt-Price

Direct: 302-218-4192

Cell: 302-218-4192

e-mail: nprice@psre.com

Information set forth is deemed reliable, but there is no guarantee as to its accuracy and no warranties are made.

Printed on 5/10/2024 by Nancy Husfelt-Price



62 Bay Circle



Foyer



Living Room



Kitchen



Kitchen



Kitchen



Kitchen Eating Area



Primary Bedroom



Primary Bath



Bedroom



Bedroom



Bedroom

Information set forth is deemed reliable, but there is no guarantee as to its accuracy and no warranties are made.

Printed on 5/10/2024 by Nancy Husfelt-Price



Hall Bath with Jetted Tub



5th Bedroom/Office



Unfinished Basement with Outside Entrance



Rear Deck overlooking the yard



Yard



Shed

Information set forth is deemed reliable, but there is no guarantee as to its accuracy and no warranties are made.

Printed on 5/10/2024 by Nancy Husfelt-Price



DISCLOSURE OF INCLUSIONS/EXCLUSIONS, LEASED ITEMS, AND UTILITIES ADDENDUM

UPON EXECUTION BY BUYER AND SELLER, THIS DOCUMENT WILL BECOME AN ADDENDUM TO THE CONTRACT OF SALE
SELLER'S DISCLOSURE made on _____, * ADDENDUM to Contract of Sale dated _____
between Buyer Patricia Kline
and Seller Patterson-Schwartz-Newark
for Property known as 62 Bay Circle, Earleville, MD 21919

1. INCLUSIONS/EXCLUSIONS. Included in the purchase price are all permanently attached fixtures, including all smoke detectors (and, carbon monoxide detectors, as applicable). Certain other **now existing items** which may be considered personal property, whether installed or stored upon the property, **are included if box below is checked.**

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Alarm System | <input checked="" type="checkbox"/> Exist. W/W Carpet | <input type="checkbox"/> Playground Equipment | <input type="checkbox"/> TV Antenna |
| <input checked="" type="checkbox"/> Ceiling Fan(s) # <u>3</u> | <input type="checkbox"/> Fireplace Screens/Doors | <input type="checkbox"/> Pool, Equipment & Cover | <input type="checkbox"/> Trash Compactor |
| <input type="checkbox"/> Central Vacuum | <input type="checkbox"/> Fireplace Equipment | <input checked="" type="checkbox"/> Refrigerator(s) # <u>1</u> | <input type="checkbox"/> Wall Mount TV Brackets |
| <input checked="" type="checkbox"/> Clothes Dryer | <input type="checkbox"/> Freezer | <input type="checkbox"/> w/ Ice Maker(s) # _____ | <input type="checkbox"/> Wall Oven(s) # _____ |
| <input checked="" type="checkbox"/> Clothes Washer | <input type="checkbox"/> Furnace Humidifier | <input checked="" type="checkbox"/> Satellite Dish | <input type="checkbox"/> Water Filter |
| <input type="checkbox"/> Cooktop | <input type="checkbox"/> Garage Opener(s) # _____ | <input type="checkbox"/> Screens | <input type="checkbox"/> Water Softener |
| <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> Garage remote(s) # _____ | <input checked="" type="checkbox"/> Shades/Blinds | <input type="checkbox"/> Window A/C Unit(s) # _____ |
| <input checked="" type="checkbox"/> Drapery/Curtain Rods | <input type="checkbox"/> Garbage Disposal | <input checked="" type="checkbox"/> Storage Shed(s) # _____ | <input type="checkbox"/> Window Fan(s) # _____ |
| <input checked="" type="checkbox"/> Draperies/Curtains | <input type="checkbox"/> Hot Tub, Equipment & Cover | <input type="checkbox"/> Storm Doors | <input type="checkbox"/> Wood Stove |
| <input type="checkbox"/> Electronic Air Filter | <input type="checkbox"/> Intercom | <input type="checkbox"/> Storm Windows | |
| <input checked="" type="checkbox"/> Exhaust Fan(s) # _____ | <input checked="" type="checkbox"/> Microwave | <input checked="" type="checkbox"/> Stove or Range | |

ADDITIONAL INCLUSIONS (SPECIFY): _____

ADDITIONAL EXCLUSIONS (SPECIFY): _____

2. LEASED ITEM(S) INCLUDED:

- | | |
|---|--------------------------------------|
| <input type="checkbox"/> Fuel Tank(s) | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Solar Panels | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Alarm System | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Water Treatment System | <input type="checkbox"/> Other _____ |

ADDITIONAL TERMS AND/OR INFORMATION REGARDING LEASED ITEM(S): _____

3. UTILITIES, WATER, SEWAGE, HEATING, AND AIR CONDITIONING (check all that apply):

- | | | | | |
|------------------|--|--|--------------------------------------|---|
| Water Supply | <input checked="" type="checkbox"/> Public | <input type="checkbox"/> Well | | |
| Sewage Disposal | <input type="checkbox"/> Public | <input checked="" type="checkbox"/> Septic | <input type="checkbox"/> Other _____ | |
| Heating | <input type="checkbox"/> Gas | <input checked="" type="checkbox"/> Electric | <input type="checkbox"/> Oil | <input checked="" type="checkbox"/> Heat Pump |
| Hot Water | <input type="checkbox"/> Gas | <input checked="" type="checkbox"/> Electric | <input type="checkbox"/> Oil | <input type="checkbox"/> Other _____ |
| Air Conditioning | <input type="checkbox"/> Gas | <input checked="" type="checkbox"/> Electric | <input type="checkbox"/> Oil | <input type="checkbox"/> Other _____ |

Utility Service Providers: _____

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

Buyer Signature _____ Date _____

Patricia Kline 5/10/24
Seller Signature _____ Date _____

Buyer Signature _____ Date _____

Seller Signature _____ Date _____



MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 62 Bay Circle, Earleville, MD 21919

Legal Description: Lots 73 & 74 - 1.365 Ac - 62 Bay Circle - Bayview Estates

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, *Annotated Code of Maryland*, requires the seller of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the seller 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 seller. 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 seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller 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 SELLERS: 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 Sellers and is based upon the actual knowledge of Sellers as of the date noted. Disclosure by the Sellers 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 Sellers as to the condition of the property of which the Sellers have no knowledge or other conditions of which the Sellers have no actual knowledge.

How long have you owned the property? 13 years

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

Water Supply	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Well	<input type="checkbox"/> Other _____
Sewage Disposal	<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Septic System approved for _____ (# bedrooms)	Other Type _____
Garbage Disposal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Dishwasher	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Heating	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric
Hot Water	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric Capacity _____ Age _____
			<input type="checkbox"/> Heat Pump Age _____ <input type="checkbox"/> Other _____
			<input type="checkbox"/> Heat Pump Age _____ <input type="checkbox"/> 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: crack in basement floor near ramp - hasn't changed since moving in

3. Roof: Any leaks or evidence of moisture? Yes No Unknown
 Type of Roof: shingle Age 12 yrs

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: new HVAC 2021

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 2021 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? walls in parts of bsmt
 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: windows are original - ~~some~~ some need replacing/repair. Also during
extreme wind blowing - extreme wind blowing rain, front door leaks slightly.

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

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

Seller(s) Patricia Date 5/10/24

Seller(s) _____ 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 SELLER(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 seller(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 seller(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.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller 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.

Does the seller(s) have actual knowledge of any latent defects? Yes No If yes, specify:

Seller _____ Date _____

Seller _____ 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 _____



DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Property Address: 62 Bay Circle, Earleville, MD 21919

SELLER/LANDLORD REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (SELLER/LANDLORD TO INITIAL APPLICABLE LINE): ___/___ housing was constructed prior to 1978 OR ___/___ date of construction is uncertain.

FEDERAL LEAD WARNING STATEMENT: A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly.

Seller's/Landlord's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):
(i) ___/___ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(i) [Signature] Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- (b) Records and reports available to the seller (initial (i) or (ii) below):

(i) ___/___ Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(i) [Signature] Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's/Tenant's Acknowledgment (initial)

- (c) ___/___ Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.
(d) ___/___ Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home.

(e) Buyer has (initial (i) or (ii) below):

- (i) ___/___ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
(ii) ___/___ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) [Signature] Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is accurate.

[Signature] 5/10/2024
Date

Buyer/Tenant Date

Seller/Landlord Date
DocuSigned by: Nancy Husfelt-Price 5/10/2024

Buyer/Tenant Date

it Date

Buyer's/Tenant's Agent Date





CONSERVATION EASEMENT(S) ADDENDUM TO LISTING AGREEMENT



PROPERTY ADDRESS: 62 Bay Circle, Earleville, MD 21919

SELLER: Patricia Kline / _____

A. Seller is advised and acknowledges that if the Property is encumbered by one or more conservation easement(s) or other restrictions limiting or affecting uses of the Property and owned by the Maryland Environmental Trust, the Maryland Historical Trust, the Maryland Agricultural Land Preservation Foundation, the Maryland Department of Natural Resources, or a Land Trust (the "Conservation Easement(s)"), Maryland law requires that Seller deliver to the Buyer copies of all Conservation Easement(s) on or before the day the Contract of Sale is entered into, or within 20 calendar days after entering into the Contract of Sale. The Buyer shall have the right to rescind the Contract of Sale if Seller shall fail to deliver to the Buyer copies of all Conservation Easement(s) on or before the day the Contract of Sale is entered into or within 20 calendar days after entering into the Contract of Sale.

B. Seller hereby represents to Broker, and upon which representation Broker is entitled to rely; that: *(Seller to initial applicable provision)*

1. The Property **IS NOT** subject to one or more Conservation Easement(s) or other restrictions limiting or affecting uses of the Property; **OR**

_____ 2. The Property **IS** subject to one or more Conservation Easement(s) or other restrictions limiting or affecting uses of the Property, as follows: *(Seller to check applicable Conservation Easement(s))*

- _____ Maryland Environmental Trust
- _____ Maryland Historical Trust
- _____ Maryland Agricultural Land Preservation Trust
- _____ Maryland Department of Natural Resources
- _____ Land Trust

If paragraph B., above, is initialed by Seller, Seller ___ has **OR** x has not provided a copy of said Conservation Easement(s) to Broker and Seller acknowledges that it is Seller's sole obligation to obtain and deliver copies of all such Conservation Easement(s) to Buyer on or before the day a Contract of Sale is entered into or within 20 days after entering into a Contract of Sale.

DocuSigned by: 5/10/2024
_____ Date Buyer _____ Date

_____ Seller _____ Date Buyer _____ Date

ADDENDUM TO CONTRACT OF SALE HAZARDOUS WASTE SITES - CECIL COUNTY, MARYLAND

ADDENDUM to Contract of Sale (“the Contract”), by and between

SELLER(S): Patricia Kline

BUYER(S): _____

PROPERTY: 62 Bay Circle, Earleville, MD 21919

THE PURPOSE OF THIS ADDENDUM IS TO NOTIFY BUYERS THAT THERE ARE HAZARDOUS WASTE SITES IN CECIL COUNTY, AS THERE ARE IN MOST COUNTIES. THIS IS NOT INTENDED TO IMPLY THAT THE PROPERTY BEING PURCHASED BY BUYERS IS OR IS NOT IN CLOSE PROXIMITY TO ANY SUCH HAZARDOUS WASTE SITE. IT IS BUYERS’ DUTY TO INVESTIGATE SUCH MATTER TO BUYERS’ SATISFACTION.

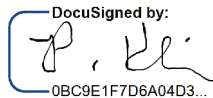
1. **Notice to Buyer.** The United States Environmental Protection Agency (“EPA”) and the Maryland Department of the Environment (“MDE”) have identified properties in Cecil County, Maryland, that have been impacted by materials that are hazardous to human health (“Sites”). One or more of such Sites may be in close proximity to the Property. Information regarding the Sites may be obtained from EPA and MDE at the following websites: www.epa.gov and www.mde.state.md.us.
2. **Acknowledgment by Buyers.** Buyers understand that the Property may or may not be in close proximity to one or more of the Sites, and that the proximity of the Property to any of the Sites could affect the Property and the health and safety of the occupants of the Property.
3. **Investigation by Buyers.** Buyers represent that Buyers have either i.) investigated the Property as to its proximity to any of the Sites and are satisfied that such Sites do not adversely affect the Property or pose a hazard to the health and safety of future occupants of the Property, OR, ii) executed a separate addendum to the Contract to make the Contract and Buyers’ obligations under the Contract expressly contingent upon such investigation by Buyers.
4. **Acceptance by Buyers.** Buyers expressly assume the risk of any hazards resulting from the proximity of the Property to one or more of the Sites.
5. **Release of Liability.** Buyers hereby release and discharge Sellers and all real estate brokers, real estate agents, loan officers and lenders involved in the transaction from any and all liabilities, claims and legal actions, known or unknown, now or hereafter arising, related to the proximity of the Property to any of the Sites.

Buyer

Date

Buyer

Date

DocuSigned by:

0BC9E1F7D6A04D3...

5/10/2024

Date

Seller

Date



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

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

ADDENDUM DATED _____ TO CONTRACT OF SALE
BUYER(S): _____
SELLER(S): Patricia Kline
PROPERTY: 62 Bay Circle, Earleville, MD 21919

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

(1). The lot which is the subject of the contract of sale is located within the development known as Bay View Estates

(2). (i). The current monthly fees or assessments imposed by the homeowners association upon the lot are \$ 30 per month payable on a BayView Estates basis.

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

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

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


DS pk The name, address, and telephone number of the management agent of the homeowners association, or other officer or agent authorized by the homeowners association to provide to members of the public, information regarding the homeowners association and the development is: Dave
Name: _____
Address: Heacock
Telephone: 6102752933

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

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


_____ (i). Seller has actual knowledge of: (Seller to initial all which apply)
_____ A. The existence of any unsatisfied judgments or pending lawsuits against the homeowners association: if (A) is initialed, explain: _____
_____ B. Any pending claims, covenant violations actions, or notices of default against the lot. If (B) is initialed, explain: _____



^{DS}



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

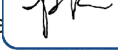
- (5). (i). Attached are copies of the following documents relating to the development and the homeowners association to which the Buyer shall become obligated upon becoming the owner of the lot: (Seller to initial all applicable items.)

^{DS}


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

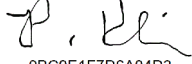
- (ii). Obligations contained in the attached copies of documents: (Seller to initial any applicable provision.)

A. Are  or Are Not _____ enforceable against an owner;

B. Are  or Are Not _____ enforceable against the owner's tenants.

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

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

DocuSigned by:

0BC9E1F7D6A04D3...

5/10/2024

Date

Seller

Date

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

Buyer

Date

Buyer

Date



**MARYLAND HOMEOWNERS ASSOCIATION ACT
NOTICE TO BUYER**

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

ADDENDUM DATED _____ TO CONTRACT OF SALE
BUYER(S): _____
SELLER(S): *Patricia Kline*
PROPERTY: *62 Bay Circle, Earleville, MD 21919*

The following notice applies to members of the public who intend to occupy or rent a lot for residential purposes. Under the Maryland Homeowners Association Act (Act”), "lot" means any plot or parcel of land on which a dwelling is located or will be located within a development.

This sale is subject to the requirements of the Maryland Homeowners Association Act (“the Act”). The Act requires that the seller disclose to you, at or before the time the contract is entered into, or within 20 calendar days of entering into the contract, certain information concerning the development in which the lot you are purchasing is located. The content of the information to be disclosed is set forth in Section 11B-106(b) of the Act (“the MHAA information”) as follows:

(1). A statement as to whether the lot is located within a development;

(2). Fees:

(i). The current monthly fees or assessments imposed by the homeowners association upon the lot;

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

(iii). A statement of whether any of the fees, assessments, or other charges against the lot are delinquent;

(3). The name, address, and telephone number of the management agent of the homeowners association, or other officer or agent authorized by the homeowners association to provide to members of the public, information regarding the homeowners association and the development, or a statement that no agent or officer is presently so authorized by the homeowners association;

(4). A statement as to whether the owner has actual knowledge of:

(i). The existence of any unsatisfied judgments or pending lawsuits against the homeowners association; and

(ii). Any pending claims, covenant violations actions, or notices of default against the lot; and



(5). A copy of:

(i). The articles of incorporation, the declaration, and all recorded covenants and restrictions of the primary development, and of other related developments to the extent reasonably available, to which the buyer shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner's tenants, if applicable; and

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

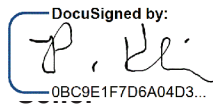
If you have not received all of the MHAA information 5 calendar days or more before entering into the contract, you have 5 calendar days to cancel the Contract after receiving all of the MHAA information. You must cancel the contract in writing, but you do not have to state a reason. The seller must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

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

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

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

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

			5/10/2024
Buyer	Date		Date
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 _____ to the Contract of Sale
between Buyer _____
and Seller Patricia Kline
for Property known as 62 Bay Circle, Earleville, MD 21919.

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.

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.

	Date	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> <small>0BC9E1F7D6A04D3...</small> </div>	5/10/2024 Date
Buyer's Signature		Seller's Signature	Date
	Date	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> <small>99F68C2D68F44C3...</small> </div>	5/10/2024 Date
Buyer's Signature		Agent's Signature	Date
	Date		



STATE OF MARYLAND
REAL ESTATE COMMISSION

Consent for Dual Agency

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

When Dual Agency May Occur

The possibility of Dual Agency arises when:

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

Important Considerations Before Making a Decision About Dual Agency

A broker or 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 buyer has previously signed Consent for Dual Agency, the buyer must **affirm** the buyer's consent for the purchase of a particular property before an offer to purchase is presented to the seller. If the seller has previously signed Consent for Dual Agency, the seller must **affirm** the seller's consent for the sale of the property to a particular buyer before accepting an offer to purchase the property. The **affirmation** is contained on Page 2 of this form.

Your Choices Concerning Dual Agency

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

1. **Consent in writing to dual agency.** If all parties consent in writing, the real estate broker or the broker's designee (the "dual agent") shall assign one real estate agent affiliated with the broker to represent the seller (the seller's "intra-company agent") and another agent affiliated with the broker to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategy.
2. **Refuse to consent to dual agency.** If either party refuses to consent in writing to dual agency, the real estate broker must terminate the brokerage relationship for that particular property with the buyer, the seller, or both. If the seller'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; *
- 2) That the seller would accept a lower price or other terms;
- 3) That the buyer would accept a higher price or other terms;
- 4) The reasons why a party wants to sell or buy, or that a party needs to sell or buy quickly; or
- 5) Anything that relates to the negotiating strategy of a party.

* **Dual agents and intra-company agents must disclose material facts about a property to all parties.**

How Dual Agents Are Paid

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.

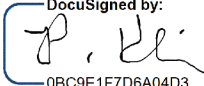
Consent for Dual Agency

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

Patterson-Schwartz-Newark act as a Dual Agent for me as the
(Firm Name)

Seller in the sale of the property at: 62 Bay Circle, Earleville, MD 21919.

Buyer in the purchase of a property listed for sale with the above-referenced broker.

DocuSigned by:
 5/10/2024
0BC9E1F7D6A04D3... 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:

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)

Signature Date Signature Date