

**CONTRACT OF SALE**

Garrett County, Maryland, \_\_\_\_\_

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I \_\_\_\_\_  
("Purchaser") have this day purchased at Public Auction for the price of \$ \_\_\_\_\_  
(the "Purchase Price") (Purchase Price includes a 10% Buyer's Premium) the property  
known as Lot 1-J on the Plat of Misty Meadows at Waterfront Greens, recorded in Plat  
Case DKM File 2, Page 129, Tax ID 1218077183, Deed Liber KLG 2393, page 394,  
Swanton, Garrett County, Maryland 21561 (the "Property"), in Fee Simple, From  
\_\_\_\_\_ ("Seller"), of which a deposit of \_\_\_\_\_ (the  
"Deposit") has been paid.

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In consideration of the mutual promises and agreements set forth in this Contract of Sale and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Purchaser and Seller agree as follows:

Auctioneer shall hold the Deposit in Auctioneer's auction escrow account pursuant to the terms of this Contract of Sale. The balance of the Purchase Price shall be paid in cash at settlement, which shall take place within 45 days from the date of this Contract of Sale (the "Closing"). The Deposit shall be non-refundable to Purchaser except as expressly provided in this Contract of Sale. If payment of the Deposit or balance of the Purchase Price does not take place within the specified time, the Deposit shall be forfeited and the Property may be resold at the risk and expense of the Purchaser. Interest shall be charged on any portion of the unpaid Purchase Price, at the rate of 12% per annum from the date of this Contract of Sale to the Closing. If applicable law requires a lower rate of interest, such lower rate shall be used. If the Seller is unable to convey good and marketable title, Purchaser's sole remedy under this Contract of Sale or in law or equity shall be limited to the refund of the Deposit, and Purchaser hereby waives any and all other remedies. Upon refund of the Deposit to Purchaser the sale of the Property from Seller to Purchaser shall be null and void and of no effect, and Purchaser shall have no claim against the Seller. Other than a claim for a release of the Deposit actually held by Auctioneer (which claim shall terminate upon the release by Auctioneer of the Deposit pursuant to this Contract of Sale), neither Seller or Purchaser shall have any claim whatsoever against Auctioneer and Seller and Purchaser waive any such claims and agree to jointly indemnify and hold Auctioneer harmless from any such claims. In the event of any dispute regarding the Deposit, Auctioneer shall be entitled to interplead such Deposit with a court of competent jurisdiction and thereafter shall be released from all liability for such Deposit under this Contract of Sale.



Purchaser acknowledges that except as expressly stated in this Contract of Sale, there are no contingencies to Purchaser's obligation to purchase the Property pursuant to this Contract of Sale, including without limitation any financing contingency. The Seller makes no representations or warranties as to the condition of the Property or any improvements thereon and Purchaser acknowledges and agrees to purchase the Property in its "AS IS/WHERE IS" "WITH ALL FAULTS" condition and basis, subject to all easements, agreements, restrictions or covenants of record, zoning, and all laws, regulations, and governmental rules affecting same and subject to the Declaration, By-Laws, Rules and Regulations of The Waterfront Greens Homeowners Association. The Purchaser agrees to waive their right of rescission under Maryland Homeowner Association Law, having received and reviewed the Resale Package. Purchaser assumes the risk of loss from and after the date of this Contract of Sale. All adjustments, including taxes, ground rent, homeowner association fees, all other public charges and assessments payable on a monthly or annual basis, and sanitary and/or metropolitan district charges, if any, shall be adjusted for the current year to the date of this Contract of Sale and assumed thereafter by the Purchaser. Recordation costs, transfer taxes and all costs incidental to settlement to be paid by Purchaser except where otherwise required by local, State or Federal law.

This Contract of Sale shall be governed by and construed under the laws of the State of Maryland, without regard to its conflict of laws provisions. This Contract of Sale shall be binding upon each party hereto and such party's heirs, legal representatives, successors and assigns and shall inure to the benefit of each party hereto and such party's heirs, legal representatives, successors and assigns. If any party to this Contract of Sale is made up of more than one person, then all such persons shall be included jointly and severally, even though the defined term for such party is used in the singular in this Contract of Sale. This Contract of Sale shall be construed without regard to any presumption or other rule requiring construction against the party causing this Contract of Sale to be drafted. Time is of the essence for all matters under this Contract of Sale.

This Contract of Sale may be executed in one or more counterparts, including by facsimile and email, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Note: If any real property is transferred after January 1 and before the beginning of the next taxable year to a new owner, the new owner may submit a written appeal as to a value or classification on or before 60 days after the date of the transfer.

**PROPERTY DISCLAIMER STATEMENT:** Except for latent defects of which the Seller(s) has actual knowledge, the Seller(s) makes no representations or warranties as to the condition of the real property or any improvements on the real property; and the Purchaser(s) 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. The Purchaser(s) and Seller(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under Section 10-702 of the Maryland Real Property Article.



NOTICES AND DISCLAIMERS: Purchaser acknowledges that Federal, State, or local law may provide for certain notices and disclaimers with respect to the purchase of the Property. Due to the purchase of the Property at auction, except for the notices and disclaimers contained in this Contract of Sale, Purchaser hereby waives any and all requirements to include such notices and disclaimers in this Contract of Sale and releases, indemnifies, and holds Seller and Auctioneer harmless from making or including any such notices and disclaimers with respect to the Property. Purchaser shall solely be responsible for ensuring that it has satisfied itself with respect to the condition of the Property including, without limitation, any notice or disclosure that is required by applicable law. Purchaser hereby acknowledges that Purchaser is not relying on any notice or disclosure by Seller or Auctioneer, or the lack of any such notice or disclosure, with respect to the purchase of the Property. By purchasing the Property, Purchaser shall be deemed to have knowledge of any notice or disclosure required by applicable law.

**This sale is also subject to the requirements of the Maryland Homeowners Association Act (the "Act"). The Act requires 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 §11B-106(b) of the Act (the "MHAA information") as follows:**

**Information Provided in Writing**

**The vendor shall provide the Purchaser the following information in writing:**

- (1) A statement as to whether the lot is located within a development;**
- (2) (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 Purchaser shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner's tenants, if applicable; and

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

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 this contract after receiving all of the MHAA information. You must cancel the contract in writing, but you do not have to state a reason. The Seller must also provide you with notice of any changes in mandatory fees exceeding 10% of the amount previously stated to exist and copies of any other substantial and material 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 amendment to the MHAA information which adversely affects you. If you do cancel the contract you will be entitled to a refund of any deposit you made on account of the contract. However, unless you return the MHAA information to the Seller when you cancel the contract, the Seller may keep out of your deposit the cost of reproducing the MHAA information, or \$100, whichever amount is less.

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

(1) Architectural changes, design, color, landscaping, or appearance;

(2) Occupancy density;

(3) Kind, number, or use of vehicles;

(4) Renting, leasing, mortgaging, or conveying property;

(5) Commercial activity; or

(6) Other matters.

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

Purchasers acknowledge receipt of all documents described herein and hereby waive their right of rescission.

WITNESS:  
as to signatures and receipt of deposit

Signed: \_\_\_\_\_ (Seal)  
Purchaser

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\_\_\_\_\_  
Seller \_\_\_\_\_ (Seal)

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