



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

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

ADDENDUM # _____ dated _____ to Exclusive Right to Sell Brokerage Agreement dated June 7, 2010, between Owner(s) Estate of Leona Crout and Broker Re/Max Realty Group Bonnie Winkler/Maureen Nichols for Property known as 613 Calliope Way Mount Airy, MD 21771

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

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

ADDITIONAL INCLUSIONS (Specify): FIREPLACE

EXCLUSIONS (Specify): _____

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

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

Colin [Signature] 6/7/10
Owner Date
Estate of Leona Crout

Owner _____ Date _____

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**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 NUMBER _____ TO CONTRACT OF SALE DATED _____
BUYER(S): _____
SELLER(S): Estate of Leona Crout
PROPERTY: 613 Calliope Way, Mount Airy, MD 21771

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 Wildwood Park

(2). (i). The current monthly fees or assessments imposed by the homeowners association upon the lot are \$ 65.00 per month.

(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: \$ 780.00

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

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

Crout (i). 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:

Name: George Woodfield
Address: Calliope Way
Telephone: (301) 829-1234

_____ (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: _____



Buyer _____ / _____

Seller Crout



Maryland Homeowners Association Act Disclosures To Buyer

Buyer (ii). 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.)

Buyer A. Articles of incorporation;

Buyer B. Declaration of covenants and restrictions;

Buyer C. All recorded covenants and restrictions of the primary developments, and of other related developments to the extent reasonably available;

Buyer 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 Buyer or Are Not _____ enforceable against an owner;

B. Are Buyer 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.

Oliver Crout 6/7/10
Seller Date
Estate of Leona Crout

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

CARROLL COUNTY NOTICES AND DISCLOSURES ADDENDUM

(for use with the MAR Contract of Sale)

The Residential Contract of Sale between ESTATE OF LEONA CROUT (Seller) and
(Buyer) dated _____ for the sale of property
known as 613 CALLIOPE WAY (the Property) located in Carroll County, Maryland, is hereby
amended by addition of the following which is incorporated in and made a part of the Contract of Sale. In the event any of the
following provisions are inconsistent with other provisions in the Contract of Sale, the terms and conditions of this Addendum
shall supersede such other provisions and shall control.

NOTICE

INFORMATION ABOUT THIS PROPERTY (INCLUDING IMPACT FEES ON NEW CONSTRUCTION, SUBDIVISION
DETAILS, HIGHWAYS, ROADS, BY-PASSES, TEMPORARY CUL-DE-SACS & ROAD EXTENSIONS, OFF-
CONVEYANCE DETAILS SUCH AS INTENDED USE, BUILDING PERMITS AND PROPERTY ACCESS IS AVAILABLE
IN THE CARROLL COUNTY PLANNING AND DEVELOPMENT DEPARTMENT. FUTURE USES, PAST USES AND
ORDINANCES AFFECTING PROPERTY USES ARE INCLUDED IN THE:

- RECORD PLAT
- CARROLL COUNTY MASTER PLAN
- CARROLL COUNTY ZONING ORDINANCE

COMMUNITY PLANNERS ARE FAMILIAR WITH THE COMMUNITIES TO WHICH THEY ARE ASSIGNED AND CAN
ANSWER YOUR QUESTIONS.

CARROLL COUNTY BUREAU OF COMPREHENSIVE PLANNING - 410-386-2145
BUREAU OF DEVELOPMENT REVIEW - 410-386-2143
225 N. CENTER STREET, WESTMINSTER, MD 21157


**1. RIGHT TO FARM DISCLOSURE STATEMENT (CARROLL COUNTY ORDINANCE NO. 127, THE CARROLL
COUNTY RIGHT TO FARM ORDINANCE).**

SELLER'S STATEMENT: THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE
REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE REQUIRED BY
CARROLL COUNTY. CARROLL COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Carroll County
Right to Farm Ordinance) WITHIN THE COUNTY. You may be subject to inconveniences or discomforts arising from such
operations, including but not limited to noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24-
hour period (including aircraft), vibration, the storage and disposal of manure, and the application by spraying or otherwise of
chemical fertilizers, soil amendments and pesticides. Carroll County has determined that inconveniences or discomforts
associated with such agricultural operations shall not be considered to be an interference with reasonable use and enjoyment of
land, if such operations are conducted in accordance with generally accepted agricultural management practices. Carroll County
has established a reconciliation committee to assist in the resolution of disputes which might arise between persons in this County
regarding whether agricultural operations conducted on agricultural lands are causing an interference with the reasonable use and
enjoyment of land or personal well being and whether those operations are being conducted in accordance with generally
accepted agricultural practices. If you have any questions concerning this policy or the reconciliation committee, please contact
the Carroll County Bureau of Comprehensive Planning and/or Bureau of Development Review for additional information.

IF YOU DESIRE LEGAL ADVICE, CONSULT AN ATTORNEY.

2. COUNTY COMPREHENSIVE MINERAL RESOURCE PLAN: Carroll County has adopted a Comprehensive Mineral
Resource Plan. This Plan identifies and ensures that certain areas will be protected for potential current and future economic
development of these mineral resources. Buyer may review the Carroll County zoning maps to determine the impact said Mineral
Resource Overlay Zone may have on their immediate and future property value and/or the present and future use and enjoyment
of the Property. For more information Buyer should contact the Carroll County Bureau of Comprehensive Planning and/or
Bureau of Development Review.

3. AIRPORT EXPANSION, HELIPORTS & LANDING PATHS: Buyer is hereby advised that there may be existing or
plans for future airports, heliports and landing paths near the Property. For information Buyer should inquire with all appropriate
County, State and or Federal authorities.

THE PARTIES INITIALS ARE FOR ACKNOWLEDGING RECEIPT OF PAGE 1 OF THIS ADDENDUM	_____	_____		_____
	Buyer/Date	Buyer/Date	Seller/Date	Seller/Date

4. **DEFERRED WATER AND SEWER:** Some properties in Carroll County may be subject to past, current or future water deferred public water and sewer charges, required connections, and other related charges. For more information Buyer should contact the Carroll County Bureau of Utilities or the town in which the Property is located.

5. **EXISTING & PROPOSED LANDFILL SITES:** Buyer is hereby advised that the above described Property may be near an existing, proposed or closed landfill. Buyer may learn about existing, proposed or closed landfills by contacting the Carroll County Health Department.

6. **USE-IN-COMMON ROADWAY/DRIVEWAYS AND MAINTENANCE AGREEMENTS:** Buyer understands that a Property may be located on a private, use-in-common roadway/driveway. The County has no responsibility with regard to the right to use and maintenance of these roadways/driveways. Therefore, the right to use and the requirements and costs for maintenance should be determined by the Buyer. This information is available through the Public Land Records.

7. **HISTORIC DESIGNATIONS:** Buyer is hereby advised that if the Property is a designated historic site or is located within a historic district, Buyer acknowledges that, as such, the Property is subject to guidelines and regulations which may limit the extent to which the exterior features of the Property may be modified or altered. Buyer should contact the County Administrative Hearing Office and/or the local town government where the Property is located for further information. If the Property is listed on the national register, Buyer may contact the Maryland Historical Trust at (410)514-7600 for more information.

General Information

All public information pertinent to the Property but not limited to the items described above may be obtained from the Carroll County Office of Public Information and Communications Services at (410) 386-2973.

BUYER HEREBY ACKNOWLEDGES THEY ARE NOT RELYING ON THE DISCLOSURES OR LACK OF DISCLOSURES ON THESE ISSUES BY SELLER OR THE REAL ESTATE AGENT(S) OR BROKER(S) INVOLVED IN THIS SALES TRANSACTION.

BUYER AND SELLER HEREBY ACKNOWLEDGE RECEIPT OF THIS CARROLL COUNTY GENERAL NOTICES AND DISCLOSURES ADDENDUM.

Buyers Signature

Date

Buyers Signature

Date



Sellers Signature

Date

Sellers Signature

Date

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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 Estate of Leona Crout for Property known as 613 Calliope Way, Mount Airy, MD 21771.

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 Crout



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

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

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

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

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

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

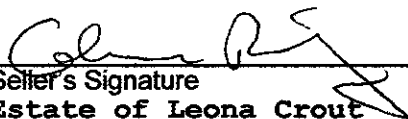
- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
- (ii) Occupancy, in the event of a lease with option to purchase.

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

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

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

Buyer's Signature Date



Seller's Signature Date
Estate of Leona Crout

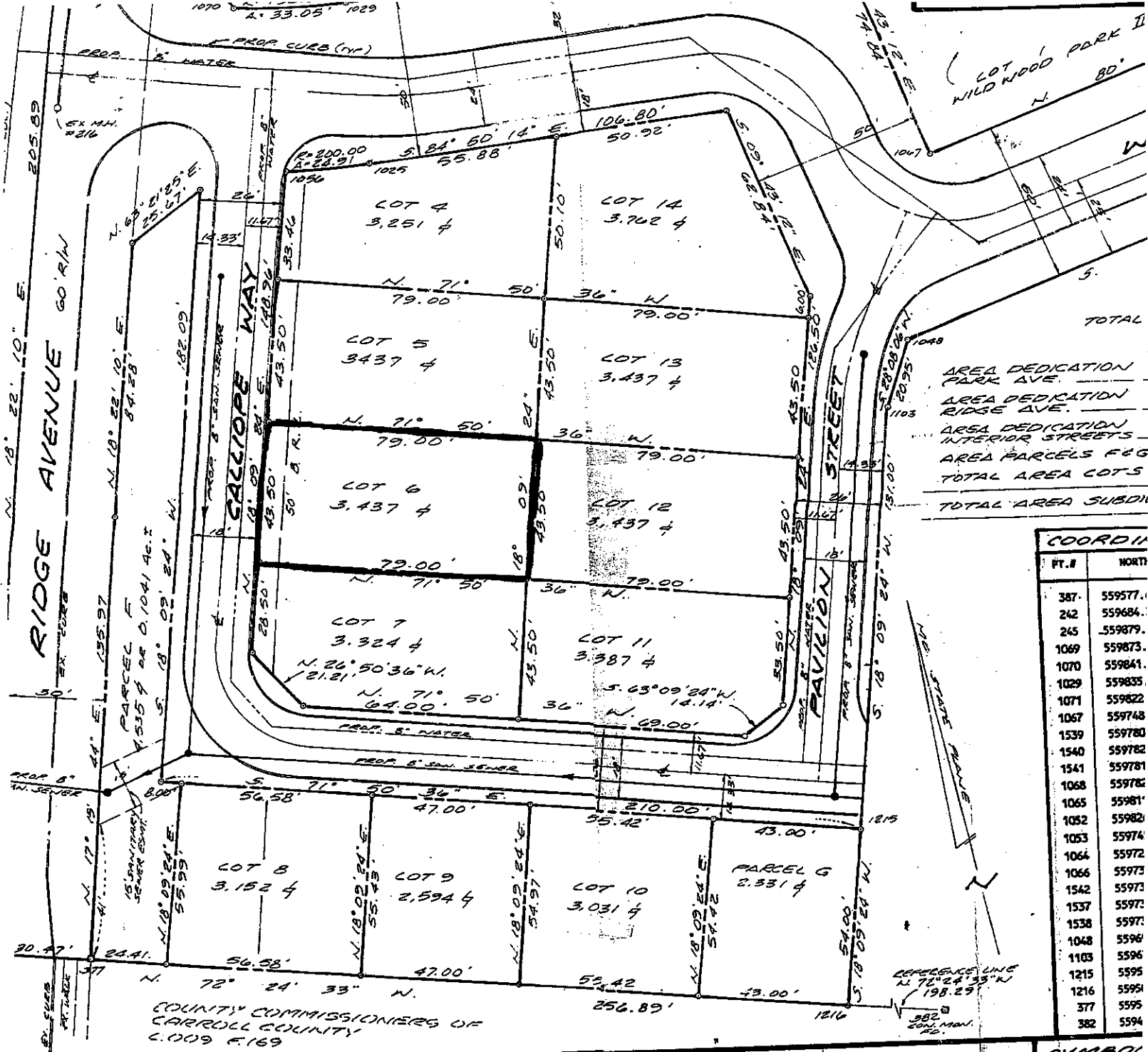
Buyer's Signature Date



Seller's Signature Date
Agent's Signature Date
Bonnie Winkler/Maureen Nichols 6/7/10

Agent's Signature Date

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COUNTY COMMISSIONERS OF CARROLL COUNTY
 C.009 R.169

APPROVED:

MOUNT AIRY PLANNING COMMISSION

[Signature]
 CHAIRMAN

CARROLL COUNTY HEALTH DEPARTMENT APPROVAL

[Signature]
 5/21/10

NOTES:

- EXISTING ZONING R-1
- SPECIAL EXCEPTION FOR ELDERLY HOUSING, DETACHED AND ATTACHED, CASE N1 MA-A-93-5 APPROVED APRIL 28, 1993.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN OF MT. AIRY "STANDARD SPECIFICATION AND DETAILS FOR CONSTRUCTION"
- A FIVE FOOT DRAINAGE AND UTILITY EASEMENT IS RESERVED ALONG ALL STREET FRONTAGE AND REAR LOT LINES AND SIDEYARD EXCEPT WHERE BUILDINGS ARE PROPOSED.
- PARCEL F AND PARCEL G SHOWN HEREON ARE TO BE DEVELOPED SEPARATELY.

SYMBOL

- IRON PIN
- CONC. P

MINIMUM RESTRICTED FRONT