

**CARROLL COUNTY NOTICES AND DISCLOSURES ADDENDUM**

(for use with the MAR Contract of Sale)  
The Residential Contract of Sale between MAUREEN ZELINSKY, TRUSTEE (Seller) and  
(Buyer) dated \_\_\_\_\_ for the sale of property  
known as 4545 HICKORY LANE (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	<i>MZ</i> 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

*Maurice Zilinski*  
\_\_\_\_\_  
Sellers Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sellers Signature

\_\_\_\_\_  
Date

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Property Address: 4545 Hickory Lane, Mount Airy, MD 21771 Year Constructed \_\_\_\_\_

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards  
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. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-based paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A tenant must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a buyer conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

**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).

(ii) mwj 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).

(ii) mwj 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) BW 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 true and accurate.

Maureen Zelinsky 6/11/2010  
Seller/Landlord Date  
Maureen Zelinsky

\_\_\_\_\_  
Buyer/Tenant Date

\_\_\_\_\_  
Seller/Landlord Date  
Trustee

\_\_\_\_\_  
Buyer/Tenant Date

BW 6/11/10  
Seller's/Landlord's Agent Date  
Bonnie Winkler/Maureen Nichols

\_\_\_\_\_  
Buyer's/Tenant's Agent 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 Maureen Zelinsky Date 6/11/2010  
Maureen Zelinsky

Owner \_\_\_\_\_ Date \_\_\_\_\_  
Trustee

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

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

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



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

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

ADDENDUM # \_\_\_\_\_ dated \_\_\_\_\_ to Exclusive Right to Sell Brokerage Agreement dated June 11, 2010, between Owner(s) Maureen Zelinsky, Trustee and Broker ReMax Realty Group Bonnie Winkler/Maureen Nichols 4545 Hickory Lane for Property known as 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 type="checkbox"/> Built-in Microwave              | <input type="checkbox"/> Exist. W/W Carpet                      | <input checked="" type="checkbox"/> Refrigerator(s) # <u>1</u> | <input checked="" type="checkbox"/> Wall Oven(s) # <u>1</u> |
| <input type="checkbox"/> Ceiling Fan(s) # _____          | <input checked="" type="checkbox"/> Fireplace Screen/Doors      | <input 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 type="checkbox"/> Shades/Blinds                         | <input type="checkbox"/> Window Fan(s) # _____              |
| <input checked="" type="checkbox"/> Cooktop              | <input type="checkbox"/> w/remote(s) # <u>2</u>                 | <input type="checkbox"/> Storage Shed(s) # _____               | <input type="checkbox"/> Wood Stove                         |
| <input checked="" type="checkbox"/> Dishwasher           | <input checked="" type="checkbox"/> Garbage Disposer            | <input type="checkbox"/> Storm Doors                           |   |
| <input checked="" type="checkbox"/> Drapery/Curtain Rods | <input type="checkbox"/> Hot Tub, Equip. & Cover                | <input checked="" type="checkbox"/> Storm Windows              |   |
| <input checked="" type="checkbox"/> Draperies/Curtains   | <input type="checkbox"/> Intercom                               | <input 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):

Workbench

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 Radiant  
Hot Water:  Oil  Gas  Elec.  Other \_\_\_\_\_  
Air Conditioning:  Gas  Elec.  Other \_\_\_\_\_

Maureen Zelinsky  
Owner  
Maureen Zelinsky

Date

Owner  
Trustee

Date

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