

Kenny Property Disclosure Information
Agent Contact: Maureen Nichols
RE/MAX Realty Group
Cell: 240-674-2865

MLS Identifiers

Residential: CR7333784 Lot/Land: CR7333791

Property Tax Identifiers

Account: 0713001375 Tax Map 70, Grid 5, Parcel 50

Property Address

Listed as "4005" in the tax records. Actually located at/near 4003 Harrisville Road.

Site Plan was done by VanMar in 2004 which proposes abandoning the existing house, septic and well and moving the home site to the back of the property. No perc tests were done at that time or since.

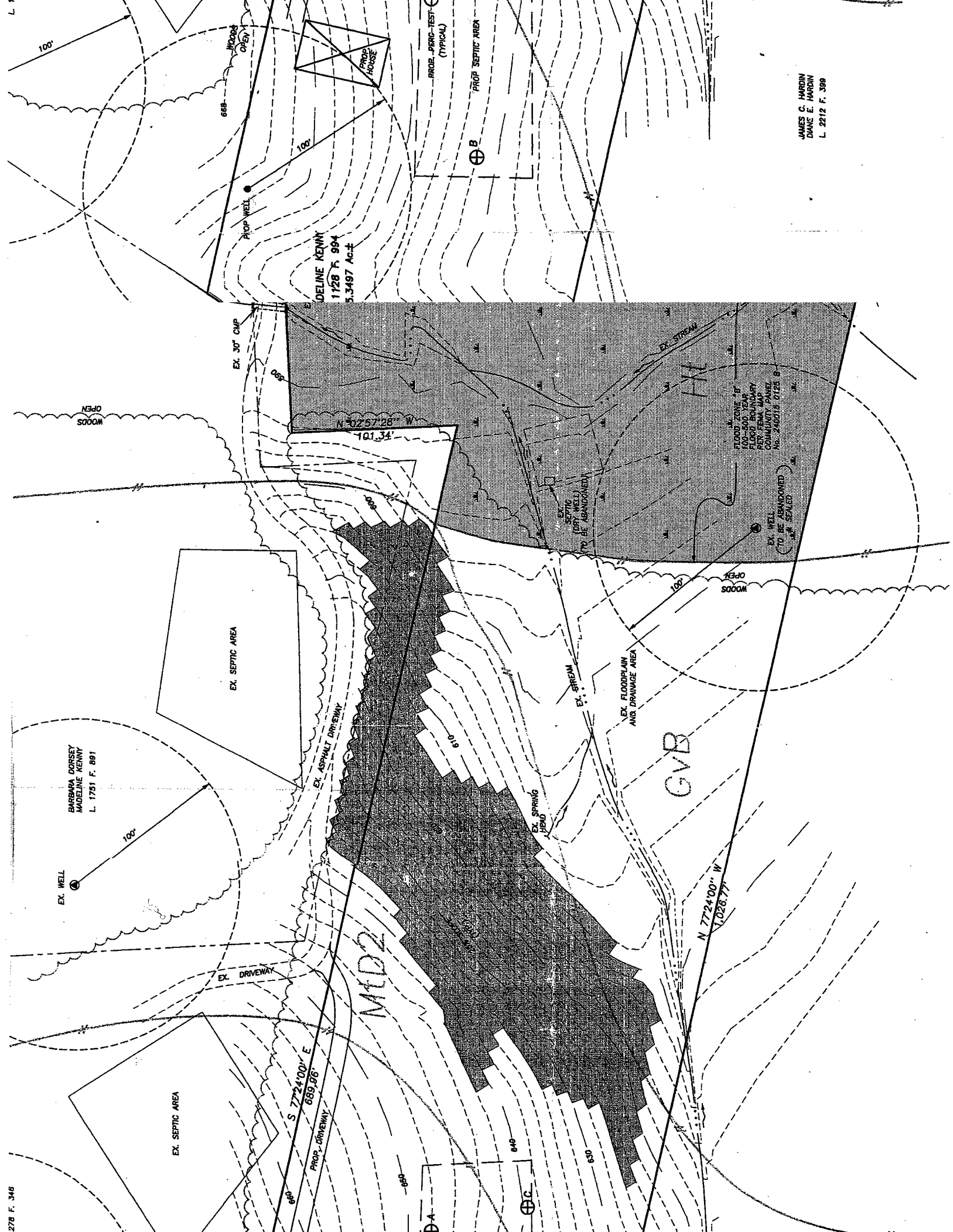
A Request for Information has been sent to Carroll County Health Department for any information on record regarding the existing well and septic. Once obtained, we will discuss with county if the existing structure can be rehabilitated for residential purposes and if so, what are the procedures. OR, if the building site is moved as proposed on the Site Plan, what updates will be required (eg, Storm Water Mgmt, Forestation, etc.) in order to make it a buildable lot.

In the event a new building site is sought, access will need to be discussed with the current owners of the existing driveway, the seller/seller's offspring, and some type of shared driveway agreement would need to be created.

The seller, Madeline Kenny, is selling the property As Is, and makes no representations or promises regarding what can be done with the land. The Site Plan provided is the only research she has done.

Agents and their clients are welcome to view the property at any time during daylight hours, but please park at the house in the pad area between house and asphalt drive. Please do not drive up the existing driveway at 4003 Harrisville. Please take a Site Plan with you to keep your bearings. Please respect that the driveway serves 2 occupied houses. Feel free to contact Maureen for assistance.

Thank you!



DOELINE KENNY
1728 F. 994
3.3497 Ac.±

BARBARA DORSEY
MADELINE KENNY
L. 1751 F. 891

FLOOD ZONE 10
100-500 YEAR
FLOOD BOUNDARY
FROM FEMA MAP
COMMUNITY PANEL
NO. 2400'S OTHER 9

JAMES C. HARRIN
DAKE E. HARRIN
L. 2212 F. 399

278 F. 346

MD2

GVB

S 77°24'00" E
889.86'

N 77°24'00" W
1026.77'

PROP. DRIVEWAY

EX. ASPHALT DRIVEWAY

EX. DRIVEWAY

EX. SPRING HEAD

EX. STREAM

EX. FLOODPLAIN AND DRAINAGE AREA

EX. SEPTIC (BET. WELLS) TO BE ABANDONED

EX. WELL TO BE ABANDONED AND SEALED

EX. 30" CMP

PROP. WELL



PROP. HOUSE

PROB. PERC. TEST (TYPICAL)

PROP. SEPTIC AREA

⊕A

⊕C

⊕B

100'

100'

100'

660'

630'

640'

668'

100'

590'

101.34'

N 0°57'22" W

267.52'

660'

WOODS OPEN

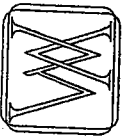
WOODS OPEN

DATE	REVISIONS
31/03	Notes, Septic, Prop. House and Driveway

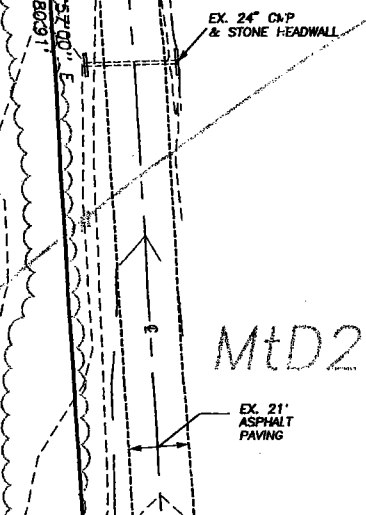


SITE PLAN KENNY PROPERTY

LIBER 1128 FOLIO 994
SITUATED ON HARRISVILLE ROAD
ELECTION DISTRICT No. 13
CARROLL COUNTY, MARYLAND
SCALE: 1" = 50' OCTOBER, 2003



VANMAR ASSOCIATES, INC.
Engineers Surveyors Planners
310 South Main Street, P.O. Box 328 Mount Airy, Maryland 21771
(301) 829 2890 (301) 831 5015 (410) 348 2751

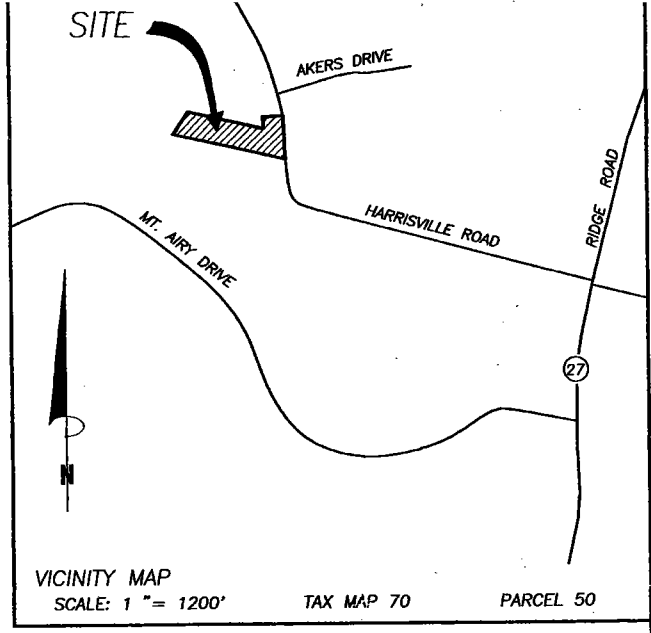


MtD2

EX. 21' ASPHALT PAVING

WITHIN 100' OF THE PROPERTY BOUNDARY UNLESS OTHERWISE SHOWN HEREON.

8. THERE IS A 20' WIDE DRAINAGE & UTILITY EASEMENT CENTERED ON ALL NON-ROAD FRONTAGE LOT LINES, UNLESS OTHERWISE SHOWN HEREON.
9. SOIL TYPE: GLENELG CHANNERY LOAM (GcC2)
 GLENVILLE SILT LOAM (GvA)
 HATBORO SILT LOAM (Ht)
 MT. AIRY CHANNERY LOAM (MtC2, MtD2)
 CARROLL COUNTY SOILS MAP No. 46.
11. IF GRAVITY FLOW TO SEWAGE DISPOSAL AREA CANNOT BE ENSURED, A PUMPED SEWAGE DISPOSAL SYSTEM WILL BE REQUIRED.
12. ZONING: AGRICULTURE
13. EXISTING HOUSE PLUMBING WILL BE DISCONNECTED AND EXISTING HOUSE WILL BE CLASSIFIED AS AN UNOCCUPIED DWELLING.



MtC2

GENERAL NOTES:

1. OWNERS: MADELINE KENNY
 DEED REFERENCE: LIBER 1128 FOLIO 994
 DATE: JANUARY 23, 1989
 GRANTOR: CHARLES E. KENNY
2. TAX MAP: 70 GRID: 5 PARCEL: 50
3. NEAREST POTABLE WATER SUPPLY: MT. AIRY
 DISTANCE: 2 MILE ±
4. THERE IS A FLOOD HAZARD (FLOOD ZONE "B") LOCATED ON THIS PROPERTY ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, COMMUNITY PANEL # 240015 0125B, REVISED AUGUST 7, 1981
5. TOPOGRAPHY: IS FIELD RUN BY VANMAR ASSOC., INC. CONTOUR INTERVALS ARE AT 2 FEET.
6. FOR CONSTRUCTION OF DWELLINGS (OR OTHER FACILITIES), EXCEEDING A THREE BEDROOM HOUSE SIZE (450 GPD), IT MUST BE DEMONSTRATED THAT THERE IS ADEQUATE AREA FOR INTIAL AND TWO REPLACEMENT SEPTIC SYSTEMS IN ACCORDANCE WITH COMAR 26.04.02.04F (EFFECTIVE 11/18/85).
7. THERE ARE NO WELLS OR SEPTIC SYSTEMS

Legal Subdiv/Neighborhood:

Condo/Coop Project:

Incorporated City:

Absent Owner: Yes

Owner Name: CHARLES E KENNY

Company Owner:

Addtnl: MADELINE

Care of Name:

MAILING ADDRESS: 4005 HARRISVILLE RD, MOUNT AIRY, MD 21771 8259

LEGAL DESCRIPTION: IMPS5.2707 AC SW S HARRISVILLE RD SE OF HARRISVILLE

Mag/Dist #: 13

Lot:

Block/Square:

Election District: 13

Legal Unit #:

Grid: 5

Tax Map:

Section:

Subdiv Ph:

Addl Parcel Flag/#:

Map: 70

Map Suffix:

Suffix:

Parcel: 50

Sub-Parcel:

Historic ID:

Agri Dist:

Plat Folio:

Plat Liber:

Tax Year 2009

Total Tax Bill: \$1,577

City Tax:

Tax Levy Year: 2009

State/County Tax: \$1,577

Refuse:

Tax Rate: 1.16

Spec Tax Assmt:

Exempt Class: 000

Homestd/Exempt Status:

Front Foot Fee:

Tax Class:

Mult. Class:

ASSESSMENT

Year Assessed	Total Tax Value	Land	Improvement	Land Use
2010	\$113,900	\$98,300	\$15,600	
2009	\$135,960	\$116,350	\$19,610	
2008	\$115,316	\$63,170	\$10,860	

DEED

Deed Liber: 1128

Deed Folio: 994

Transfer Date	Price	Grantor	Grantee
27-Jan-1989	\$0	KENNY CHARLES E	KENNY CHARLES E
14-Oct-1985	\$5,000	DIXON CLYDE	KENNY CHARLES E
03-Sep-1987	\$5,000	DIXON CLYDE	KENNY CHARLES E

PROPERTY DESCRIPTION

Year Built: 1900
 Irregular Lot:
 Land Use Code: Residential
 Property Class: R
 Zoning Desc:
 Prop Use: RESIDENTIAL
 Building Use:
 Lot Description:

Zoning Code:
 Square Feet: 229,561
 Plat Liber/Folio: /
 Quality Grade: ECONOMY
 Xfer Devel.Right:
 Site Influence:

Census Trct/Blck: 513,000/1002
 Acreage: 5.27
 Property Card:
 Road Description:
 Road Frontage:
 Topography:
 Sidewalk:
 Pavement:

STRUCTURE DESCRIPTION

	Section 1	Section 2	Section 3	Section 4	Section 5
Construction:	Frame				
Story Type:	2				
Description:					
Dimensions:					
Area:	640				
Foundation:					
Ext Wall:					
Stories: 2					
Total Building Area:					
Patio/Deck Type:	Sq Ft:		Living Area: 640	# of Dormers:	
Balcony Type:	Sq Ft:		Porch Type: 1 Story-Open	Year Remodeled: 1900	
Attic Type:	Sq Ft:		Pool Type:	Model/Unit Type: STANDARD UNIT	
Rooms:			Roof Type:	Base Sq Ft: 320	
Bedrooms:				Sq Ft: 520	
Full Baths: 1				Sq Ft:	
Half Baths: 0					
Baths: 1.00					
Other Rooms:					
Other Amenities:					
Appliances:					
Gas:					
Electric:					
		Heat: None			
		Water:			
			Air Conditioning: None		
			Interior Floor:		
			Outbuildings:		
			Sewer: Private		
			Underground:		
				Fuel:	
				Walls:	



CARROLL COUNTY NOTICES AND DISCLOSURES ADDENDUM

(for use with the MAR Contract of Sale)

The Residential Contract of Sale between MADOLINE KENNY (Buyer) dated _____ (Seller) and known as 4005 HARRISVILLE RD (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

M.K.

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

Madelaine E. Kenny

Sellers Signature

5-8-10

Date

Sellers Signature

Date

This form is the property of the Carroll County Association of REALTORS®, Inc. and is for use by REALTORS® only. Except as negotiated by the parties to the Contract, this form may not be altered or modified in any form, without the prior express written consent of the Carroll County Association of REALTORS®, Inc. The Carroll County Association of REALTORS®, Inc. including its members and employees, assumes no responsibility if this form fails to protect the interest of any party. Each party should seek its own legal, tax, and financial or other advice.



Sold "As Is" Addendum # _____

ADDENDUM TO CONTRACT OF SALE, dated _____

by & between (SELLER) _____ **Madeline Kenny** _____

and (BUYER) _____

concerning property known as _____ **4005 Harrisville Rd, Mount Airy, MD 21771** _____

- A. The Property is sold in "AS IS" and "WHERE IS" condition with such defects as may exist. Seller makes no warranty, expressed or implied, as to the condition of the Property or any appliance, equipment or system contained therein. The parties agree that the Seller shall not be liable for any warranties provided by statute or common law including, without limitation, any express or implied warranties that the Property is fit for a particular purpose or for habitation. **ALL PARAGRAPHS** in the Contract of Sale pertaining to the Property condition, termites, water potability, septic, or compliance with local city, state or county regulations as well as any and all lender requirements shall be the responsibility of the Buyer.
- B. Buyer has _____ days from Contract acceptance date to inspect or have the home inspected for information purposes only. If Buyer does not declare the Contract of Sale null and void in writing and delivered to Seller/Seller's agent within said time frame, this contingency is deemed waived and all terms and conditions remain in full force and effect.

Seller shall deliver the Property empty and broom clean.

GENERAL PROVISIONS

If this Contract of Sale is declared null and void, all parties agree to promptly execute and provide such documents as may be necessary for the return of all earnest money deposits, together with accrued interest (if applicable) and release of liability and any and all right, title and interest of Buyer in the Property shall be extinguished (including equitable title). The deposit shall be returned in accordance with the Deposit paragraph of the Contract of Sale.

If either Buyer or Seller refuses to execute a Release of Contract and a court finds that the refusing party should have executed same, that party shall be required to pay the reasonable expenses, including reasonable attorney's fees incurred by the prevailing party in that litigation.

TIME IS OF THE ESSENCE WITH REGARD TO THIS ADDENDUM.

Madeline Kenny 5-8-10
 Seller _____ Date _____ Buyer _____ Date _____
Madeline Kenny

 Seller _____ Date _____ Buyer _____ Date _____

DATE OF ACCEPTANCE _____ TIME _____ BY _____



Form: Sold "As Is"
FCAR© 04/02
Page 1 of 1



RE/MAX Realty Group - Mt. Airy 205 Ridgeville Blvd. Mount Airy, MD 21771
Phone: 301.831.5600 Fax: Maureen Nichols

M Kenny

Property Address: 4005 Harrisville Rd, Mount Airy, MD 21771

Year Constructed 1900

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) M.K. / 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) M.K. / 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) M 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.

Madeline Kenny 5-8-10
Seller/Landlord Date
Madeline Kenny

Buyer/Tenant Date

Seller/Landlord Date

Buyer/Tenant Date

Maureen Nichols 5/8/10
Seller's/Landlord's Agent Date
Maureen Nichols

Buyer's/Tenant's Agent Date



10/07





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 Madeline Kenny for Property known as 4005 Harrisville Rd, 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 Madeline Kenny



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

Madeline Kenny 5-8-10

Seller's Signature Date
Madeline Kenny

Buyer's Signature Date

Seller's Signature Date

Agent's Signature Date

Maureen Nichols 5/8/10

Agent's Signature Date
Maureen Nichols

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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: The property/
structure is not inhabitable.

Owner Madeline Kenny Date 5-8-18
Madeline Kenny

Owner _____ 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 _____

4005 HARRISVILLE RD
MADELINE KENNY

