


**MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT**

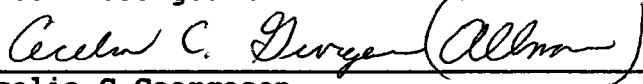
NOTICE TO OWNER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE 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  Date 1/21/10  
James D Georgeson

Owner  Date 1/22/10  
Cecelia C Georgeson

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 January 22, 2010 to Exclusive Right to Sell Brokerage Agreement  
dated January 22, 2010, between Owner(s) James D Georgeson, Cecelia C Georgeson  
and Broker Re/Max Realty Group Bonnie Winkler  
303 Spring Valley Ct  
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 checked="" type="checkbox"/> Exhaust Fan(s) # _____   | <input type="checkbox"/> Pool, Equip. & Cover               | <input type="checkbox"/> Trash Compactor               |
| <input type="checkbox"/> Built-in Microwave                | <input checked="" type="checkbox"/> Exist. W/W Carpet        | <input checked="" type="checkbox"/> Refrigerator(s) # _____ | <input type="checkbox"/> Wall Oven(s) # _____          |
| <input checked="" 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 checked="" type="checkbox"/> Furnace Humidifier       | <input checked="" type="checkbox"/> Screens                 | <input type="checkbox"/> Window A/C Unit(s)<br># _____ |
| <input checked="" type="checkbox"/> Clothes Washer         | <input checked="" type="checkbox"/> Garage Opener(s) # _____ | <input checked="" type="checkbox"/> Shades/Blinds           | <input type="checkbox"/> Window Fan(s)<br># _____      |
| <input checked="" type="checkbox"/> Cooktop                | <input type="checkbox"/> w/remote(s) # _____                 | <input type="checkbox"/> Storage Shed(s) # _____            | <input type="checkbox"/> Wood Stove                    |
| <input type="checkbox"/> Dishwasher                        | <input type="checkbox"/> Garbage Disposer                    | <input 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):

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 \_\_\_\_\_

James D Georgeson 1/22/10  
Owner Date  
James D Georgeson

Cecelia C Georgeson 1-22-10  
Owner Date  
Cecelia C Georgeson

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## Frederick County Disclosure

**LEGAL REQUIREMENT.** All Contracts of Sale for real property in the State of Maryland are required to be in writing to be enforceable. You have the right to have legal counsel review all documents and represent you. The Broker/agent is required to submit all written offers to the seller. An offer to purchase is not a contract until all terms and conditions have been agreed to in writing by the Buyer and Seller. The terms of a Contract of Sale cannot be altered after it has been accepted by all parties unless mutually agreed upon in writing by the Buyer and Seller. Therefore, the Buyer is advised that any contingencies or conditions of the sale should be a part of the original offer. The accepted Contract of Sale is a legally binding and enforceable document.

**EQUAL HOUSING.** The Property is offered in compliance with Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing Amendments of 1988) and applicable Maryland and local laws with respect to race, color, sex, religion, national origin, physical and mental handicaps, familial status, age, sexual orientation, marital status and such other protected classes.

**AIRPORTS, AIRSTRIPS & HELIPADS.** Buyer acknowledges that there are properties located within a three (3) mile radius of airports, airstrips, heliports or helipads and it is the Buyers' responsibility to review any appropriate maps, plans or other information which they deem appropriate prior to entering into a Contract of Sale. The Frederick Municipal airport is located at 111 Airport Dr. E., Frederick, MD.

**CITY OF FREDERICK SALE OF REAL PROPERTY ORDINANCE.** The City of Frederick Disclosure upon Sale of Real Property Ordinance (the City of Frederick Code Section #12.5-3) requires the inclusion of the City of Frederick Disclosure Statement as part of all Contracts of Sale for real property located within the City of Frederick limits.

**FREDERICK COUNTY RIGHT TO FARM ORDINANCE.** The Frederick County Right to Farm Ordinance (Frederick County Ordinance #96-23-175) requires the inclusion of the Right to Farm Disclosure Statement as a part of all Contracts of Sale for real property within Frederick County.



**HAZARDOUS MATERIALS.** There are many hazardous materials (i.e., asbestos, radon, underground storage tanks, etc.) that could affect any property. The Brokers and their agents will generally have no knowledge of these hazardous materials and do not have the technical expertise to ascertain or advise you of their presence or significance. It is the Buyer's responsibility to consult any experts they deem appropriate prior to entering into a Contract of Sale.

**HOME WARRANTIES.** A limited warranty may be available for purchase on the Property. Such limited warranty may provide some financial reimbursement in the event certain named components and or appliances become inoperable or fail during an agreed upon period of time (usually one year from settlement).

**SETTLEMENT.** All persons to be in title and/or responsible where a mortgage is to be created should be present at the time of settlement and will be required to provide photo identification. A lender usually requires, prior to settlement, a fully paid insurance policy, termite and other certifications when improved property is being purchased. The Buyer should have wired funds, bank check, or certified check for payment of estimated settlement costs and balance due under the Contract of Sale. If uncertain of the amount, Buyer should contact the settlement company 24-48 hours before settlement. Buyer should establish utilities in Buyer's name commencing with the day of settlement or occupancy.

**MASTER PLANS AND ZONING ORDINANCES.** Buyers have the right to review any applicable master plans, zoning ordinances, or other maps and information relating to planned land uses, roads, highways and the location of parks and other public facilities affecting the property. In addition the Buyer should check historic district guidelines and disclosures, if applicable. This information may be found at most local, county or state offices such as the Parks and Recreations, Planning and Zoning, etc.

**CONDOMINIUM ASSOCIATION APPROVAL.** If a sale is subject to the approval or right of first refusal of the Council Unit Owners or Board of Directors of a Condominium, the Seller must immediately present the Contract of Sale to such Council or Board for its action or consideration. In the event the sale is not allowed by the appropriate Council or Board, the Contract of Sale shall be null and void.

**COMMUNITY DEVELOPMENT AUTHORITY DISTRICTS. In Fredrick County, the vendor of a property that is subject to a tax or fee of a Special Taxing District as authorized in Article 23A, §44A(B) of the Code or by a Community Development Authority as authorized in § 2-7-125(B) of the Public Local Laws of Frederick County may not enforce a contract for the sale of the property unless within 20 calendar days after entering into the contract, the Purchaser of the property is provided the following information in writing.**


**This sale is subject to a tax or fee of a Special Taxing District or Community Development Authority. State law requires that the Seller disclose to you at or before the time the contract is entered into, or within 20 calendar days after entering into the contract, certain information concerning the property you are purchasing. The content of the information to be disclosed is set forth in § 10-704 of the Real Property Article of the Maryland Annotated Code and includes the amount of the current annual tax or fee of the Special Taxing District or Community Development Authority, and a statement of whether any tax or fee of the Special Taxing District or Community Development Authority against the property is delinquent.**


**The amount of the current annual tax or fee of the Special Taxing District or Community Development Authority on the property is \$ \_\_\_\_\_ .**

**The number of years remaining for the tax or fee of the Special Taxing District or Community Development Authority on the property is \_\_\_\_\_ .**

**Whether any tax or fee of the Special Taxing District or Community Development Authority against the property is delinquent.**

**Tax of fee: \_\_\_\_\_ is delinquent \_\_\_\_\_ is not delinquent**

 1/21/10 \_\_\_\_\_  
Seller Date Buyer Date  
**James D Georgeson**

 1-22-10 \_\_\_\_\_  
Seller Date Buyer Date  
**Cecelia C Georgeson**

Form: Frederick County Disclosure  
FCAR© 9/06



Real Estate Transfer Disclosure Statement



THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN THE COUNTY OF FREDERICK, STATE OF MARYLAND, DESCRIBED AS 303 Spring Valley Ct, Mount Airy, MD 21771

THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE FREDERICK COUNTY RIGHT TO FARM ORDINANCE IN COMPLIANCE WITH FREDERICK COUNTY ORDINANCE NO. 96-23-175 (THE FREDERICK COUNTY RIGHT TO FARM ORDINANCE)

SELLER'S INFORMATION

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

FREDERICK COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Frederick 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. Frederick 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. Frederick 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 Frederick County Planning Department for additional information.

Seller [Signature] Date 1/21/10  
James D Georgeson

Seller [Signature] Date 1-22-10  
Cecelia C Georgeson

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT:

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

RE/MAX Realty Group 205 E. Ridgeville Blvd. Mt. Airy, MD 21771

Phone: 301-831-5600

Fax: 301-831-7412

Bonnie Winkler

Spring Valley