



April 2011

re: 2239 Village Square Road, Frederick, MD 21701

**Property Disclosures & Pertinent Information Package**

**Prospective Purchasers and Agents:**

This property is a Short Sale, meaning that the seller owes more than what she is currently able to sell the property for. Any offer, once accepted by the seller, will be subject to her lender's approval. This process may take 60-120 days, sometimes less, sometimes more. There are currently two outstanding liens, a First Deed of Trust in the approximate amount of \$250,000, serviced by Greentree, and a Home Equity Line of Credit of approximately \$50,000, serviced by Bank of America,

For a Short Sale to be successful, all parties must be a combination of knowledgeable, cooperative and patient. As listing agents, we are Certified Distressed Property Experts. Our seller is extremely cooperative and has retained a Title Attorney (Deardorff & Moon, LLC) versed in Short Sales to both advise and negotiate the short sale. Our policy is that once an offer is accepted, it becomes a Primary Contract. This Primary Contract will be the ONLY contract initially submitted to the seller's lender for Short Sale approval. We will continue to market the home and seek other offers, but those offers, if accepted, will be BACK-UP offers, and will only be submitted if the Primary Contract becomes Null & Void.

Additionally, the Co-op fee offered in the MRIS Multiple List is the compensation selling agents will be paid at a successful settlement. Per MRIS rules and our own policy, we will not indiscriminately negotiate or reduce this offered compensation.

Diligence and communication are vital in difficult transactions. We offer you a promise of both.

On this property, all questions and offers should be directed to:

Maureen Nichols

Cell: 240-674-2865

Email: [Maureen@BonnieandMaureen.com](mailto:Maureen@BonnieandMaureen.com)

**Bonnie Winkler, GRI, CRS, ABR • Maureen Nichols, Associate Broker, ABR, e-PRO • Kelly Malagari, ABR**

**RE/MAX Realty Group**

205 East Ridgeville Boulevard • Mount Airy, Maryland 21771

Office: (301) 831-5600 • (800) 475-5128 • Fax: (301) 831-7412

[Bonnie@BonnieandMaureen.com](mailto:Bonnie@BonnieandMaureen.com) • [Maureen@BonnieandMaureen.com](mailto:Maureen@BonnieandMaureen.com) • [Kelly@BonnieandMaureen.com](mailto:Kelly@BonnieandMaureen.com)

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Each Office Independently Owned and Operated







**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 # 4 dated December 28, 2010 to Exclusive Right to Sell Brokerage Agreement dated December 28, 2010, between Owner(s) Karen N Perrino and Broker RE/MAX Realty Group Maureen Nichols 2239 Village Square Road for Property known as Frederick, MD 21701

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

- |  |  |  |   |
|--|--|--|---|
| <b>INCLUDED</b>  | <b>INCLUDED</b>  | <b>INCLUDED</b>  | <b>INCLUDED</b>                                     |
| <input type="checkbox"/> Alarm System                                    | <input checked="" type="checkbox"/> Exhaust Fan(s) # <u>As Installed</u> | <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) # <u>1</u> | <input type="checkbox"/> Wall Oven(s) # _____       |
| <input checked="" type="checkbox"/> Ceiling Fan(s) # <u>As Installed</u> | <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) # _____             | <input type="checkbox"/> Shades/Blinds                         | <input type="checkbox"/> Window Fan(s) # _____      |
| <input 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 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): All convey "AS IS" Gas fireplace in kitchen, mounted TV in kitchen, mounted TV in bedroom

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 \_\_\_\_\_

Karen N Perrino 12/28/10  
Owner Date

Owner Date

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## SHORT SALE ADDENDUM

ADDENDUM # \_\_\_\_\_ dated \_\_\_\_\_ to Contract of Sale dated \_\_\_\_\_,  
 between Buyer \_\_\_\_\_  
 and Seller Karen N Perrino  
 for Property known as 2239 Village Square Road, Frederick, MD 21701

1. **ACKNOWLEDGMENT OF SHORT SALE.** The Purchase Price in the Contract is insufficient to satisfy all debts and obligations secured by liens on the Property as well as to pay brokers' fees and other customary and necessary costs of the sale. Seller's ability to convey good and merchantable title under the Deed and Title paragraph of the Contract is subject to obtaining releases on all liens and encumbrances. Because Third Parties will be asked to approve a lien payoff that is less than or "short of" the amount actually owed, this proposed transaction is referred to as a "Short Sale."
2. **THIRD PARTY APPROVAL CONTINGENCY.** The Contract is contingent upon Seller's receipt of written approval of the Contract by Third Parties, including, but not limited to institutional lenders, mortgage insurers, bankruptcy trustees, federal, state and local tax authorities, and/or private parties. No later than five (5) days after the Date of Contract Acceptance, Seller shall submit the Contract to the Third Parties, together with any additional documentation required by the Third Parties, for review and approval.
3. **THIRD PARTY MODIFICATIONS.** Buyer and Seller acknowledge that the Third Parties may elect to request modifications to the terms of the Contract as a condition of approval of the sale. If a Third Party requests modifications to the Contract, Seller shall, no later than three (3) days after Seller's receipt of the request, deliver a written notice of the requested modification to Buyer. The modifications shall not be binding upon Buyer or Seller without their mutual written consent.
4. **FAILURE TO OBTAIN THIRD PARTY APPROVAL.** If within \_\_\_\_\_ days after Contract Acceptance, Seller has not received Third Party approval as provided in Paragraph 2 of this Addendum or Buyer and Seller have not reached agreement as provided in Paragraph 3 of this Addendum, the Contract shall be deemed null and void and of no further force and effect. In such event, the Deposit shall be disbursed in accordance with Deposit paragraph of the Contract.
5. **NOTICE OF DISAPPROVAL.** If Seller receives written notice of disapproval of the Contract from Third Parties, Seller shall deliver a copy of the written notice of disapproval to the Buyer and the Contract shall be deemed null and void and of no further legal force and effect. In such event, the Deposit shall be disbursed in accordance with the Deposit paragraph of the Contract.
6. **OFFERS AFTER CONTRACT ACCEPTANCE.** Buyer is hereby notified that Seller may have the right to continue to market the Property after the Date of Contract Acceptance pursuant to a written agreement between Seller and the listing broker, and Seller may be required by a Third Party to present subsequent offers received by Seller to the Third Party.
7. **CREDIT, LEGAL AND TAX ADVICE.** Seller is hereby notified that a short sale may have credit, legal or tax consequences. **Seller is advised to seek advice from an attorney, certified public accountant or other expert regarding the potential consequences of a short sale.**
8. **TIMEFRAMES FOR INSPECTIONS, APPRAISAL AND FINANCING CONTINGENCIES.** Notwithstanding any provision of the Contract:
  - a. Timeframes for all inspections provided in the Contract shall be measured from:  
 Date of Contract Acceptance; OR  Date Seller delivers evidence of Third Party Approval to Buyer
  - b. Timeframe for Appraisal Contingency, if any, shall be measured from:  
 Date of Contract Acceptance; OR  Date Seller delivers evidence of Third Party Approval to Buyer
  - c. Timeframe for Financing Contingency, if any, shall be measured from:  
 Date of Contract Acceptance; OR  Date Seller delivers evidence of Third Party Approval to Buyer

**All other terms and conditions of the Contract of Sale remain in full force and effect.**

Buyer Signature _____	Date _____	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>6483009295F2495...</small>  <i>Karen N Perrino</i>  <small>DocuSigned By: Karen N Perrino</small> </div>	Date _____
		12/29/2010	
		Seller Signature Karen N Perrino	

Buyer Signature _____	Date _____	Seller Signature _____	Date _____
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RE/MAX Realty Group - Mt. Airy 205 Ridgeville Blvd. Mount Airy, MD 21771  
 Phone: 301.831.5600

Fax: \_\_\_\_\_  
 Maureen Nichols

10/10



Perrino



**GENERAL ADDENDUM**

Special provisions attached to and hereby made a part thereof, the Contract dated \_\_\_\_\_

on Lot \_\_\_\_\_, Block \_\_\_\_\_, Subdivision Worman's Mill,

2239 Village Square Road, Frederick, MD 21701,

located in \_\_\_\_\_ County, Maryland between

(Purchasers) \_\_\_\_\_

and (Sellers) Karen N Perrino

1) When short sale approval is obtained, Seller will have 48 business hours to review and agree to the approval terms. If Seller is not satisfied with terms, she may, at her sole discretion, decline the approval. Seller will make every attempt to renegotiate satisfactory terms and will communicate all decisions to purchaser in a timely manner.

2) All parties acknowledge that the seller is a real estate licensee.

\_\_\_\_\_  
Seller Karen N Perrino

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**AS IS ADDENDUM**

ADDENDUM # \_\_\_\_\_ dated \_\_\_\_\_ to Contract of Sale dated \_\_\_\_\_, between Buyer \_\_\_\_\_ and Seller Karen N Perrino for Property known as 2239 Village Square Road, Frederick, MD 21701

The following provisions are included in and supersede any conflicting language in the Contract.

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance. Seller makes no warranty, express or implied, as to the condition of the Property or any equipment or system contained therein. Seller agrees to comply with Section 10-702 of the Real Property Article of the Annotated Code of Maryland if applicable (*Residential Property Disclosure and Disclaimer*). **The parties agree that all clauses in the Contract pertaining to property condition and wood destroying insects are hereby deleted from the Contract.** Buyer understands and agrees that Seller shall have no obligation to make repairs.

Buyer and Seller agree to initial only one of the following:

+

**A. "AS IS" WITHOUT INSPECTION(S)**

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance without any inspection(s) or contingencies regarding the condition of the Property.

+

**B. "AS IS" WITH INSPECTION(S) AND RIGHT TO TERMINATE**

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance. Buyer, at Buyer's expense, may have the Property inspected. In the event Buyer is dissatisfied with the results of any inspection(s), Buyer, upon written notice to Seller given within \_\_\_\_\_ Days from the Date of Contract Acceptance, shall have the unconditional right to terminate the Contract. If Buyer elects to terminate the Contract, the Contract shall become null and void, and Deposit(s) shall be disbursed in accordance with the Deposit paragraph of the Contract. If Buyer fails to have inspection(s) performed or fails to submit written notice of termination within the time period specified, Buyer shall have no right thereafter to terminate the Contract and the Contract shall remain in full force and effect.

Seller shall make the Property accessible for such inspection(s) and shall have utilities in service at the time of the inspection. Neither Buyer, nor any agent or contractor(s) of Buyer, shall in any way excavate, penetrate or otherwise damage any part of the Property without the prior written consent of Seller nor shall any furnishings, boxes, or personal property belonging to Seller be moved or relocated unless absolutely necessary in connection with the inspection(s). If the Property is part of a condominium, Buyer will be given access to the common areas to perform the inspection(s). Buyer and Seller shall have the right to be present during the inspection(s), and Buyer shall give Seller reasonable advance notice of the date and time of any inspection(s).

If Buyer or Buyer's agents or contractors damage the Property during any inspection(s), Buyer shall be responsible for all costs incurred in correcting such damage. Buyer's responsibility for all costs incurred in correcting any damage shall survive termination of the Contract.

**All other terms and conditions of the Contract of Sale remain in full force and effect.**

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

6483009295F2495...  
Karen N Perrino 12/29/2010  
DocuSigned By: Karen N Perrino  
Seller Signature \_\_\_\_\_ Date \_\_\_\_\_  
Karen N Perrino

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

Seller Signature \_\_\_\_\_ Date \_\_\_\_\_

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**MARYLAND HOMEOWNERS ASSOCIATION ACT  
NOTICE TO BUYER**

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): Karen N Perrino

PROPERTY: 2239 Village Square Road, Frederick, MD 21701

The following notice applies to members of the public who intend to occupy or rent a lot for residential purposes. Under the Maryland Homeowners Association Act ("Act"), "lot" means any plot or parcel of land on which a dwelling is located or will be located within a development.

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

- (1). A statement as to whether the lot is located within a development;
- (2). Fees:
  - (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 buyer 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



Buyer \_\_\_\_\_ / \_\_\_\_\_

Seller DS  
KMP / \_\_\_\_\_



Maryland Homeowners Association Act Notice To Buyer

(ii). The bylaws and rules of the primary development, and of other related developments to the extent reasonably available, to which the buyer 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 the 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 percent 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 amendments to the MHAA information which adversely affect 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:

- A. Architectural Changes, Design, Color, Landscaping, Or Appearance;
- B. Occupancy Density;
- C. Kind, Number, Or Use Of Vehicles;
- D. Renting, Leasing, Mortgaging Or Conveying Property;
- E. Commercial Activity; Or
- F. Other Matters.

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

Buyer	Date	<small>6483009295F2495...</small> <i>Karen N Perrino</i> <small>DocuSigned By: Karen N Perrino</small>	12/29/2010
Buyer	Date	Seller Karen N Perrino	Date
Buyer	Date	Seller	Date



**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 Karen N Perrino for Property known as 2239 Village Square Road, Frederick, MD 21701.

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  / \_\_\_\_\_



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.

	Date	<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <small>6483009295F2495...</small>  <i>Karen N Perrino</i>  <small>DocuSigned By: Karen N Perrino</small> </div>	Date
Buyer's Signature		Seller's Signature <b>Karen N Perrino</b>	
	Date	<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <small>410F77ADCC40420...</small>  <i>Maureen Nichols</i>  <small>DocuSigned By: Maureen Nichols</small> </div>	Date
Buyer's Signature		Seller's Signature <b>Maureen Nichols</b>	
	Date		Date
Agent's Signature		Agent's Signature <b>Maureen Nichols</b>	

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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: None Known

\_\_\_\_\_

Owner 6463009295F2495...  
*Karen N Perrino*  
DocuSigned By: Karen N Perrino Date 12/29/2010  
**Karen N Perrino**

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 \_\_\_\_\_



**FREDERICK COUNTY GENERAL DISCLOSURES & RIGHT TO FARM ORDINANCE**

This disclosure statement concerns the real property located in the County of Frederick, State of Maryland, described as 2239 Village Square Road, Frederick, MD 21701

**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.

**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, as well as 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, the Buyer should contact the settlement company 24-48 hours before settlement. The Buyer should establish utilities in the 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 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 of 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 or fee \_\_\_ is delinquent \_\_\_ is not delinquent

Buyer \_\_\_\_\_ / \_\_\_\_\_

Seller \_\_\_\_\_ / \_\_\_\_\_

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**Real Estate Transfer Disclosure Statement**

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN THE COUNTY OF FREDERICK, STATE OF MARYLAND, DESCRIBED AS 2239 Village Square Road, Frederick, MD 21701

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 question concerning this policy or the reconciliation committee, please contact the Frederick County Planning Department for additional information.

Seller \_\_\_\_\_  
Karen N Perrino

Date \_\_\_\_\_

Seller \_\_\_\_\_

Date \_\_\_\_\_

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

Buyer \_\_\_\_\_

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Date \_\_\_\_\_

**IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.**

Updated March 2011

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