



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 September 10, 2020 to Exclusive Right to Sell Residential Brokerage Agreement

between Seller(s) Catherine A. Farthing

and Broker RE/MAX Realty Plus Maureen Nichols/Kelly Malagari

910 Merridale Blvd

for Property known as Mount Airy, MD 21771-7758

INCLUSIONS/EXCLUSIONS: Seller 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"/> Exist. w/w Carpet | <input type="checkbox"/> w/ice maker | <input type="checkbox"/> Water Filter |
| <input checked="" type="checkbox"/> Built-in Microwave | <input type="checkbox"/> Fireplace Screen Doors | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Water Softener |
| <input type="checkbox"/> Ceiling Fan(s) # ___ | <input type="checkbox"/> Freezer | <input checked="" type="checkbox"/> Screens | <input type="checkbox"/> Window A/C Unit(s) # ___ |
| <input type="checkbox"/> Central Vacuum | <input type="checkbox"/> Furnace Humidifier | <input checked="" type="checkbox"/> Shades/Blinds | <input type="checkbox"/> Window Fan(s) # ___ |
| <input checked="" type="checkbox"/> Clothes Dryer | <input type="checkbox"/> Garage Opener(s) # ___ | <input type="checkbox"/> Storage Shed(s) # ___ | <input type="checkbox"/> Wood Stove |
| <input checked="" type="checkbox"/> Clothes Washer | <input type="checkbox"/> w/remote(s) # ___ | <input type="checkbox"/> Storm Doors | |
| <input type="checkbox"/> Cooktop | <input type="checkbox"/> Garbage Disposer | <input type="checkbox"/> Storm Windows | |
| <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> Hot Tub, Equip. & Cover | <input checked="" type="checkbox"/> Stove or Range | |
| <input checked="" type="checkbox"/> Drapery/Curtain Rods | <input type="checkbox"/> Intercom | <input type="checkbox"/> T.V. Antenna | |
| <input checked="" type="checkbox"/> Draperies/Curtains | <input type="checkbox"/> Playground Equipment | <input type="checkbox"/> Trash Compactor | |
| <input type="checkbox"/> Electronic Air Filter | <input type="checkbox"/> Pool, Equip. & Cover | <input type="checkbox"/> Wall Mount T.V. Brackets | |
| <input checked="" type="checkbox"/> Exhaust Fan(s) # <u>3/11/15</u> | <input checked="" type="checkbox"/> Refrigerator(s) # <u>2</u> | <input type="checkbox"/> Wall Oven(s) # ___ | |

ADDITIONAL INCLUSIONS (Specify):

EXCLUSIONS (Specify):

LEASED ITEMS: FUEL TANKS, SOLAR PANELS AND OTHER ITEMS: Seller's intentions with regard to any leased items are as follows:

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

- | | | | | |
|-------------------|--|---|---|---|
| Water Supply: | <input checked="" type="checkbox"/> Public | <input type="checkbox"/> Well | | |
| Sewage Disposal: | <input checked="" type="checkbox"/> Public | <input type="checkbox"/> Septic | | |
| Heating: | <input type="checkbox"/> Oil | <input type="checkbox"/> Gas | <input checked="" type="checkbox"/> Elec. | <input type="checkbox"/> Heat Pump <input type="checkbox"/> Other |
| Hot Water: | <input type="checkbox"/> Oil | <input type="checkbox"/> Gas | <input checked="" type="checkbox"/> Elec. | <input type="checkbox"/> Other |
| Air Conditioning: | <input type="checkbox"/> Gas | <input checked="" type="checkbox"/> Elec. | <input type="checkbox"/> Other | |

Catherine A. Farthing 9/15/2020
Seller Catherine A. Farthing Date _____ Seller _____ Date _____



10/19



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RE/MAX Realty Plus, 1502 S Main Street, Suite 203 Mt. Airy MD 21771
Kelly Malagari

Phone: 301-831-5600

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910 Merridale Blvd

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NOTICE TO BUYER AND SELLER OF BUYER'S RIGHTS AND SELLER'S OBLIGATIONS UNDER MARYLAND'S SINGLE FAMILY RESIDENTIAL PROPERTY CONDITION DISCLOSURE LAW

ADDENDUM # _____ dated _____ to the Contract of Sale between
 Buyer _____
 and Seller Catherine A. Farthing for the Property
 known as 910 Merridale Blvd, Mount Airy, MD 21771-7758

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 alarms:
 - 1. will provide an alarm in the event of a power outage;
 - 2. are over 10 years old; and
 - 3. if battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; 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.

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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.

Catherine A. Farthing 9/15/2020
Seller's Signature Date
Catherine A. Farthing

Buyer's Signature Date

Agent's Signature Date
Maureen Nichols/Kelly Malagari

Buyer's Signature Date

Agent's Signature Date

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 910 Merridale Blvd, Mount Airy, MD 21771-7758

Legal Description: _____

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, *Annotated Code of Maryland*, requires the seller of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the seller is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the seller. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §10-702:

1. The initial sale of single family residential real property:
 - A. that has never been occupied; or
 - B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §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 use other than residential use or to be demolished; or
7. A sale of unimproved real property.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
- (2) Would pose a direct threat to the health or safety of:
 - (i) the purchaser; or
 - (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO SELLERS: Complete and sign this statement only if you elect to disclose defects, including latent defects, or other information about the condition of the property actually known by you; otherwise, sign the Residential Property Disclaimer Statement. You may wish to obtain professional advice or inspections of the property; however, you are not required to undertake or provide any independent investigation or inspection of the property in order to make the disclosure set forth below. The disclosure is based on your personal knowledge of the condition of the property at the time of the signing of this statement.

NOTICE TO PURCHASERS: The information provided is the representation of the Sellers and is based upon the actual knowledge of Sellers as of the date noted. Disclosure by the Sellers is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Sellers as to the condition of the property of which the Sellers have no knowledge or other conditions of which the Sellers have no actual knowledge.

How long have you owned the property? 5 years

Property System: Water, Sewage, Heating & Air Conditioning (Answer all that apply)

Water Supply	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Well	<input type="checkbox"/> Other _____
Sewage Disposal	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Septic System approved for _____ (# of bedrooms)	<input type="checkbox"/> Other Type _____
Garbage Disposal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Dishwasher	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Heating	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric <input type="checkbox"/> Heat Pump Age _____ <input type="checkbox"/> Other _____
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric <input type="checkbox"/> Heat Pump Age _____ <input type="checkbox"/> Other _____
Hot Water	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric Capacity _____ Age _____ <input type="checkbox"/> Other _____

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems? Yes No Unknown

Comments: _____

2. Basement: Any leaks or evidence of moisture? Yes No Unknown Does Not Apply

Comments: _____

3. Roof: Any leaks or evidence of moisture? Yes No Unknown

Type of Roof: _____ Age _____

Comments: _____

Is there any existing fire retardant treated plywood? Yes No Unknown

Comments: _____

4. Other Structural Systems, including exterior walls and floors:

Comments: _____

Any defects (structural or otherwise)? Yes No Unknown

Comments: _____

5. Plumbing system: Is the system in operating condition? Yes No Unknown

Comments: _____

6. Heating Systems: Is heat supplied to all finished rooms? Yes No Unknown

Comments: _____

Is the system in operating condition? Yes No Unknown

Comments: _____

7. Air Conditioning System: Is cooling supplied to all finished rooms? Yes No Unknown Does Not Apply

Comments: _____

Is the system in operating condition? Yes No Unknown Does Not Apply

Comments: _____

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?

Yes No Unknown

Comments: _____

8A. Will the smoke alarms provide an alarm in the event of a power outage? Yes No

Are the smoke alarms over 10 years old? Yes No

If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018? Yes No

Comments: _____

9. Septic Systems: Is the septic system functioning properly? Yes No Unknown Does Not Apply

When was the system last pumped? Date _____ Unknown

Comments: _____

10. Water Supply: Any problem with water supply? Yes No Unknown

Comments: _____

Home water treatment system: Yes No Unknown

Comments: _____

Fire sprinkler system: Yes No Unknown Does Not Apply

Comments: _____

Are the systems in operating condition? Yes No Unknown

Comments: _____

11. Insulation:

In exterior walls? Yes No Unknown

In ceiling/attic? Yes No Unknown

In any other areas? Yes No Where? _____

Comments: _____

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?

Yes No Unknown

Comments: _____

Are gutters and downspouts in good repair? Yes No Unknown

Comments: _____

13. Wood-destroying insects: Any infestation and/or prior damage? Yes No Unknown

Comments: _____

Any treatments or repairs? Yes No Unknown

Any warranties? Yes No Unknown

Comments: _____

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property? Yes No Unknown

If yes, specify below

Comments: _____

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?

Yes No Unknown

Comments: _____

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property? Yes No Unknown

If yes, specify below

Comments: _____

16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office? Yes No Does Not Apply Unknown

Comments: _____

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District? Yes No Unknown If yes, specify below

Comments: _____

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?

Yes No Unknown If yes, specify below

Comments: _____

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?

Yes No Unknown

Comments: _____

NOTE: Seller(s) may wish to disclose the condition of other buildings on the property on a separate RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

The seller(s) acknowledge having carefully examined this statement, including any comments, and verify that it is complete and accurate as of the date signed. The seller(s) further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Seller(s) Catherine A Farthing Date 9/15/2020
Catherine A. Farthing

Seller(s) _____ Date _____

The purchaser(s) acknowledge receipt of a copy of this disclosure 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 _____

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO SELLER(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 seller(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 seller(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.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
- (2) Would pose a direct threat to the health or safety of:
 - (i) the purchaser; or
 - (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

Does the seller(s) have actual knowledge of any latent defects? Yes No If yes, specify:

Seller _____ Date _____
Catherine A. Farthing
 Seller _____ 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 _____



**Authorization and Agreement to Negotiate Contract/Lease
And Conduct Transaction Electronically**



The Contract of Sale/Lease dated 09/17/2018, Address 910 Merridale Blvd,
City Mount Airy, State MD Zip 21771-7758
Between Seller/Landlord Catherine A. Farthing

And Buyer/Tenant _____ is

hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract/Lease.

In accordance with the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act, or "E-Sign" ("The Act"), and other applicable state or local legislation regarding Electronic Signatures and Transactions, **the undersigned do hereby expressly authorize and agree to the use of electronic signatures ("E-sigs") as an additional method of signing and/or initialing this Contract/Lease.**

In the event a third party to the transaction completed by this Contract/Lease (Lender, Title, Insurer, Hazard Insurance Company, etc.) requires that the Agreement be executed with handwritten signature(s), the parties mutually agree to re-execute the documents comprising the Contract/Lease with handwritten signatures in a timely manner. The Buyer and Seller are advised to confirm the acceptance of the use of E-Sigs with third parties in advance.

Catherine A. Farthing 9/15/2020
Seller's Signature/Date
Catherine A. Farthing

Buyer's Signature/Date

Seller's Signature/Date

Buyer's Signature/Date



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Revised May 2017





HOMEOWNER'S INSURANCE DISCLOSURE



Property Address: 910 Merridale Blvd Mount Airy, MD 21771-7758
Street Address City/State/Zip

To assist the buyer in securing a homeowner's policy, the Seller makes the following disclosure by checking the appropriate statement:

- 1. I/We have filed no insurance claims, nor have any knowledge of any claims filed on the property listed above in the past five (5) years. I/We are not aware of any existing conditions that may lead to a claim against our homeowner's insurance policy.
- 2. I/We have filed _____ insurance claim(s), or know that there has/have been claims made during the past five (5) years, either by me/us or by the previous owner(s).
- 3. I/We are aware of conditions that may lead to a future insurance claim.

If item number 2 and/or 3 are checked, please describe the facts of the claim and/or conditions that may lead to a claim:

The current insurance company is: _____

Catherine A. Farthing 9/15/2020

Seller's Signature/Date
Catherine A. Farthing

Buyer's Signature/Date

Seller's Signature/Date

Buyer's Signature/Date



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CARROLL COUNTY NOTICES AND DISCLOSURES ADDENDUM

(for use with the MAR Contract of Sale)

The Residential Contract of Sale between Catherine A. Farthing
(Seller) and _____ (Buyer) dated _____ for the sale of property
known as 910 Merridale Blvd, Mount Airy, MD 21771-7758 (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 DEPARTMENT OF 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 REPRESENTIONS 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

cu 9/15/20 20

Seller/Date

Seller/Date

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

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

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

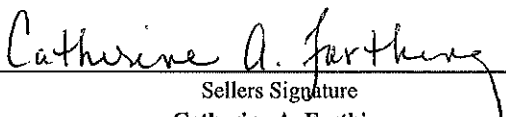

7. **HISTORIC DESIGNATIONS:** Buyer is hereby advised that if the Property is a designated historic site or is located within a historic district, Buyer acknowledges that, as such, the Property is subject to guidelines and regulations which may limit the extent to which the exterior features of the Property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

General Information

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

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

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

_____	_____
Buyers Signature	Date
_____	_____
Buyers Signature	Date
	
Sellers Signature	Date
Catherine A. Farthing	
_____	_____
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.

PATRICK T. ROCKINBERG
Mayor

PETER R. HELT
Council President



Council Members
CHRISTOPHER P. EVERICH
Secretary

DAVID M. BLAIS
ROBERT H. KING, JR
SCOTT D. STRONG

TOWN OF MOUNT AIRY RECYCLING CONTAINER CERTIFICATION

This is to verify that I have read Section 64-12 of the Town Sanitation and Recycling Code and have complied with all requirements pertaining to the recycling container assigned to the residential property located at 710 MERRIPACE BLVD. As the seller of this property, I certify that I have left the recycling container for the buyer. As the buyer of this property, I have verified the recycling container has been left for my use. As the seller, I understand if the recycling container has not been left at this property, a \$100.00 fee will be collected during settlement to cover the cost of the container. I understand that a lien release will not be issued unless both signatures are present.

Catherine A. Furthing
Signature of Seller

9/15/2020
Date

Signature of Buyer

Date

§ 64-12. Maintenance of containers; transfer of recycling containers; penalty for violations,

[Amended 11-1-2010 by Ord. No. 2010-11]

- A. It shall be the responsibility of the persons provided containers pursuant to § 64-10 to ensure that containers are properly maintained.
- B. The presence of solid waste in places other than inside proper containers, the presence of sour odors or the presence of insects, rodents or other vermin or evidence of their presence shall constitute improper maintenance or lack of maintenance. The lack of maintenance of containers constitutes a violation of this section and is declared to be a municipal infraction. The penalty for violation shall be a fine of \$100 for each offense.
- C. It shall be unlawful and constitute a municipal infraction for any person to intentionally destroy or damage, fail within a reasonable time to return to the Town upon demand and/or to take, abscond with or convert with the intent to permanently possess and/or to deprive the Town of recycling containers provided by the Town pursuant to § 64-11C(2) for the purpose of storage and collection of recyclables. The penalty for violation shall be a fine of \$100 for each offense.
- D. Upon the transfer of ownership or lease of property and a transfer of any water and sewer account, a certification by the seller, lessor or transferor, on a form prescribed by the Town and made available at Town Hall, shall be filed with the Town specifying that all recyclables containers provided by the Town pursuant to § 64-11C(2) for use on the property have been transferred to the new owner, lessee or transferee. No water and sewer account may be established of this certification. The Town shall also have the right to inspect the property for compliance with this section.

PATRICK T. ROCKINBERG
Mayor

PETER R. HELT
Council President



Council Members
CHRISTOPHER P. EVERICH
Secretary

DAVID M. BLAIS
ROBERT H. KING, JR
SCOTT D. STRONG

TOWN OF MOUNT AIRY FIRE CODE CERTIFICATION

This is to verify that I have read Section 60-5 of the Town Fire Prevention Code and have complied with all requirements pertaining to smoke alarms for the residential property located at 910 MERRIDALE BLVD. I am certifying that all rooms used for sleeping purposes, each level adjacent to sleeping areas, and each story of this property is equipped with a working smoke alarm. I understand that a lien release will not be issued or a water account established until all requirements are met.

Catherine A Farthing
Owner or Representative

9/15/2020
Date

CODE OF THE TOWN OF MOUNT AIRY MARYLAND, v16 Updated 11-01-2009 /
PART II GENERAL LEGISLATION / Chapter 80, FIRE PREVENTION / § 60-5.
Smoke alarms.

§ 60-5. Smoke alarms.

- A. All residential properties, as set out in Subsection B, shall be equipped with working smoke alarms inside each room used for sleeping purposes, on each level adjacent to sleeping areas, and on each story.
- B. Every new residential property, including single- and two-family homes, townhouses, apartments and multifamily dwellings, shall be equipped with listed single- or multiple-station smoke alarms complying with UL 217 (as it may be amended in the future) and installed in accordance with the household fire-warning equipment provisions of NFPA 72, National Fire Alarm Code, as amended from time to time. Single- or multiple-station smoke alarms shall be installed and maintained in all of the following locations:
 - (1) On the ceiling or wall adjacent to sleeping areas and in the immediate vicinity of bedrooms.
 - (2) In each room used for sleeping purposes.
 - (3) In each story within the dwelling unit, including basements, but not including crawl spaces and uninhabitable attics.
- C. Existing residential properties, as set out in Subsection B, may have smoke alarms which are not interconnected, and which may be powered by battery power.
- D. All existing residents shall comply by January 1, 2010.

**THIS CODE REQUIREMENT MUST BE MET BEFORE A LIEN RELEASE
WILL BE ISSUED OR A NEW WATER ACCOUNT ESTABLISHED
EFFECTIVE JANUARY 1, 2010**