



**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 July 16, 2013 to the Contract of Sale dated \_\_\_\_\_, between Buyer \_\_\_\_\_ and Seller Charles R. Johns, Jennifer E. Johns for Property known as 21 Phillips Lane, Union Bridge, MD 21791

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 CRS  

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.

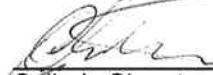
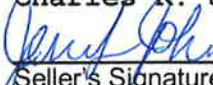
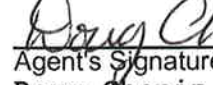
Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (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.

_____	_____		7/16/13
Buyer's Signature	Date	Seller's Signature	Date
		Charles R. Johns	
_____	_____		7/16/13
Buyer's Signature	Date	Seller's Signature	Date
		Jennifer E. Johns	
_____	_____		7/16/13
Agent's Signature	Date	Agent's Signature	Date
		Doug Chapin	

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 21 Phillips Lane, Union Bridge, MD 21791

Legal Description:

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, Annotated Code of Maryland, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner 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 owner. 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 owner to disclose information about latent defects in the property that the owner has actual knowledge of. The owner 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 OWNERS: 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 Owners and is based upon the actual knowledge of Owners as of the date noted. Disclosure by the Owners 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 Owners as to the condition of the property of which the Owners have no knowledge or other conditions of which the Owners have no actual knowledge.

How long have you owned the property? 2003

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

Water Supply: [ ] Public, [x] Well, [ ] Other
Sewage Disposal: [ ] Public, [x] Septic System approved for (# bedrooms), Other Type
Garbage Disposal: [ ] Yes, [x] No
Dishwasher: [x] Yes, [ ] No
Heating: [ ] Oil, [ ] Natural Gas, [ ] Electric, [x] Heat Pump Age 8 yrs, [ ] Other
Air Conditioning: [ ] Oil, [ ] Natural Gas, [ ] Electric, [x] Heat Pump Age 8 yrs, [ ] Other
Hot Water: [ ] Oil, [ ] Natural Gas, [x] Electric Capacity 5962L Age 9 yrs, [ ] 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: SHINGLE Age 22 yrs  
 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  Does Not Apply  
 Are the smoke alarms over 10 years old?  Yes  No  Does Not Apply  
 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 2009  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  Unknown Where? crawlspace  
 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

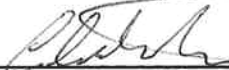
Comments: \_\_\_\_\_

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?  Yes  No  Unknown

Comments: \_\_\_\_\_

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

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

Owner  Date 7/16/13  
Charles R. Johns

Owner  Date 7/16/13  
Jennifer E. Johns

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 \_\_\_\_\_





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

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

ADDENDUM # \_\_\_\_\_ dated \_\_\_\_\_ to Exclusive Right to Sell Brokerage Agreement dated July 16, 2013, between Owner(s) Charles R. Johns, Jennifer E. Johns and Broker Chapin & Associates Doug Chapin 21 Phillips Lane for Property known as Union Bridge, MD 21791

**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>1</u> | <input type="checkbox"/> Pool, Equip. & Cover                  | <input type="checkbox"/> Trash Compactor            |
| <input checked="" 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>2</u> | <input 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 checked="" type="checkbox"/> Satellite Dish             | <input type="checkbox"/> Water Softener             |
| <input type="checkbox"/> Clothes Dryer                        | <input type="checkbox"/> Furnace Humidifier                   | <input checked="" type="checkbox"/> Screens                    | <input type="checkbox"/> Window A/C Unit(s) # _____ |
| <input type="checkbox"/> Clothes Washer                       | <input type="checkbox"/> Garage Opener(s) # _____             | <input type="checkbox"/> Shades/Blinds                         | <input type="checkbox"/> Window Fan(s) # _____      |
| <input checked="" type="checkbox"/> Cooktop                   | <input type="checkbox"/> w/remote(s) # _____                  | <input checked="" type="checkbox"/> Storage Shed(s) # <u>1</u> | <input type="checkbox"/> Wood Stove                 |
| <input checked="" type="checkbox"/> Dishwasher                | <input type="checkbox"/> Garbage Disposer                     | <input checked="" type="checkbox"/> Storm Doors                |   |
| <input type="checkbox"/> Drapery/Curtain Rods                 | <input type="checkbox"/> Hot Tub, Equip. & Cover              | <input type="checkbox"/> Storm Windows                         |   |
| <input type="checkbox"/> Draperies/Curtains                   | <input type="checkbox"/> Intercom                             | <input checked="" type="checkbox"/> Stove or Range             |   |
| <input type="checkbox"/> Electronic Air Filter                | <input checked="" type="checkbox"/> Playground Equipment      | <input type="checkbox"/> T.V. Antenna                          |   |

ADDITIONAL INCLUSIONS (Specify): BLACK PINE FURNACE Sanyo pellet stove, ductless ac/heating system

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 \_\_\_\_\_

[Signature]  
Owner  
Charles R. Johns  
Date 7/16/13

[Signature]  
Owner  
Jennifer E. Johns  
Date 7/16/13

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**CARROLL COUNTY NOTICES AND DISCLOSURES ADDENDUM**

The Residential Contract of Sale between Charles R. and Jennifer E. Johns (Seller) and Charles R. and Jennifer E. Johns (Buyer) dated 7/16/13 for the sale of property known as 21 Phillips Lane, Union Bridge MD (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	_____	_____	<u>CRS</u> 7/16/13	<u>CEJ</u> 7/16/13
	Buyer/Date	Buyer/Date	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

7/10/13

Date

\_\_\_\_\_  


Sellers Signature

7/16/13

Date

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