



DISCLOSURE OF INCLUSIONS/EXCLUSIONS, LEASED ITEMS, AND UTILITIES ADDENDUM

UPON EXECUTION BY BUYER AND SELLER, THIS DOCUMENT WILL BECOME AN **ADDENDUM** TO THE CONTRACT OF SALE

SELLER'S DISCLOSURE made on 06/06/2025 ■ ADDENDUM to Contract of Sale dated _____
between Buyer _____ and Seller Stephen R. McGuire Cary D. Fetting-Smith
for Property known as 3803 Fenchurch Road, Baltimore, MD 21218

1. INCLUSIONS/EXCLUSIONS. Included in the purchase price are all permanently attached fixtures, including all smoke detectors (and, carbon monoxide detectors, as applicable). Certain other **now existing items** which may be considered personal property, whether installed or stored upon the property, **are included if box below is checked.**

- | | | | |
|---|---|--|---|
| <input checked="" type="checkbox"/> Alarm System | <input checked="" type="checkbox"/> Exist. W/W Carpet | <input checked="" type="checkbox"/> Playground Equipment | <input type="checkbox"/> TV Antenna |
| <input checked="" type="checkbox"/> Ceiling Fan(s) # <u>4</u> | <input type="checkbox"/> Fireplace Screens/Doors | <input type="checkbox"/> Pool, Equipment & Cover | <input type="checkbox"/> Trash Compactor |
| <input type="checkbox"/> Central Vacuum | <input type="checkbox"/> Fireplace Equipment | <input checked="" type="checkbox"/> Refrigerator(s) # <u>1</u> | <input checked="" type="checkbox"/> Wall Mount TV Brackets |
| <input type="checkbox"/> Clothes Dryer | <input type="checkbox"/> Freezer | <input checked="" type="checkbox"/> w/ Ice Maker(s) # <u>1</u> | <input checked="" type="checkbox"/> Wall Oven(s) # <u>1</u> |
| <input type="checkbox"/> Clothes Washer | <input type="checkbox"/> Furnace Humidifier | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Water Filter |
| <input checked="" type="checkbox"/> Cooktop | <input checked="" type="checkbox"/> Garage Opener(s) # <u>1</u> | <input checked="" type="checkbox"/> Screens | <input type="checkbox"/> Water Softener |
| <input checked="" type="checkbox"/> Dishwasher | <input checked="" type="checkbox"/> Garage remote(s) # <u>1</u> | <input type="checkbox"/> Shades/Blinds | <input type="checkbox"/> Window A/C Unit(s) # _____ |
| <input type="checkbox"/> Drapery/Curtain Rods | <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Storage Shed(s) # _____ | <input type="checkbox"/> Window Fan(s) # _____ |
| <input type="checkbox"/> Draperies/Curtains | <input type="checkbox"/> Hot Tub, Equipment & Cover | <input checked="" type="checkbox"/> Storm Doors | <input type="checkbox"/> Wood Stove |
| <input type="checkbox"/> Electronic Air Filter | <input type="checkbox"/> Intercom | <input checked="" type="checkbox"/> Storm Windows | |
| <input checked="" type="checkbox"/> Exhaust Fan(s) # <u>2</u> | <input checked="" type="checkbox"/> Microwave | <input checked="" type="checkbox"/> Stove or Range | |

ADDITIONAL INCLUSIONS (SPECIFY): _____

ADDITIONAL EXCLUSIONS (SPECIFY): _____

2. LEASED ITEM(S) INCLUDED:

- | | |
|---|--------------------------------------|
| <input type="checkbox"/> Fuel Tank(s) | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Solar Panels | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Alarm System | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Water Treatment System | <input type="checkbox"/> Other _____ |

ADDITIONAL TERMS AND/OR INFORMATION REGARDING LEASED ITEM(S): _____

3. UTILITIES: WATER, SEWAGE, HEATING, AND 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 | <input type="checkbox"/> Other _____ | | |
| Heating | <input checked="" type="checkbox"/> Gas | <input type="checkbox"/> Electric | <input type="checkbox"/> Oil | <input type="checkbox"/> Heat Pump | <input type="checkbox"/> Other _____ |
| Hot Water | <input checked="" type="checkbox"/> Gas | <input type="checkbox"/> Electric | <input type="checkbox"/> Oil | | <input type="checkbox"/> Other _____ |
| Air Conditioning | <input type="checkbox"/> Gas | <input checked="" type="checkbox"/> Electric | | | <input type="checkbox"/> Other _____ |

Utility Service Providers: RGE

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

Buyer Signature _____ Date _____

Signed by: Cary D. Fetting-Smith 6/6/2025
Seller Signature _____ Date _____

Buyer Signature _____ Date _____

Signed by: [Signature] 6/6/2025
Seller Signature _____ Date _____



GENERAL ADDENDUM TO CONTRACT OF SALE

(For use with the Maryland Association of REALTORS® residential contract sales form)

Buyer(s): _____
Seller(s): Stephen R. McGuire Cary D. Fetting-Smith
Property: 3803 Fenchurch Road, Baltimore, MD 21218

1. LEGAL REQUIREMENT: A Contract for the sale of real property is required to be in writing to be enforceable under the laws of the State of Maryland. Once signed by the parties, the Contract becomes a legally binding agreement. The original terms of the Contract can only be altered thereafter with the agreement of the parties expressed in writing. All parties have the right to be represented by an attorney and are encouraged to seek competent advice if they do not understand any term(s) of the Contract. The broker/agent is required to promptly submit all written Contract offers to the Seller.

2. INTENDED USE: The use of a particular property may be limited or restricted as a result of zoning laws, local ordinances and/or restrictive covenants applicable to the property. The Contract of Sale form provided by the broker/agent is designed and intended for use only in the purchase and sale of single family residences or unimproved residential property. If Buyer intends to use a property for any other purpose, the standard Contract of Sale form may not adequately serve to protect Buyer's interests without the addition of an appropriate clause or addendum conditioning the Contract offer upon a determination that Buyer's intended use of the Property will be permitted.

3. COVENANTS AND RESTRICTIONS: A majority of homes, whether new or re-sale, located in a subdivision are subject to certain restrictions applicable to the use of the Property as well as the construction of certain improvements to the Property referred to as covenants. In the case of Property subject to a Homeowners Association or Condominium Association, the covenants are contained in a Declaration of Covenants and Restrictions as well as the Bylaws of the Association. However, other properties may be subject to covenants as part of a **voluntary** Community Association or even with no association. **Seller Acknowledges:**

The property CDF / STRATS, or _____ / _____ IS NOT, part of a recorded subdivision with restrictive covenants.

AND

The property CDF / STRATS, or _____ / _____ IS NOT, part of a **voluntary** Community Association. *CFB*

Current voluntary fees or assessments for the community association are \$ 375.00 Annually/~~Quarterly~~/~~Monthly~~ (circle one)

Name of Association Guilford Security Patrol

Address The Guilford Association 4200 Saint Paul St., Suite 100 Baltimore, MD 21218

Contact _____ Phone (443) 878-7248 Email guilfordpatrol@wolfsecurityinc.com

OR

The Seller is unaware of the property as being part of any restrictive covenants or **voluntary** community associations.
_____/_____
Seller Initials

4. PRIVATE AGREEMENTS: Some Property may be subject to agreements, covenants or restrictions relating to the cost of certain maintenance items, restricting the use of properties or dealing with other matters. For example, properties sharing a driveway are often subject to such agreements. These private agreements do not fall within the required disclosures of HOA or condominium laws and may or may not be recorded. Buyer should make inquiries of Seller prior to or at the time of contract.

5. EQUAL HOUSING OPPORTUNITY: A REALTOR is required by federal, state and local law, and the Code of Ethics of the National Association of REALTORS to treat all parties in a non-discriminatory manner without regard to race, color, religion, sex, familial status, national origin, marital status, sexual orientation, gender identity, disability, source of income, or other protected classifications under Fair Housing Laws.

6. 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 may be required to provide proper identification. Buyer should establish gas, electric and water service in Buyer's name commencing the day of settlement. Buyer should be prepared at the time of settlement to pay the settlement costs and the balance due under the Contract. Buyer must provide for amounts to be paid at settlement in acceptable form (cash, wired funds, bank check or certified check) to meet title company guidelines. In some cases, Seller may be required to provide funds in

excess of any sales proceeds in order for settlement to occur, in which event, Seller also should be prepared to make payment in an approved form. Any party uncertain of the amount required at settlement, or approved methods to pay, should make inquiry of the title company or settlement attorney prior to settlement.

7. MORTGAGE REQUIREMENTS: Buyer acknowledges that, as a condition of obtaining a mortgage loan, lenders may require proof of hazard insurance coverage and may also require flood insurance coverage. Depending upon the type of mortgage applied for by Buyer, lenders may require certain certifications that relate to a Property or require inspections/appraisals that certify that a Property is free of specific hazards or conditions.

8. BWI AIRPORT NOTICE: Some properties may be located in the Baltimore/Washington International Airport Noise Zone. A Buyer desiring to obtain a copy of Noise Zone Maps may do so by calling the Office of Noise, Real Estate and Land Use Compatibility at 410-859-7375 or visit <https://marylandaviation.com/environmental/bwi-marshall-noise-zone/> for more information. Information regarding the location of other airports and their operations may be obtained by calling the local zoning office for the area in which the Property is located.

9. ENVIRONMENTAL CONSIDERATIONS; HAZARDOUS MATERIALS: There are many hazardous materials that could affect a Property. The Brokers and their agents will generally have no knowledge of these hazardous materials and do not have the technical expertise to ascertain or advise you of the presence or significance of these hazardous materials. Buyer has the right to request, as a condition of an offer and, subject to acceptance by the Seller, the employment of a specialist of Buyer's choice to provide an analysis of hazardous materials which may be present.

Hazardous materials inside a property can include, but are not limited to, fire retardant treated plywood (FRT), asbestos, aluminum wiring, radon, polybutylene pipe (PB), lead paint, petroleum products, lawn and garden chemicals and indoor air pollutants that can accumulate. Hazardous materials outside the 2 home can include, but are limited to, those found in contaminated land, water, landfills and other disposal sites, industrial air and water emissions, radiation from high tension wires, and those which may be present in underground storage tanks. For additional information pertaining to these materials is available from the Maryland Department of the Environment (MDE) at (410) 537-3000.

Additional information regarding FRT plywood is available from the National Association of Homebuilders at (800) 368-5242.

For additional information regarding Radon buyer can contact the Center for Radiological Health at the MDE at (410) 537-3000 or visit <https://mde.maryland.gov/programs/air/radiologicalhealth/pages/radon.aspx> for further information.

For additional information regarding asbestos buyer can contact the MDE at (410) 537-3000 or visit <https://mde.maryland.gov/programs/air/asbestos/pages/factsaboutasbestos.aspx> for further information.

Buyer _____ Date _____

Buyer _____ Date _____

Seller Signed by:
Cary D. Fetting-Smith Date 6/6/2025
53ACC1BCB068444...

Seller Signed by:
SK Date 6/6/2025
0954743040C34C4...

This form has been prepared by The Greater Baltimore Board of REALTORS® (GBBR) for the use of their members. GBBR, including its members and employees, assumes no responsibility if this form fails to protect the interests of any party. Each party should seek its own legal, tax, financial, and other advice.



REVISED 03/2025

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BALTIMORE CITY NOTICES AND DISCLOSURES ADDENDUM

(For use with Maryland Association of REALTORS® Residential Contract of Sale)

BUYER: _____

SELLER: Stephen R. McGuire, Carey D. Fetting-Smith

PROPERTY: 3803 Fenchurch Road, Baltimore, MD 21218

1. **MASTER PLAN:** Buyer is hereby advised that the Property, or the area in which the Property is located, may be affected by provisions of the current Baltimore City Master Plan. You may wish to review the Master Plan. To become fully informed of current and future land use plans, facilities plans, public works plans or school plans, you should consult the appropriate Baltimore City agency for information regarding such plans. For further information, contact Baltimore City Department of Planning at 410-396-7526 (PLAN), 417 E. Fayette Street, 8th Floor, Baltimore, MD 21202. <https://planning.baltimorecity.gov/master-plans>

Buyer acknowledges that Seller has informed Buyer that (a) the Property may be affected by provisions of the Master Plan and that Buyer may wish to review the Master Plan, and (b) in order to become fully informed of current and future land use plans, facilities plans, public works plans, school plans, or other plans affecting the Property or locality, Buyer should consult the appropriate state, Baltimore City or other authorities for information regarding such plans.

Buyer's Signature: _____ Buyer's Signature: _____

2. **PROPERTY LOCATED IN BALTIMORE CITY: Transfer Certificate:** The zoning ordinance of Baltimore City, Subtitle 5 of the Baltimore City Code, 2005 Edition, regulates that every person who sells property in Baltimore City (other than a 1 or 2 family dwelling) shall attach to the Contract or instrument of conveyance, a Transfer Certificate issued by the Baltimore Zoning Administration.

3. **DISCLOSURE OF HEAVY-INDUSTRIAL AND RAILROAD OPERATIONS:** Buyer is advised that the property may be located near heavy-industrial operation (that is, land uses limited to an M-3 industrial zoning district under Zoning Code Title 7, Subtitle 4) or near railroad operations.

These operations may involve the use of machinery, trucks, or trains, 24 hours a day, 7 days a week, and may create or cause noises, odors, fumes, bright lights, vibrations, and safety hazards. Detailed information on the location of heavy-industrial (M-3) zones and on the location of railroad tracks can be found on the "BaltimoreCityView" website, at <http://CityView.BaltimoreCity.gov>.

4. **VACANT BUILDING NOTICE VIOLATION:** For someone to legally inhabit a property in Baltimore City, the property must not have a Vacant Building Notice issued by the Baltimore City Department of Housing and Community Development. Sellers can check and verify by reviewing the Baltimore City Code Map at this link <https://cels.baltimorehousing.org/codemapy2ext/>, or by calling Baltimore City Department of Housing and Community Development at 410-396-3470.

This property (Seller(s) to initial) has _____ / _____ OR does not have DF / ST a current Vacant Building Notice

If the property does have a Vacant Building Notice, (Seller(s) to initial) the notice has _____ / _____ OR _____ / _____ has not been abated.

The seller has obtained a valid and current Occupancy Permit for the premises from the Department of Housing and Community Development
_____/_____
Seller's Initials.

5. **YIELD EXCISE TAX:** Baltimore City passed an ordinance, 19-233, that requires for transactions greater than \$1,000,000, a Yield Tax of 40% of the Baltimore City transfer tax (as noted in Baltimore City Code article 28, Division 3, Subtitle 17-2) to be imposed and a Yield Tax of 15% of the Baltimore City recordation tax (as noted in Baltimore City Code article 28, Division 3, Subtitle 16) to be imposed.

This transaction is ___ OR is not ^X greater than \$1,000,000: Seller's Initials CDF / SK Buyer's Initials _____ / _____

The seller is responsible for these taxes _____ / _____ Seller's Initials _____ / _____ Buyer's Initials

The buyer is responsible for these taxes _____ / _____ Seller's Initials _____ / _____ Buyer's Initials

The seller and buyer agree to split the costs _____ / _____ Seller's Initials _____ / _____ Buyer's Initials as follows:

Buyer(s) to pay: _____ Seller(s) to pay: _____

6. **HISTORIC DISTRICTS:** Many properties in Baltimore City are in Baltimore City Historic Districts and/or part of the National Registry. A property can be part of either or both. Properties with these designations may have restrictions on updates, renovations and/or use.

Additionally, homes in Baltimore City historic districts may be eligible for CHAP Credits. The buyer is aware that to receive or maintain the credit, certain guidelines must be followed.

Buyers are encouraged to research if homes are part of the Baltimore City Historic Districts and/or part of the National Registry to determine if there are any restrictions to renovations or limitations to their planned use for said property. Additional information about local, state and national designations as well as the CHAP program can be found at chap.baltimorecity.gov/about.chap.

https://guilfordassociation.org/architecture/historic_district/

CDF SK

BUYER _____

DATE _____

BUYER _____

DATE _____

Signed by:
SK

6/6/2025

SELLER Stephen R. McGuire

DATE _____

Signed by:
Carey D. Fetting-Smith

6/6/2025

SELLER Carey D. Fetting-Smith

DATE _____

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REVISED 03/2025

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3803 Fenchurch Road

Property Address: Baltimore, MD 21218

SELLER/LANDLORD REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (SELLER/LANDLORD TO INITIAL APPLICABLE LINE): _____ / _____ housing was constructed prior to 1978 OR _____ / _____ date of construction is uncertain.

FEDERAL LEAD WARNING STATEMENT: A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-based paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A tenant must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a buyer conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

Seller's/Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):

(i) _____ / _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) OR / SPR Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (initial (i) or (ii) below):

(i) _____ / _____ Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) OR / SPR Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's/Tenant's Acknowledgment (initial)

(c) _____ / _____ Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.

(d) _____ / _____ Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home.

(e) Buyer has (initial (i) or (ii) below):

(i) _____ / _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ / _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) fff Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Cy [Signature] _____ Date _____ C _____ Buyer/Tenant _____ Date _____

Seller/Landlord _____ Date _____ Buyer/Tenant _____ Date _____

[Signature] _____ Date 6/12/2025 _____ Buyer's/Tenant's Agent _____ Date _____



MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

3803 Fenchurch Road
Property Address: Baltimore, MD 21218

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx.

1. Seller hereby discloses that the Property was constructed prior to 1978;

AND

The Property _____ / _____ is or [Signature] is not registered in the Maryland Program (Seller to initial applicable line).

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (Seller to initial applicable line) _____ / _____ has; or _____ / _____ has not occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

If such event has occurred, Seller (Seller to initial applicable line) _____ / _____ will; OR _____ / _____ will not perform the required treatment prior to transfer of title of the Property to Buyer.

ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. _____ / _____ (BUYER)

CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller [Signature] Date

Buyer _____ Date

Seller [Signature] Date

Buyer _____ Date

Seller's Agent [Signature] Date

Buyer's Agent _____ 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 between Buyer _____ and Seller Stephen R. McGuire Cary D. Fetting-Smith for Property known as 3803 Fenchurch Road, Baltimore, MD 21218

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 required permits were obtained for any improvements made to the property;
 - (x) 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
 - (xi) 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.



At the time the disclosure or disclaimer statement is delivered to you ("the buyer"), you are required to date and sign a written acknowledgement of receipt on the disclosure or disclaimer statement which shall be included in or attached to the contract of sale.

Section 10-702 further provides that a buyer who receives the disclosure or disclaimer statement on or before entering into a contract of sale does not have the right to rescind the contract based upon the information contained in the disclosure or disclaimer statement.

You are hereby notified that, in certain circumstances, you have the right to rescind your contract with the seller if the seller fails to deliver to you the written property condition disclosure or disclaimer statement. Section 10-702 provides that a buyer who does not receive the disclosure or disclaimer statement on or before entering into the contract has the unconditional right, upon written notice to the seller or seller's agent.

- (i) To rescind the contract at any time before the receipt of the disclosure or disclaimer statement or within 5 days following receipt of the disclosure or disclaimer statement; and
- (ii) To the immediate return of any deposits made on account of the contract.

Your right to rescind the contract under Section 10-702 terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application or within 5 days following receipt of a written disclosure from a lender who has received your application for a mortgage loan, if the lender's disclosure states that your right to rescind terminates at the end of that 5 day period.

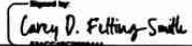

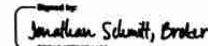
Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
- (ii) Occupancy, in the event of a lease with option to purchase.

The information contained in the property condition disclosure statement is the representation of the seller and not the representation of the real estate broker or sales person, if any. A disclosure by the seller is not a substitute for an inspection by an independent professional home inspection company. You should consider obtaining such an inspection. The information contained in a disclosure statement by the seller is not a warranty by the seller as to the condition of the property of which condition the seller has no actual knowledge or other condition, including latent defects, of which the seller has no actual knowledge. The seller is not required to undertake or provide an independent investigation or inspection of the property in order to make the disclosures required by Section 10-702. The seller is not liable for an error, inaccuracy or omission in the disclosure statement if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the seller or was provided to the seller by a third party as specified in Section 10-702(i) or (j).

You may wish to obtain professional advice about the property or obtain an inspection of the property.

The undersigned buyer(s) and seller(s) acknowledge receipt of this notice on the date indicated below and acknowledge that the real estate licensee(s) named below have informed the buyer(s) and the seller(s) of the buyer(s)' rights and the seller(s)' obligations under Section 10-702.

Buyer's Signature	Date	<small>Signed by</small>  Seller's Signature	6/6/2025 Date
Buyer's Signature	Date	<small>Signed by</small>  Seller's Signature	6/6/2025 Date
Agent's Signature	Date	<small>Signed by</small>  Agent's Signature	6/6/2025 Date

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 3803 Fenchurch Road, Baltimore, MD 21218

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? _____

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

Water Supply [] Public [] Well [] Other _____
Sewage Disposal [] Public [] Septic System approved for _____ (# of bedrooms) Other Type _____
Garbage Disposal [] Yes [] No
Dishwasher [] Yes [] No
Heating [] Oil [] Natural Gas [] Electric [] Heat Pump Age _____ [] Other _____
Air Conditioning [] Oil [] Natural Gas [] Electric [] Heat Pump Age _____ [] Other _____
Hot Water [] Oil [] Natural Gas [] Electric Capacity _____ Age _____ [] 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) _____ Date _____

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 _____

WDF SK



**Consumer Notice to Buyers of Residential Real Estate in Maryland
(Include with Exclusive Buyer/Tenant Representation Agreement)**

Buyers of residential real estate in Maryland are advised to inquire about the following items:

COVENANTS RUNNING WITH THE LAND: Covenants running with the land are agreements that stipulate that ownership of the land cannot be transferred unless the new owner agrees to continue to abide by the covenants. They cannot be separated from the land and transfer with it. For example, an individual might own property subject to a covenant that requires the property to be used for charitable purposes only. A buyer who purchases the property must agree to use the property for charitable purposes only.

DEED RESTRICTIONS: Deed restrictions are provisions in a deed that limit the use of the property. With some exceptions, deed restrictions cannot be removed by the new owner.

EASEMENTS: An easement is a right, privilege, or interest that one party has in the land of another. There are many types of easements, including, conservation easements, utility easements, gas line easements, and power line easements. Easements may be in property deeds or title papers, and are part and parcel of the land they affect.

LEASES: A lease is any agreement that gives rise to a landlord/tenant relationship. Unless otherwise specified in the lease agreement, the buyer of a property occupied by a tenant under a lease is bound by the conditions and terms of the lease.

ONSITE SEWAGE DISPOSAL SYSTEMS (OSDS) WITH BEST AVAILABLE TECHNOLOGY (BAT): An OSDS is a wastewater treatment system that discharges the treated effluent into the ground. An OSDS with best available technology reduces nitrogen levels. If an OSDS system with BAT is installed on the property, Seller may have used state funds to purchase the system. If state funds were used to purchase the system, the property may be encumbered by an easement that obligates the owner of the property to comply with certain requirements such as maintaining the system and allowing the Maryland Department of the Environment and the county/city in which the property is located to inspect the system. Buyer is advised to inquire about the terms under which an OSDS system with BAT was installed on the property and check with the appropriate city/county agency.

PROPANE TANKS: Propane is a source of energy that is used for heating homes and water, cooking and refrigerating food, drying clothes, and fueling gas fireplaces and barbecue grills. Propane tanks may be owned or leased. If a propane tank is installed on the property, Buyer is advised to inquire about the terms under which the propane tank was installed, how to transfer the ownership or lease, and any costs associated with the transfer.

HOME SECURITY SYSTEMS THAT RECORD AUDIO: Buyer is advised that Maryland law prohibits **audio recording** of private conversations without the consent of all parties.

SOLAR PANELS: Solar panels are devices that convert light into electricity. If solar panels are installed on the property, Buyer is advised to inquire about the terms under which the solar panels were installed, how to transfer the ownership or lease, and any costs associated with the transfer.

WIRE FRAUD THROUGH EMAIL: Buyer is advised to never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Buyer should always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Buyer should never wire money without double-checking that the wiring instructions are correct.

DEPOSIT HELD BY ESCROW AGENT: Buyer is advised that an escrow agent, other than a Maryland licensed real estate broker, is not subject to the same legal requirements that Maryland licensed real estate brokers are under the Maryland Real Estate Brokers Act concerning the holding and the release of deposit monies. If the deposit is going to be held by a third party other than by a Maryland licensed real estate broker involved in the transaction, the parties are required to enter into a separate written escrow agreement, binding upon the parties and the escrow agent that complies with Section 10-802 of the Real Property Article, Annotated Code of Maryland.

SMOKE ALARMS: Buyer is notified that there were changes in Maryland law regarding smoke alarms and smoke detectors (Section 9-101 et seq. of the Public Safety Article, Annotated Code of Maryland). The type of smoke alarm required in a dwelling depends upon the age of the property. As of January 1, 2018, among other changes, no alarm—battery powered or hard-wired—may be older than 10 years from the date of manufacture, and if battery powered, be sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries. There are penalties for non-compliance. Additionally, some jurisdictions have more stringent rules for new construction or for rentals. Buyer is advised to inquire about smoke alarm compliance. Buyer may



view the smoke alarm requirements at: <http://mgaleg.maryland.gov/mgawebsite/Laws/StatuteText?article=gps§ion=9-101&enactments=false>. Buyer may contact the local fire marshal to obtain additional information about the smoke alarm law.

CONDOMINIUM/HOA RESERVE STUDY: A Reserve Study is a long-term capital budgeting tool that a condominium/HOA uses to determine the amount of money it should set aside in its Reserve Fund for replacement, repair, or restoration of common areas. The Reserve Fund is financed by collecting condominium dues, HOA fees, or special assessments. Buyer is advised to pay close attention to the reserve study report of a condominium/HOA as an underfunded Reserve Fund may result in a future increase of condominium dues, HOA fees, or the imposition of special assessments upon Buyer.

Buyer Signature

Date

Buyer Signature

Date





STATE OF MARYLAND
REAL ESTATE COMMISSION

Consent for Dual Agency

(In this form, the word "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease")

When Dual Agency May Occur

The possibility of Dual Agency arises when:

- 1) The buyer is interested in a property listed by a real estate broker; and
- 2) The seller's agent and the buyer's agent are affiliated with the same real estate broker.

Important Considerations Before Making a Decision About Dual Agency

A broker or broker's designee, acting as a dual agent does not exclusively represent either the seller or buyer; there may be a conflict of interest because the interests of the seller and buyer may be different or adverse. As a dual agent, the real estate broker does not owe undivided loyalty to either the seller or buyer.

Before the buyer and seller can proceed to be represented by a broker acting as a dual agent, they must both sign Consent for Dual Agency. If the buyer has previously signed Consent for Dual Agency, the buyer must **affirm** the buyer's consent for the purchase of a particular property before an offer to purchase is presented to the seller. If the seller has previously signed Consent for Dual Agency, the seller must **affirm** the seller's consent for the sale of the property to a particular buyer before accepting an offer to purchase the property. The **affirmation** is contained on Page 2 of this form.

Your Choices Concerning Dual Agency

In a possible dual agency situation, the buyer and seller have the following options:

1. **Consent in writing to dual agency.** If all parties consent in writing, the real estate broker or the broker's designee (the "dual agent") shall assign one real estate agent affiliated with the broker to represent the seller (the seller's "intra-company agent") and another agent affiliated with the broker to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategy.
2. **Refuse to consent to dual agency.** If either party refuses to consent in writing to dual agency, the real estate broker must terminate the brokerage relationship for that particular property with the buyer, the seller, or both. If the seller terminates the brokerage agreement, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer terminates the brokerage agreement, the buyer may choose not to be represented but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company. Alternatively, the buyer may choose to enter into a written buyer agency agreement with a different broker/company.

Duties of a Dual Agent and Intra-Company Agent

Like other agents, unless the client gives consent to disclose the information, dual agents and intra-company agents must keep confidential information about a client's bargaining position or motivations. For example, without written consent of the client, a dual agent or intra-company agent may not disclose to the other party, or the other party's agent:

- 1) Anything the client asks to be kept confidential; *
- 2) That the seller would accept a lower price or other terms;
- 3) That the buyer would accept a higher price or other terms;
- 4) The reasons why a party wants to sell or buy, or that a party needs to sell or buy quickly; or
- 5) Anything that relates to the negotiating strategy of a party.

* Dual agents and intra-company agents must disclose material facts about a property to all parties.

How Dual Agents Are Paid

Only the broker receives compensation on the sale of a property listed by that broker.

If a financial bonus is offered to an agent who sells property that is listed with his/her broker, this fact must be disclosed in writing to both the buyer and seller.

Consent for Dual Agency

I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency and that if I **refuse** to consent, there will not be a dual agency; and that I may withdraw the consent at any time upon notice to the dual agent. I hereby **consent** to have

Krauss Real Property Brokerage act as a Dual Agent for me as the
(Firm Name)

SP Seller in the sale of the property at: 3803 Fenchurch Road, Baltimore, MD 21218

 Buyer in the purchase of a property listed for sale with the above-referenced broker.

Signed by:
Cary D. Fitting-Smith
Signature 6/6/2025
Date

Signed by:
SP
Signature 6/6/2025
Date

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

The undersigned **Buyer(s)** hereby affirm(s) consent to dual agency for the following property:

3803 Fenchurch Road, Baltimore, MD 21218

Property Address


Signature
Date


Signature
Date

The undersigned **Seller(s)** hereby affirm(s) consent to dual agency for the Buyer(s) identified below:

Name(s) of Buyer(s)

Signature
Date

Signature
Date



**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 DATED _____ TO CONTRACT OF SALE
BUYER(S): _____
SELLER(S): Stephen R. McGuire Cary D. Fetting-Smith
PROPERTY: 3803 Fenchurch Road, Baltimore, MD 21218

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**



REALTOR®



(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
- (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.

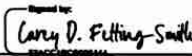
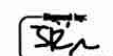
If you have not received all of the MHAA information 5 calendar days or more before entering into the contract, you have 5 calendar days to cancel the Contract after receiving all of the MHAA information. You must cancel the contract in writing, but you do not have to state a reason. The seller must 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. If the deposit is held in trust by a licensed real estate broker, the return of the deposit to you shall comply with the procedures set forth in Section 17-505 of the Business Occupations and Professions Article of the Maryland Code.

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	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <small>Signed by:</small>  <small>Cary D. Fitting-Smith</small> </div> <div style="text-align: right;">6/6/2025</div> </div>	Date
Buyer	Date	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <small>Signed by:</small>  <small>[Signature]</small> </div> <div style="text-align: right;">6/6/2025</div> </div>	Date



MARYLAND HOMEOWNERS ASSOCIATION ACT
DISCLOSURES TO BUYER AND TRANSMITTAL OF DOCUMENTS

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 DATED TO CONTRACT OF SALE
BUYER(S):
SELLER(S): Stephen R. McGuire Cary D. Fetting-Smith
PROPERTY: 3803 Fenchurch Road, Baltimore, MD 21218

The following disclosures are provided by the Vendor ("Seller") to the Buyer who intends to occupy or rent the lot for residential purposes pursuant to 11B-106 of the Maryland Homeowners Association act ("the Act"):

(1). The lot which is the subject of the contract of sale is located within the development known as Guilford

(2). (i). The current monthly fees or assessments imposed by the homeowners association upon the lot are \$ per month payable on a basis.

(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 was: \$

(iii). The fees, assessments, or other charges imposed by the homeowners association against the lot are or are not (initials) (Seller to initial applicable provision) delinquent. If any of the foregoing are delinquent, Seller to explain, giving amounts and dates of delinquency:

(3). Seller to initial (i) or (ii) and complete as appropriate:

(i). 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 is:
Name: The Guilford Association, Inc. - Patrick Nolan, Manager
Address: The Guilford Association, Inc. 4200 Saint Paul St., Suite 100 Baltimore, MD 21218
Telephone: (410) 889-1717 officemanager@guilfordassociation.org https://guilfordassociation.org/

(ii). No agent or officer is presently so authorized by the homeowners association.

(4). Seller to initial (i) or (ii) and complete as appropriate:

(i). Seller has actual knowledge of: (Seller to initial all which apply)
A. The existence of any unsatisfied judgments or pending lawsuits against the homeowners association: if (A) is initialed, explain:

B. Any pending claims, covenant violations actions, or notices of default against the lot. If (B) is initialed, explain:



CDF SPA (ii). Seller has no actual knowledge of any of the items listed in (4)(i) above.

(5). (i). Attached are copies of the following documents relating to the development and the homeowners association to which the Buyer shall become obligated upon becoming the owner of the lot: (Seller to initial all applicable items.)

CDF SPA A. Articles of incorporation;

CDF SPA B. Declaration of covenants and restrictions;

CDF SPA C. All recorded covenants and restrictions of the primary developments, and of other related developments to the extent reasonably available;

CDF SPA D. The bylaws and rules of the primary development, and other related developments to the extent reasonably available.

(ii). Obligations contained in the attached copies of documents: (Seller to initial any applicable provision.)

A. Are CDF SPA or Are Not _____ enforceable against an owner;

B. Are CDF SPA or Are Not _____ enforceable against the owner's tenants.

The information contained in this Addendum issued pursuant to Section 11B-106(b) of the Maryland Homeowners Association Act is based on the Seller's actual knowledge and belief and is current as of the date hereof.

Seller hereby acknowledges that Seller has provided all information necessary to complete this Addendum, in compliance with the Act, and that Seller has reasonable grounds to believe and does believe, after reasonable investigation, that the information and statements herein provided to Buyer are true and that there is no omission to state a material fact necessary to make the statements not misleading.

Signed by: Cary D. Fetting-Smith 6/6/2025
53ACC19CB008444...
Seller Date

Signed by: SK 6/6/2025
0954743040C34C4...
Seller Date

Buyer hereby acknowledges that Buyer, on the date indicated below, has received all of the disclosures contained herein, including attachments as indicated, and that Seller has fully complied with the disclosure requirements of the Act.

Buyer Date

Buyer Date

SMOKE ALARM LAWS

2018



AS OF JANUARY 1, 2018 - MARYLAND LAW REQUIRES:

IF BATTERY OPERATED ONLY ALARM MUST:

- Be powered by 10-year sealed battery
- Have a silence/hush feature

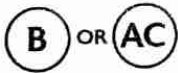
IF HARDWIRED ALTERNATING CURRENT (AC) ALARM:

- May NOT be older than 10 years from the date of manufacture*

ONE ALARM MUST BE LOCATED ON EACH LEVEL OF THE DWELLING INCLUDING THE BASEMENT

NOTE: REGARDLESS OF WHEN BUILT, battery operated only alarms must be powered by 10-year sealed batteries, and no unit, whether battery operated or AC, may be older than 10 years. Types of alarms found in homes have changed over time based on requirements at the time of construction.

BUILT BEFORE 7/1/75



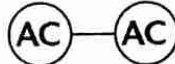
Located:
Each hallway outside bedroom(s)

BUILT BETWEEN 7/1/75 - 1/1/89



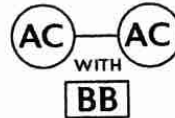
Located:
Each hallway outside bedroom(s)

BUILT BETWEEN 1/1/89 - 7/1/90



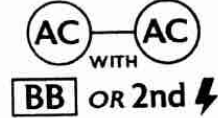
Located:
Each hallway outside bedroom(s)

BUILT BETWEEN 7/1/90 - 7/1/13



Located:
Each hallway outside bedroom(s)

BUILT AFTER 7/1/13



Located:
Each hallway outside bedroom(s) **AND** in each bedroom

BE AWARE!

- Hardwired AC Alarms must be replaced with hardwired alarms of the same type.
- Additional alarms required as of January 1, 2018 (such as in basement) may be battery operated if they are 10-year sealed battery alarms with a silence/hush button feature.
- A seller who fails to comply with the law is subject to a fine, imprisonment, or both.
- As required by law, any information about alarms that is shared with a REALTOR® is considered a material fact that must be disclosed to all parties.

***NOTE: Date of manufacture will be marked on back of smoke alarm. If no date is printed on device, it should not be used.**

KEY

- B: Battery powered alarm
- AC: Alarm powered by alternating current (hardwired)
- AC-AC: Hardwired interconnected alarm
- BB: Battery Backup
- 2nd ⚡: Alternate secondary power source (i.e. WIFI or Radio Frequency)