



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 _____ ■ ADDENDUM to Contract of Sale dated _____
between Buyer _____
and Seller **Christopher Smith, Andrea Smith**
for Property known as **6321 Knollwood Drive, Frederick, MD 21701**

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.**

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

ADDITIONAL INCLUSIONS (SPECIFY): some shelving in basement storage area, large white cabinet in basement storage area

ADDITIONAL EXCLUSIONS (SPECIFY): moose antlers in basement, beer lights in basement

2. LEASED ITEM(S) INCLUDED:

☐ Fuel Tank(s)	☐ Other _____
☐ Solar Panels	☐ Other _____
☐ Alarm System	☐ Other _____
☐ Water Treatment System	☐ Other _____

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

3. UTILITIES: WATER, SEWAGE, HEATING, AND AIR CONDITIONING (check all that apply):

Water Supply	☒ Public	☐ Well	
Sewage Disposal	☒ Public	☐ Septic	☐ Other _____
Heating	☒ Gas	☐ Electric	☐ Oil ☐ Heat Pump ☐ Other _____
Hot Water	☒ Gas	☐ Electric	☐ Oil ☐ Other _____
Air Conditioning	☐ Gas	☒ Electric	☐ Other _____

Utility Service Providers: Washington Gas, First Energy (electric), Frederick County Division of Water and Sewer Utilities

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

Buyer Signature _____ Date _____	Signed by: <u>Christopher Smith</u> 10/14/2026 Seller Signature Christopher Smith
Buyer Signature _____ Date _____	Signed by: <u>Andrea M. Smith</u> 10/14/2026 Seller Signature Andrea Smith



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

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 AMS / CBS IS, or _____ / _____ IS NOT, part of a recorded subdivision with restrictive covenants.

AND

The property _____ / _____ IS, or AMS / CBS IS NOT, part of a **voluntary** Community Association.

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

Name of Association _____

Address _____

Contact _____ Phone _____ Email _____

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.aspxv> for further information.

Buyer _____ Date _____

Buyer _____ Date _____

Seller ^{Signed by:} Christopher B. Smith Date 10/9/2026
1006124433014
Christopher Smith

Seller ^{Signed by:} Andrea M. Smith Date 10/9/2026
1006124433014
Andrea Smith

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

2025© The Greater Baltimore Board of REALTORS®, Inc.



**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): Christopher Smith, Andrea Smith
PROPERTY: 6321 Knollwood Drive, Frederick, MD 21701

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

This sale is subject to the requirements of the Maryland Homeowners Association Act ("the Act"). The Act requires that the seller disclose to you, at or before the time the contract is entered into, or within 20 calendar days of entering into the contract, certain information concerning the development in which the lot you are purchasing is located. The content of the information to be disclosed is set forth in Section 11B-106(b) of the Act ("the MHAA information") as follows:

(1). A statement as to whether the lot is located within a development;

(2). Fees:

- (i). The current monthly fees or assessments imposed by the homeowners association upon the lot;
- (ii). The total amount of fees, assessments, and other charges imposed by the homeowners association upon the lot during the prior fiscal year of the homeowners association; and
- (iii). A statement of whether any of the fees, assessments, or other charges against the lot are delinquent;

(3). The name, address, and telephone number of the management agent of the homeowners association, or other officer or agent authorized by the homeowners association to provide to members of the public, information regarding the homeowners association and the development, or a statement that no agent or officer is presently so authorized by the homeowners association;

(4). A statement as to whether the owner has actual knowledge of:

- (i). The existence of any unsatisfied judgments or pending lawsuits against the homeowners association; and
- (ii). Any pending claims, covenant violations actions, or notices of default against the lot; and



(5). A copy of:

- (i). The articles of incorporation, the declaration, and all recorded covenants and restrictions of the primary development, and of other related developments to the extent reasonably available, to which the buyer shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner's tenants, if applicable; and
- (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

Buyer Date

Signed by:
Christopher B. Smith 10/9/2026
BDD6C2A43DB414
Seller Date
Christopher Smith

Signed by:
Andrea M. Smith 10/9/2026
BDD6C2A43DB414
Seller Date
Andrea Smith



**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): _____

Christopher Smith, Andrea Smith

PROPERTY: _____

6321 Knollwood Drive, Frederick, MD 21701

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
Spring Ridge Conservancy, Inc.

(2). (i). The current monthly fees or assessments imposed by the homeowners association upon the lot are
\$ 103 per month payable on a monthly 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:
\$ 1,236.00

(iii). The fees, assessments, or other charges imposed by the homeowners association against the lot
are _____ or are not LS AMS (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:

LS AMS (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: Spring Ridge Conservancy, Inc. (Managed by PMP, Inc.)
Address: 9090 Ridgefield Dr, Frederick, MD 21701
Telephone: 301-620-0782

_____ (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: _____



CS AMS (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.)

- CS AMS A. Articles of incorporation;
CS AMS B. Declaration of covenants and restrictions;
CS AMS C. All recorded covenants and restrictions of the primary developments, and of other related developments to the extent reasonably available;
CS AMS 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 CS AMS or Are Not _____ enforceable against an owner;

B. Are CS AMS 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:
Christopher Smith 10/14/2026
Seller Date
Christopher Smith

Signed by:
Andrea M. Smith 10/14/2026
Seller Date
Andrea Smith

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**



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

(Firm Name)

act as a Dual Agent for me as the

6321 Knollwood Drive

Seller in the sale of the property at: **Frederick, MD 21701**

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

Signed by
Andrea M. Smith

10/9/2026

Signature

Date

Signed by
Christopher B. Smith

10/9/2026

Signature

Date

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

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

6321 Knollwood Drive, Frederick, MD 21701

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



**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



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.

Date _____

Date _____





**FREDERICK
COUNTY
ASSOCIATION OF
REALTORS®**

FREDERICK COUNTY NOTICES AND DISCLOSURES

This disclosure statement is attached to and hereby made a part of the Contract dated _____ between _____ (Buyers(s)) and _____ (Seller(s)) for the property located in the County of Frederick, State of Maryland, described as _____ 6321 Knollwood Drive, Frederick, MD 21701 (the "Property").

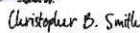
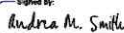
1. **MASTER PLANS AND ZONING ORDINANCES:** Buyers have the right to review any applicable master plans and zoning ordinances, including but not limited to: Frederick Municipal Airport Overlay Zone, Historic Preservation Overlay District, National Register of Historic Places, Livable Frederick Master Plan, Carroll Creek Overlay District, and Monocacy Scenic River Management Plan, or other maps and information relating to planned land uses, roads, highways and the location of parks and other public facilities affecting the property. This information may be found online or at most local, county or state offices such as Parks and Recreation, Planning and Zoning, etc.
2. **FREDERICK COUNTY RIGHT TO FARM ORDINANCE NO. 96-23-175:** FREDERICK COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Frederick County Right to Farm Ordinance) WITHIN THE COUNTY. Buyer(s) may be subject to inconveniences or discomforts arising from such operations, including but not limited to: noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24-hour period (including aircraft), vibration, the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides. Frederick County has determined that inconveniences or discomforts associated with such agricultural operations shall not be considered to be an interference with reasonable use and enjoyment of land, if such operations are conducted in accordance with generally accepted agricultural management practices. Frederick County has established an Agricultural Reconciliation Committee to assist in the resolution of disputes which might arise between persons in this County regarding whether agricultural operations conducted on agricultural lands are causing an interference with the reasonable use and enjoyment of land or personal well-being and whether those operations are being conducted in accordance with generally accepted agricultural practices. If you have any question concerning this policy or the Reconciliation Committee, please contact the Frederick County Planning Department.
3. **SPECIAL TAXING DISTRICT OR COMMUNITY DEVELOPMENT AUTHORITY (CDA):** The property may be part of a Special Taxing District or Community Development Authority (CDA). There are Special Taxing Districts and CDAs in Frederick County, including but not limited to: Lake Linganore CDA, Urbana CDA, Brunswick Crossing, Lake Linganore-Oakdale CDA, Jefferson Tech Park, and others. For the most accurate and up-to-date information, please contact MuniCap, Inc. at (443) 539-4101.

If this sale is subject to a tax or fee of a Special Taxing District or CDA, State law requires that the seller disclose to the buyer at or before the time the contract is entered into, or within 20 calendar days after entering into the contract, certain information concerning the property being purchased. The content of the information to be disclosed is set forth in §10-704 of the Real Property Article of the Maryland Annotated Code and includes the amount of the current annual tax or fee, the number of years remaining for the tax or fee, and a statement of whether any tax or fee against the property is delinquent.

- The amount of the current annual tax or fee of the Special Taxing District or Community Development Authority on the property is \$_____.
- The number of years remaining for the tax or fee of the Special Taxing District or Community Development Authority on the property is_____.
- Any tax or fee of the Special Taxing District or Community Development Authority against the property
☐ is delinquent or ☐ is not delinquent.

- 4. NOTICE ON ZONES OF DEWATERING INFLUENCE:** The property may be located in a "Zone of Dewatering Influence." Such a zone is defined under Maryland law as the area surrounding a surface pit mine in "karst" terrain (limestone and carbonate rock containing closed depressions, sinkholes, caverns, cavities, and underground channels), where groundwater has been depleted through pumping activities in the subject mine. Dewatering of karst terrain may result in gradual caving in or sinking of the surface of the land. Dewatering may also result in declining ground water levels, which may affect the yield of wells on a property. The Maryland Department of the Environment (MDE) is required to provide on its website for use by the public a searchable map of established zones of dewatering influence. The MDE website can be accessed at <https://mde.maryland.gov/programs/LAND/mining/Pages/mapping.aspx>

A PURCHASER OF REAL PROPERTY LOCATED IN BALTIMORE COUNTY, CARROLL COUNTY, FREDERICK COUNTY, OR WASHINGTON COUNTY IS ADVISED TO CONTACT THE MARYLAND DEPARTMENT OF THE ENVIRONMENT TO DETERMINE WHETHER THE REAL PROPERTY FOR PURCHASE IS LOCATED WITHIN A ZONE OF DEWATERING INFLUENCE. MARYLAND LAW PROVIDES CERTAIN REMEDIES FOR PROPERTY IMPACTED BY DEWATERING.

Signed by:  ***** 10/9/2026			
SELLER	DATE	BUYER	DATE
Signed by:  ***** 10/9/2026			
SELLER	DATE	BUYER	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 **Christopher Smith, Andrea Smith** for Property
 known as **6321 Knollwood Drive, Frederick, MD 21701**

NOTE: This notice does not apply to: (1) the initial sale of single family residential property which has never been occupied, or for which a certificate of occupancy has been issued within one year prior to the date of the Contract; (2) a transfer that is exempt from the transfer tax under Subsection 13-207 of the Tax-Property Article, except land installments contracts of sale under Subsection 13-207(a)(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(a)(12) of the Tax-Property Article; (3) a sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure; (4) a sheriff's sale, tax sale, or sale by foreclosure, partition or by court appointed trustee; (5) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; (6) a transfer of single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

Section 10-702 of the Real Property Article of the Annotated Code of Maryland ("Section 10-702") requires that a seller of a single family residential property ("the property") deliver to each buyer, on or before entering into a contract of sale, on a form published and prepared by the Maryland Real Estate Commission, **EITHER:**

(A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:

- (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
- (ii) Insulation;
- (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
- (iv) Plumbing, electrical, heating, and air conditioning systems;
- (v) Infestation of wood-destroying insects;
- (vi) Land use matters;
- (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
- (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
- (ix) Whether the 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 _____

Buyer's Signature _____ Date _____

Agent's Signature _____ Date _____

Signed by:

Christopher B. Smith

10/9/2026

DOC26443DB414
Seller's Signature _____

Date _____

Christopher Smith

Signed by:

Andrea M. Smith

10/9/2026

DOC26443DB414
Seller's Signature _____

Date _____

Andrea Smith

Signed by:

Jonathan Schmitt, Broker

10/9/2026

EB1017EC091408
Agent's Signature _____

Date _____

Bruce Lentz

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENTProperty Address: 6321 Knollwood Drive, Frederick, MD 21701

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 Seller(s) based upon the actual knowledge of Seller(s) as of the date of their signature(s) on this form; it is not the representation of the real estate broker or salesperson, if any. You may wish to obtain professional advice about, or an inspection of, the property. Disclosure by the Seller(s) 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 Seller(s) as to; the condition of the property of which the Seller(s) has no actual knowledge, or other conditions of which the Seller(s) has no actual knowledge.

Please indicate your actual knowledge with respect to the following:

1. How long have you owned the property? _____
2. Property Systems: Water, Sewage, Heating & Air Conditioning (Answer all that apply)

Water Supply	☐ Public	☐ Well	☐ Other _____
Sewage Disposal	☐ Public	☐ Septic System: What type of Septic System?	☐ Holding Tank ☐ Other Describe: _____
Garbage Disposal	☐ Yes	☐ No	
Dishwasher	☐ Yes	☐ No	
Heating	☐ Oil	☐ Natural Gas	☐ Electric ☐ Heat Pump Age _____ ☐ Other Describe: _____

Docusign Envelope ID: B6255EE6-0C39-8D2C-8218-AF57BD8B8C25

- Air Conditioning ☐ Central Air ☐ Window Units ☐ Wall Mounted A/C ☐ Other Describe: _____
- Hot Water ☐ Oil ☐ Natural Gas ☐ Electric ☐ Capacity _____ Age _____ ☐ Other _____
3. Foundation: Any settlement or other problems? ☐ Yes ☐ No ☐ Unknown
Comments: _____
4. Basement: Does your house have a basement or crawl space? ☐ Yes ☐ No
If yes, select one: ☐ Basement ☐ Crawl Space
a. Is there any water damage, leaks, or evidence of moisture? ☐ Yes ☐ No ☐ Unknown
b. Does the basement or crawl space have a sump pump? ☐ Yes ☐ No
If yes, is it operational? ☐ Yes ☐ No ☐ Unknown
Comments: _____
5. 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: _____
6. Other Structural Systems, including walls and floors:
Comments: _____
Any defects (structural or otherwise)? ☐ Yes ☐ No ☐ Unknown
Comments: _____
7. Plumbing system: Is the system in operating condition including the absence of leaks? ☐ Yes ☐ No ☐ Unknown
Comments: _____
8. Heating Systems: Is heat supplied to all finished rooms? ☐ Yes ☐ No ☐ Unknown
Comments: _____
Is the system in operating condition? ☐ Yes ☐ No ☐ Unknown
Comments: _____
9. Air Conditioning System: Is there an air conditioning system? ☐ Yes ☐ No
If yes, select one: ☐ Central Air ☐ Window Units ☐ Wall Mounted A/C ☐ Other Describe: _____
Comments: _____
a. Is cooling supplied to all finished rooms? ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply
Comments: _____
b. Is the system in operating condition? ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply
Comments: _____
10. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets, or wiring? ☐ Yes ☐ No ☐ Unknown
Comments: _____
11. Does the property have a sprinkler system? ☐ Yes ☐ No
12. Do the smoke alarms comply with all requirements for smoke alarms as set forth in Title 9 of the Public Safety article, including with respect to their number, location, arrangement, type, power source, and any other requirement? (See sections 9-101-109 of the Public Safety article.) ☐ Yes ☐ No ☐ Unknown
Comments: _____
a. Will all smoke alarms provide an alarm in the event of a power outage? ☐ Yes ☐ No ☐ Unknown
b. Are any of the smoke alarms over 10 years old? ☐ Yes ☐ No ☐ Unknown
c. Are all battery-operated smoke alarms sealed, tamper resistant units incorporating a silence/hush button and using long-life batteries. ☐ Yes ☐ No ☐ Unknown ☐ N/A (no battery operated units)
13. Sewer/Septic Systems: What type of sewer/septic system? Select one: ☐ Public ☐ Septic
a. If septic, what type: ☐ Holding Tank ☐ Other Describe: _____
b. Is the septic system functioning properly? ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply
If not sure, contact your local health department.
c. When was the system last pumped? Date _____ ☐ Unknown
Comments: _____
14. Water Supply: Any problem with water supply? ☐ Yes ☐ No ☐ Unknown
Comments: _____
a. Home water treatment system: ☐ Yes ☐ No ☐ Unknown
Comments: _____
b. Fire sprinkler system: ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply
Comments: _____
c. Are the systems in operating condition? ☐ Yes ☐ No ☐ Unknown
Comments: _____
15. Insulation:
In exterior walls? ☐ Yes ☐ No ☐ Unknown
In ceiling/attic? ☐ Yes ☐ No ☐ Unknown
In any other areas? ☐ Yes ☐ No ☐ Unknown Where? _____
Comments: _____

Docusign Envelope ID: B6255EE6-0C39-8D2C-8218-AF57BD8B8C25

16. 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: _____
17. 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: _____
18. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, oil tank, propane tank, underground storage tanks, or other contamination) on the property? ☐ Yes ☐ No ☐ Unknown
 If yes, specify below.
 Comments: _____
 a. If you or a contractor have made improvements to the property, were the required permits issued by the county or local permitting office, and did the improvements pass all required inspections? ☐ Yes ☐ No ☐ Does Not Apply
☐ Unknown
 Comments: _____
19. If the property relies on fossil fuel combustion for heat, ventilation, hot water, clothes dryer operation, or other purposes, is a carbon monoxide alarm installed in the property? ☐ Yes ☐ No ☐ Unknown
 Comments: _____
20. 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: _____
21. 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: _____
 a. If answered Yes, are there currently any open violations? Comments: _____
22. Is the property subject to any restriction imposed by a Homeowners Association or any other type of community association? ☐ Yes ☐ No ☐ Unknown If yes, specify below.
 Comments: _____
23. Is the property subject to any restrictions imposed by a covenant? ☐ Yes ☐ No ☐ Unknown If yes, specify below.
 Comments: _____
24. Has the property ever had flooding or a fire? ☐ Yes ☐ No ☐ Unknown
 Comments: _____
25. 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 _____
Christopher Smith
 Seller(s) _____ Date _____
Andrea Smith

NOTICE TO PURCHASER: THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR A HOME INSPECTION.

The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser _____ Date _____
 Purchaser _____ Date _____

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO SELLER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

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.

Except for the latent defects listed below, the undersigned seller(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The seller(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Initials
AMS CBS

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

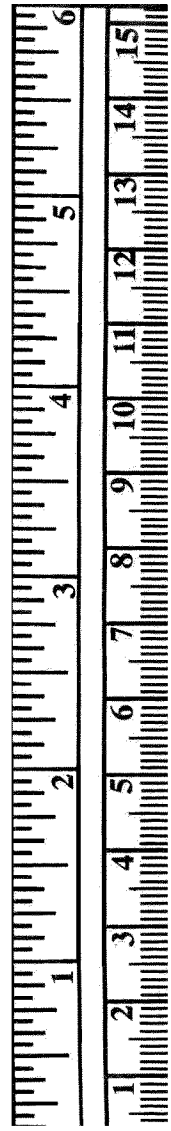
Seller	Signed by: <u>Christopher B. Smith</u> BDD6C2A443DB414		Date	<u>10/9/2026</u>
Seller	Signed by: <u>Andrea M. Smith</u> BDD6C2A443DB414...		Date	<u>10/9/2026</u>
	Christopher Smith			
	Andrea Smith			

NOTICE TO PURCHASER: THIS DISCLAIMER STATEMENT IS NOT A SUBSTITUTE FOR A HOME INSPECTION.

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser _____ Date _____

Purchaser _____ Date _____



COORDINATE DATA

POINT	NORTHINGS	EASTINGS
33335	573772.44401	701561.09349
33337	573499.16154	701547.20056
33338	573411.74494	701569.68676
33353	573981.86470	702313.51852
33355	574051.89174	702386.16227
34084	573588.68484	701977.99703
34120	573856.41007	702065.82549
35091	573334.44834	701621.74968
35095	573565.11488	701853.85283
35096	573581.74746	701828.05443
35097	573587.38853	701542.49933
35099	573854.68844	701859.76601
35100	573831.68055	701830.68983
35101	573837.59835	701540.76201
35109	574088.01193	701825.02935
35120	574315.56676	701813.87218
35122	574420.71324	701853.87304
35123	574470.46197	701846.23942
35125	574415.50259	701861.83989
35127	574359.80737	702423.72671
35142	573997.41389	701898.69381
35143	574027.58552	702016.01120
35189	573883.60105	701971.20891
35195	573482.68423	701733.56125
35204	573743.25997	701916.28434
35205	573756.13360	701973.86245
35206	573676.43868	701828.90557
35208	573563.04076	701808.77678
35211	573516.72884	701834.55878
35218	574275.19824	701598.84874
35275	574470.79052	701830.98409
35276	574316.38057	701798.71825
36014	573387.41770	701715.23881
36023	573932.94861	701915.27296
36024	573920.49489	701866.84874
36025	573912.13232	701946.26811
36026	573887.30782	701849.74214
36043	574129.32851	702099.59709
36044	574122.74327	701997.33004
36045	574171.16748	701984.87632
36046	574178.95005	702105.73739
36048	574145.82567	701886.33886
36049	574087.40145	701898.79258
36050	574183.81092	701855.89889
36051	574066.96248	701880.80733
36052	574206.25711	701793.36554
36053	574200.03025	701789.14443
36054	574222.22813	701780.64461
36055	574286.62389	701803.64497
36056	574238.83309	701845.21024
36057	574224.93769	701805.99287
36058	574218.71083	701841.78076
36059	574189.16134	702184.84292

BRIARCLIFF LANE
(PRIVATE STREET)
AND
WATER EASEMENT
PARCEL E
5118 S.F. OR 0.11750 ACRES
TO BE CONVEYED TO THE
HOMEOWNERS ASSOCIATION

RADNOR/FREDERICK CORPORATION
L.1491 F.681

OWNER:
RADNOR/FREDERICK CORP.
4350 N. FAIRFAX DR.
SUITE 770
ARLINGTON, VA. 22203
PH. (703)-243-6011

APPROVED
FREDERICK COUNTY
PLANNING COMMISSION

DATE 1-14-92 Mark R. Rice
SECRETARY OR CHAIRMAN

APPROVED
DEPARTMENT OF HEALTH
PUBLIC WATER & SEWER ARE IN
CONFORMANCE WITH THE FREDERICK
COUNTY MASTER WATER & SEWER PLAN

DATE 1-14-92 Mark R. Rice
APPROVING AUTHORITY

NOTES

- A 6 foot wide drainage and utility easement is reserved along all lot lines.
- Homeowner Covenants and Restrictions are Recorded in Liber 1611 Folio 509.
- Site is Zoned Planned Unit Development
- Individual Pressure Reduction Valves required on Lots 184 thru 187 and Lots 246 and 247.

SYMBOLS:

- △ CONCRETE MONUMENT
- IRON PIN

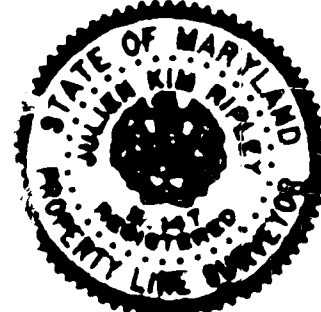
MINIMUM BUILDING RESTRICTION LINES (BRL)
FRONT 25 FT.
REAR 25 FT.
SIDE 25 FT.

DATE

1/1/92

REVISIONS

PER PLANNING & DPW COMMENTS



The Owner has sworn to and subscribed before me this 12 day of March 1992

Cheryl A. Karon
Cheryl A. Karon, Notary Public

AREA TABULATION

AREA OF LOTS	11767.5 S.F. OR 9.58846 ACRES
AREA OF PARCEL	208.5 S.F. OR 0.01750 ACRES
STREET DEDICATION	30752.5 S.F. OR 0.70306 ACRES
TOTAL AREA OF PLAT	54450.5 S.F. OR 1.25102 ACRES
TOTAL NO. OF LOTS	

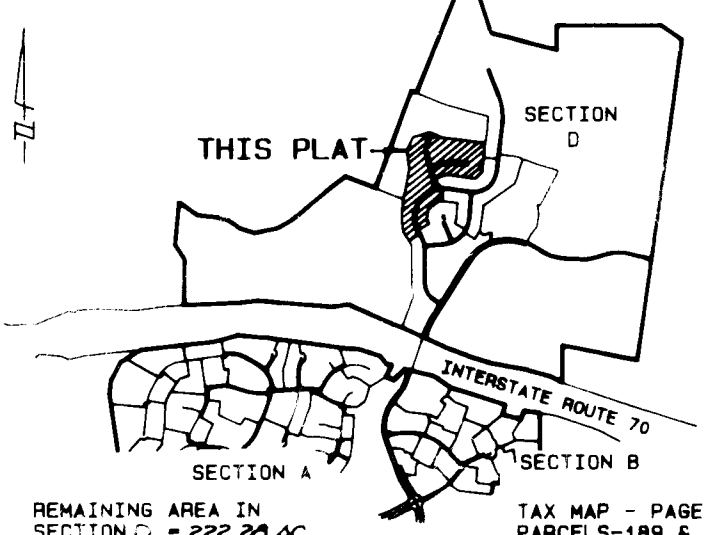
R&A
RODGERS & ASSOCIATES, INC.

15800 CRABBS BRANCH RD. (301) 448-4700 ROCKVILLE
ROCKVILLE, MD 20855 (301) 253-6609 FREDERICK
(301) 948-6256 FAX

CURVE DATA

DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DIST.
17°27'27"	50.00	15.23	407.18	N 86°55'34"W	15.18
102°48'31"	325.00	583.16	407.18	N 15°21'10"E	503.02
115°51'20"	275.00	556.07	438.94	N 30°39'28"E	407.06
21°28'37"	275.00	103.08	56.15	N 86°18'56"E	104.48
48°11'22"	25.00	41.03	11.18	N 58°51'04"W	20.41
16°22'45"	50.00	44.19	11.18	N 07°03'15"E	66.67
48°11'23"	25.00	41.03	11.18	N 72°57'33"E	20.41
21°28'37"	325.00	121.82	51.64	N 86°18'56"E	121.11
48°11'23"	25.00	21.03	11.18	N 09°40'30"E	20.41
16°22'45"	50.00	44.19	11.18	N 75°34'38"E	66.67
48°11'23"	25.00	41.03	11.18	N 38°31'14"W	20.41

VICINITY MAP
SCALE: 1" = 2000'



SURVEYOR'S CERTIFICATION

I hereby certify that the Final Plat shown hereon is correct; that it is a subdivision of a part of the land conveyed by Morris Kanfer and Arthur J. Goldberg to Radnor/Frederick Corporation, a Delaware Corporation, by deed dated June 6, 1988, and recorded among the Land Records of Frederick County, Maryland in Liber 1491 at Folio 681; and that the requirements of the Annotated Code of Maryland Real Property Book, Title 3, Subtitle 1, Section 3-108, 1974 Edition, and the requirements of the Frederick County Code Section 5-1-1, 1979 Edition, and as enacted or amended so far as it may concern the making of this plat and the setting of monuments and markers are complied with.

06-03-1992
Date

Julien P. Burt
Registered Professional Land Surveyor
Maryland Registration No. 147

OWNER'S CERTIFICATION AND DEDICATION

We, Radnor/Frederick Corporation, a Delaware Corporation, owners of the property shown and described hereon, consent to and adopt this plan of subdivision, and in consideration of the approval of this Final Plat by the Planning Commission, establish the minimum building restriction lines; and dedicate the streets, walkways, and other easements to public use, unless otherwise noted on this plat.

Further, we grant to Frederick County, Maryland such exclusive rights as necessary for the construction, reconstruction, operation, maintenance and repair of sanitary sewers and/or water mains and appurtenances within the water and/or sewer rights of ways/easements shown hereon, if any, subject to and together with conditions contained in a Deed of Easement from the grantors their successors or assigns to Frederick County, Maryland and to be recorded hereafter.

Further, we grant to Frederick County, Maryland such exclusive rights as necessary for the maintenance and repair of storm drains and appurtenances within the drainage rights of ways/easements shown hereon, if any, subject to and together with conditions contained in an Easement to Maintenance Agreement from the grantors their successors or assigns to Frederick County, Maryland and to be recorded hereafter.

We certify that there are no suits, actions of law, leases, liens, mortgages, trusts, easements, or rights of way affecting the property included in this plan of subdivision except as shown or noted hereon and that the requirements of the Annotated Code of Maryland, Real Property Book, Title 3, Subtitle 1, Section 3-108, 1974 Edition, and the requirements of the Frederick County Code, Section 5-1-1, 1979 Edition, and as enacted or amended so far as it may concern the making of this plat and the setting of monuments and markers have been complied with. Plans for community water and sewer systems and for a point of discharge have been approved by the State of Maryland Department of the Environment and all lots will be served by public water and sewer systems.

Date: March 12, 1992

RADNOR/FREDERICK CORPORATION

Attest: James E. Maxwell

Robert E. Buchanan
Robert E. Buchanan, Vice Pres.

We hereby assent to this plan of subdivision.

Teresa Wisner
Teresa Wisner
Witness

Richard R. Burgee
Richard R. Burgee Trustee
Gordon M. Burgee
Gordon M. Burgee Trustee

Antonia A. Karon
Antonia A. Karon
Witness
Margaret D. Karon
Margaret D. Karon
Witness

MARYLAND NATIONAL BANK
Margaret D. Karon
Margaret D. Karon, Trustee
Antonia A. Karon
Antonia A. Karon, Trustee

FINAL PLAT

SECTION D1- PLAT 48
LOTS 184 THRU 205, 207 THRU 211, LOT 241
AND LOTS 243 THRU 247 AND PARCEL E
SPRING RIDGE P.U.D.
LOCATED ALONG U.S. ROUTE 40
NEW MARKET (9th) ELECTION DISTRICT
FREDERICK COUNTY, MARYLAND
1" = 100'
JANUARY, 1992