



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 August 2, 2023 ADDENDUM to Contract of Sale dated between Buyer and Seller Charles F. Jenkins, Jr., Tanya Lohss Jenkins for Property known as 4705 Pleasant Grove Road, Reisterstown, MD 21136

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.

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

ADDITIONAL INCLUSIONS (SPECIFY): all vac systems and infrastructure. Onan 12 kw genes. 20 kw cummins ge

ADDITIONAL EXCLUSIONS (SPECIFY):

2. LEASED ITEM(S) INCLUDED:

- Checkboxes for leased items: Fuel Tank(s), Solar Panels, Alarm System, 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):

- Checkboxes for utilities: 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:

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

Buyer Signature Date Seller Signature Charles F. Jenkins, Jr. 8/6/2023

Buyer Signature Date Seller Signature Tanya Lohss Jenkins 8/7/2023

**BALTIMORE COUNTY NOTICES AND DISCLOSURES ADDENDUM**  
(For use with Maryland Association of REALTORS® Residential Contract of Sale)

**BUYER:** \_\_\_\_\_

**SELLER:** \_\_\_\_\_ **Charles F. Jenkins, Jr., Tanya Lohss Jenkins** \_\_\_\_\_

**PROPERTY:** \_\_\_\_\_ **4705 Pleasant Grove Road, Reisterstown, MD 21136** \_\_\_\_\_

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 County 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 County agency for information regarding such plans. For further information, contact Baltimore County Office of Planning at 410-887-3211, 401 Bosley Avenue, Suite 406, Towson, Maryland, 21204.

<https://www.baltimorecountymd.gov/Agencies/planning/masterplanning/masterplan2020download.html>

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 County or other authorities for information regarding such plans.

Buyer's Signature \_\_\_\_\_ Buyer's Signature \_\_\_\_\_

2. **DEVELOPMENT PLAN:** Buyer is hereby advised that the Property, or the area in which the Property is located, may be affected by the provisions of a development plan. To become fully informed of any current development plan affecting the Property, and in order to have an opportunity to review such development plan, Buyer should contact the appropriate Baltimore agency. For further information, contact Baltimore County Department of Permits and Development Management at 410-887-3353, 111 W. Chesapeake Avenue, Towson, Maryland, 21204.

[https://www.baltimorecountymd.gov/departments/permits/pdm\\_devmanage](https://www.baltimorecountymd.gov/departments/permits/pdm_devmanage)

3. **PANHANDLE LOTS:** Buyer is hereby advised that if the Property is a panhandle lot (as defined in Section 32-4-101 of the Baltimore County Code), the County is not responsible for maintaining the road, removing snow, or providing trash collection along the panhandle driveway. For further information, contact Baltimore County Department of Permits and Development Management at 410-887-3353, 111 W. Chesapeake Avenue, Towson, Maryland, 21204.

[https://www.baltimorecountymd.gov/departments/permits/pdm\\_devmanage/](https://www.baltimorecountymd.gov/departments/permits/pdm_devmanage/)

4. **AGRICULTURAL OPERATIONS:** If the Property is located in, or within five hundred feet (500') of an R.C. 4 zone, Buyer is hereby advised that the Property may be subject to inconvenience or discomforts arising from agricultural operations, including, but not limited to: operation of machinery of any kind (including aircraft) during any 24-hour period; the storage and disposal of manure; and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. Baltimore County shall not consider an agricultural operation to be a public or private nuisance if the operation complies with all federal, state or county health and zoning requirements and is not being conducted in a negligent manner. For further information, contact Baltimore County Department of Permits & Development Management at 410-887-3353, 111 W. Chesapeake Avenue, Towson, Maryland, 21204.

[https://www.baltimorecountymd.gov/departments/permits/pdm\\_devmanage/](https://www.baltimorecountymd.gov/departments/permits/pdm_devmanage/)

5. **BALTIMORE COUNTY TRANSFER TAX EXEMPTION FOR OWNER-OCCUPIED RESIDENTIAL PROPERTY:** Buyer and Seller are hereby advised that the Baltimore County Transfer Tax does not apply to the first Twenty-Two Thousand Dollars (\$22,000.00) of consideration payable for residentially improved owner-occupied real property. Under Baltimore law, the Buyer will receive the full benefit of this exemption, unless the Seller pays all Baltimore County transfer taxes, in which case the Seller will receive the benefit. (initial) \_\_\_\_\_ Seller agrees to pay all Baltimore County transfer taxes.

6. **NOTICE TO BUYER - SEWER AND/OR WATER SUPPLY:** Seller hereby discloses that the Property is \_\_\_\_\_ or is not   served by a public water supply and is \_\_\_\_\_ or is not   served by a public sewer system.

PROPERTY 4705 Pleasant Grove Road, Reisterstown, MD 21136

7. **PUBLIC WATER OR SEWER FACILITIES; NOTICE TO BUYERS OF REAL ESTATE IN BALTIMORE COUNTY:**

The Property is subject to a fee or assessment charged under the authority granted to developer pursuant to Section 32-4-310 of the Baltimore County Code, which purports to cover or defray the cost of installing all or part of the public water or sewer facilities constructed by the developer of the subdivision known as \_\_\_\_\_. This fee or assessment is \$ \_\_\_\_\_, payable annually in the month of \_\_\_\_\_ to \_\_\_\_\_ (name and address) (hereinafter called "lienholder") until \_\_\_\_\_. There may be a right of prepayment or discount for early payment which may be ascertained by contacting the lienholder. The fee and assessment is a contractual obligation between the lienholder and each owner of the Property, that runs with the land, and is not in any way, a fee or assessment of Baltimore County.

8. **NOTICE TO BUYER: PRIVATE WATER SUPPLY/WELL:** (a) If the Property is served by, or intended to be serviced by, a private water supply, attach separate Baltimore County Well Water Notice and Addendum (GBBR form 1451).

(b) **ELEVATED LEVELS OF NATURALLY OCCURRING RADIUM:** Buyer is notified that Baltimore County Department of Environmental Protection and Resource Management has advised that, as a result of a water quality survey, elevated levels of naturally occurring radium and uranium have been found in some wells located in the Baltimore Gneiss formation. Properties serviced by public water are not impacted. Property Owners in the affected area will be required to test new and replacement wells and, if applicable, install a treatment system (water softener or reverse osmosis), prior to being granted a Certificate of Potability and putting the well into use. There are no regulations that require private owners of existing private wells to meet US EPA drinking water standards for radioactivity. Buyer of property served by private water supply will be provided with the brochure entitled "Radionuclides & Your Well Water: A Homeowner's Guide." For a copy of a general map of Baltimore County showing the potentially affected areas or for further information, Buyer should contact the Baltimore County Department of Environmental Protection and Sustainability at 410-887-2762.

<https://www.baltimorecountymd.gov/departments/environment/groundwatermgmt/educational.html>

**Buyer to initial:**

\_\_\_\_\_ If property is served by private water supply, Buyer acknowledges receipt of the brochure entitled "Radionuclides & Your Well Water: A Homeowner's Guide"

9. **NOTICE TO BUYER - HOUSE PHYSICALLY REMOVED FROM FLOOD PLAINS:** Seller hereby discloses to Buyer that the house, building or structure which is the subject of the Contract,   has or has not  (Seller to initial applicable provision) been physically removed from a 100-year flood plain located in Baltimore County.

10. **HISTORIC OR LANDMARK PROPERTY:** Seller hereby discloses to Buyer that the Property is \_\_\_\_\_ or is not   (Seller to initial applicable provision) located within a historic district under the Baltimore County Code or does \_\_\_\_\_ or does not   (Seller to initial applicable provision) appear on the Baltimore County preliminary landmarks list or final landmarks list. **Buyer acknowledges that if the Property is located within a historic district or appears on either the Baltimore County preliminary or final landmarks list, Buyer's use of the Property shall be subject to the provision of the Baltimore County Code. For further information, contact the Baltimore County Office of Planning at (410) 887-3211, 401 Bosley Avenue, Suite 406, Towson, Maryland 21204.**

[https://www.baltimorecountymd.gov/departments/planning/historic\\_preservation/designating\\_properties.html](https://www.baltimorecountymd.gov/departments/planning/historic_preservation/designating_properties.html)

**11. RENTAL HOUSING LICENSE -BALTIMORE COUNTY:**

- (A) In Baltimore County, all buildings or a portion of a building that contain one to six dwelling units intended or designated as rental units must register and be licensed with Baltimore County on or before January 1, 2009.
- (B) A person who owns and rents a dwelling unit or a portion of a dwelling unit without a license may be subject to the denial, suspension, revocation or non-renewal of the license and/or civil penalties of \$25 per day for each day a violation occurs and \$200 per day for each day a correction notice is not complied with, and there will be a \$1,000 fine for not complying with the Rental Registration Law.
- (C) In the event a rental dwelling located in Baltimore County is sold or a change of ownership of the dwelling occurs, the new property owner is required to notify the Baltimore County Department of Permits and Development Management of the change of ownership.

<https://www.baltimorecountymd.gov/departments/permits/rentalregistration/index.html>

**12. 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 that, partially or completely, may capture surface streams), 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 <http://www.mde.maryland.gov>.

**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.**

\_\_\_\_\_  
BUYER DATE

\_\_\_\_\_  
BUYER DATE

DocuSigned by:  
*Charles F. Jenkins, Jr.*  
053EC4C08A18417

\_\_\_\_\_  
8/6/2023

SELLER Charles F. Jenkins, Jr. DATE

DocuSigned by:  
*Tanya Lohss Jenkins*  
05458AC3E9F8741E

\_\_\_\_\_  
8/7/2023

SELLER Tanya Lohss Jenkins DATE

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- The Greater Baltimore Board of REALTORS®, Inc.
- Carroll County Association of REALTORS®, Inc.
- Harford County Association of REALTORS®, Inc.
- Howard County Association of REALTORS®, Inc.

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GENERAL ADDENDUM TO CONTRACT OF SALE

FOR USE WITH THE MARYLAND ASSOCIATION OF REALTORS® RESIDENTIAL CONTRACT OF SALE FORM

Addendum Number \_\_\_\_\_ to Contract of Sale (the "Contract") dated \_\_\_\_\_

Buyer(s): \_\_\_\_\_

Seller(s): Charles F. Jenkins, Jr., Tanya Lohss Jenkins

Property: 4705 Pleasant Grove Road, Reisterstown, MD 21136

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. 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. Prior to settlement, a lender normally requires that Buyer obtain and provide a fully paid homeowner's insurance policy, a termite inspection report, and various certifications which may be applicable to improved properties. Buyer should be prepared at the time of settlement to pay the settlement costs and the balance due under the Contract. Buyer must provide cash, wired funds, bank check or certified check for amounts to be paid at settlement. In some cases, Seller may be required to provide funds in excess of the 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 should make inquiry of the title company or settlement attorney prior to settlement. Buyer should establish gas, electric and water service in Buyer's name commencing the day of settlement.

4. GROUND RENT: If a Property is subject to an existing ground rent as provided in a lease recorded among the Land Records, or if a ground rent is to be created, Seller will make those disclosures required by law by an appropriate additional clause or addendum to the Contract.

5. RENTAL: If any portion of the Property is to be rented to tenants by Buyer, the local government may require that the Property be registered prior to any rental and a yearly registration fee may be assessed by the local government. You may call the appropriate government office for further information. If the Property is now or has been rented to tenants, local laws may give the tenants certain rights to purchase the Property. These rights are set forth in the Contract. Effective October 1, 1994, certain disclosures are required regarding the presence of lead paint in certain rental properties.

6. 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, creed, age, religion, national origin, sex, marital status, familial status, physical or mental disability, occupation, sexual orientation or preference, or other protected classifications under Fair Housing Laws.

7. HOMEOWNER ASSOCIATIONS/CONDOMINIUMS: If a Property is part of a development subject to the imposition of mandatory fees as defined by the Maryland Homeowners Association Act, and/or a condominium unit, Seller will make the required disclosures by an appropriate addendum to the Contract.

8. COVENANTS AND RESTRICTIONS AFFECTING PROPERTY: 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. Such restrictions are referred to as covenants and, 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, many properties are also subject to covenants even though the Property is not subject to a Homeowners Association or Condominium Association. Buyers are encouraged to inquire as to any covenants and restrictions which may be applicable to the Property which is being considered for purchase.

9. PRIVATE AGREEMENTS: Some communities 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.

**10. WETLANDS, WATERWAYS AND/OR FLOOD PLAINS:** Buyer is advised that, if all or a portion of the Property has wetlands and/or waterways or is located in a designated flood plain, the approval of the U.S. Army Corps of Engineers (the "Corps"), the Maryland Department of Natural Resources and other federal, state or local agencies may be necessary before a building permit for either new construction or expansion or improvement of the Property can be issued. Additionally, the future use of existing improved property may be restricted due to the presence of waterways, wetlands, and/or flood plains. Information as to wetlands, waterways and/or flood plains can be obtained from the District Office of the Corps at (410) 962-3670, the Maryland Department of Natural Resources at 1-877-620-8DNR (8367) or the Office of Planning and Zoning of the county or city in which the Property is situated. The Buyer expressly assumes the risk that the Property may be subject to restrictions due to the presence of waterways, wetland, and/or flood designations.

**11. REFORESTATION:** (Note: Applicable to property containing 40,000 or more square feet of land.) Buyer is hereby advised that if Buyer intends to apply for subdivision or site plan approval or a grading or sediment control permit upon the Property, applicable City or County law may require as a condition of such approval that Buyer submit plans acceptable to the City/County for establishing new tree cover, planting trees to replace forest which has been recently removed, and conserving the cutting and clearing of trees in accordance with applicable laws and regulations.

**12. CHESAPEAKE BAY CRITICAL AREA:** If all or a portion of a Property is located within 1,000 feet of tidal waters of the Chesapeake Bay, there may be restrictions on the use and/or development of the Property. Additional information regarding the Chesapeake Bay Critical Areas is available from the Critical Areas Program established by the local government of each county in Maryland and Baltimore City.

**13. 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 email [maanoiseabatement@mdot.state.md.us](mailto:maanoiseabatement@mdot.state.md.us). 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.

**14. INSURANCE:** Buyer acknowledges that, as a condition of making a mortgage loan, lenders may require proof of hazard insurance coverage and may also require flood insurance coverage.

**15. PROPERTY CONDITION (HOME INSPECTION):** If the appropriate contingency is included in the Contract, home inspection firms may be employed to inspect the condition of the Property, including central heating and cooling systems and components, plumbing and electrical systems and components, the roofing, exterior and interior walls, ceilings and floors, foundation and/or basement (including chronic water penetration). If the Property is part of a condominium, Buyer's rights include access to the common areas to perform the inspection.

**16. PRIVATE WATER AND SEWAGE SYSTEMS:** Many properties are serviced by wells and/or private water and/or sewage systems. Local laws or lenders may require various tests and/or inspections. If the Property is serviced by any such system, this should be addressed by a separate addendum to the Contract.

**17. 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 the home can include, but are not limited to, cleaning chemicals, paint, asbestos, radon, lead paint, petroleum products, lawn and garden chemicals and indoor air pollutants that can accumulate. Hazardous materials outside the 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. Generally, additional information pertaining to these materials is available from the Maryland Department of the Environment (MDE) at (410) 537-3000.

**18. FIRE-RETARDANT TREATED PLYWOOD:** The use of fire-retardant treated (FRT) plywood as roof sheathing may result in the loss of wood strength through thermal degradation. The extent of such degradation depends upon the particular fire-retardant treatment used as well as the temperature levels and the degree of moisture present in the roof and attic systems. Additional information regarding FRT plywood is available from the National Association of Homebuilders at (800) 368-5242. For information as to whether a Property was constructed with FRT plywood, Buyer may contact the local Department of Building Inspections and Permits and/or request that a home inspector determine the condition of FRT plywood if present.

**19. RADON:** The MDE and the U.S. Environmental Protection Agency (EPA) have found levels of naturally occurring radon in some areas of Maryland that exceed the levels considered acceptable by the EPA. Studies have shown that extended exposure to high levels of radon can adversely affect your health. Radon testing firms in the area have special equipment to detect elevated levels of radon on a Property. They can also recommend actions to be taken to decrease concentrations of radon to an acceptable level. Buyer is advised to contact the Center for Radiological Health at the MDE at (410) 537-3000 for further information on radon.

**20. LEAD PAINT:** The MDE has found that many homes built before 1978 contain lead paint, the ingestion of which can be particularly dangerous. The potential dangers of lead paint may be greatly exacerbated by repairs and renovations performed without the assistance of a qualified lead paint removal specialist. Buyer is advised to contact the Lead Paint Poisoning Prevention Division of the MDE at (410) 537-3000 for further information on lead paint. Specialists are available to determine if lead paint has been used in a Property. In some cases, lead paint inspection may be mandatory.

**21. ASBESTOS:** Asbestos has been used in residential property for insulation, fireproofing, acoustical, decorative and other purposes. Common uses of asbestos include insulation around boilers and pipes, surfacing material, ceiling and floor tiles, roofing material, wallboard, and cement pipe. Improper handling or removal of asbestos during renovations or repairs may damage the asbestos and cause asbestos particles to become airborne, potentially causing health risks. Buyer is advised to contact the MDE at (410) 537-3000 for further information on asbestos.

**22. AVAILABILITY OF LIMITED WARRANTY:** A Limited Warranty may be available for purchase through a Broker. Such a Limited Warranty may provide, subject to the terms and conditions of the Limited Warranty, compensation in the event certain named components and/or appliances become inoperable or fail during a specified period of time (usually one year from settlement).

**23. NEWLY CONSTRUCTED RESIDENCES:** a) New Home Warranty Plan: If a Property is a newly constructed dwelling, Maryland law requires that Seller/Builder provide Buyer with a written statement concerning the presence or absence of a New Home Warranty (addendum will be attached); b) Insulation: Seller/Builder must inform Buyer of the location, type and thickness (R Factor) of insulation used in the walls and roof of the newly constructed residence; c) Water/Sewer Service: a Property may be subject to a fee or assessment which purports to cover or defray the cost of installing or maintaining all or part of the public water or waste water facilities serving a subdivision. This fee or assessment may be payable annually. Seller will provide Buyer with a detailed written disclosure of the amount of the fee, the duration of the fee, and any right to prepay or discount the fee.

**24. CERTIFICATIONS:** 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.

**25. FHA PREPAYMENT:** FHA regulations specify that if the loan is paid in full on the first day of a month, interest for that month is not payable, but if the loan is paid in full on any day other than the first day of a month, interest may be payable through the end of that month.

**26. NOTICES/FAX TRANSMISSIONS:** Unless otherwise provided herein or in another Addendum, any notice to Buyer shall be effective when delivered to Buyer or an agent of Buyer, and any notice to Seller shall be effective when delivered to Seller or an agent of Seller. Notices under the Contract shall be in writing, and may be hand-delivered, mailed or transmitted by an electronic medium which produces a tangible copy. An electronic copy of a signed offer, acceptance, addendum or notice shall be deemed the equivalent of the original document. While not required, it is suggested that documents with original manual signatures of the parties be forwarded to Buyer and Seller in accordance with the Contract.

Date	Buyer(s)/Tenant(s)
Date	Buyer(s)/Tenant(s)
8/6/2023	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>  <i>Charles F. Jenkins, Jr.</i>  <small>053ECFC0BA18417</small> </div>
Date	Seller(s)/Owner(s)
8/7/2023	<b>Charles F. Jenkins, Jr.</b>
Date	Seller(s)/Owner(s)
Date	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>  <i>Tanya Lohss Jenkins</i>  <small>CS456AC3EF8141E</small> </div>
Date	<b>Tanya Lohss Jenkins</b>

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- The Greater Baltimore Board of REALTORS®, Inc.
- Harford County Association of REALTORS®, Inc.
- Carroll County Association of REALTORS®, Inc.
- Howard County Association of REALTORS®, Inc.

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DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

4705 Pleasant Grove Road

Property Address: Reisterstown, MD 21136

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) (CJ) / (TW) 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) (CJ) / (TW) 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) \_\_\_\_\_ 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.

Table with 4 columns: Designated by, Date, Buyer/Tenant, Date. Rows include Charles F. Jenkins, Jr. (8/6/2023), Tanya Lohss Jenkins (8/7/2023), and Heidi Krauss (8/7/2023).





### CONSERVATION EASEMENT ADDENDUM

ADDENDUM dated \_\_\_\_\_ to Contract of Sale between Buyer \_\_\_\_\_ and Seller **Charles F. Jenkins, Jr., Tanya Lohss Jenkins** for Property known as **4705 Pleasant Grove Road, Reisterstown, MD 21136**

THE PROPERTY IS ENCUMBERED BY ONE OR MORE CONSERVATION EASEMENTS OR OTHER RESTRICTIONS LIMITING OR AFFECTING USES OF THE PROPERTY. MARYLAND LAW REQUIRES THAT THE VENDOR DELIVER TO THE BUYER COPIES OF ALL CONSERVATION EASEMENTS ON OR BEFORE THE DAY THE CONTRACT IS ENTERED INTO. THE BUYER SHOULD REVIEW ALL CONSERVATION EASEMENTS CAREFULLY TO ASCERTAIN THE BUYER'S RIGHTS, RESPONSIBILITIES AND OBLIGATIONS UNDER THE CONSERVATION EASEMENTS, INCLUDING ANY REQUIREMENT THAT AFTER THE SALE THE BUYER MUST INFORM THE OWNER OF THE CONSERVATION EASEMENT OF THE SALE OF THE PROPERTY.

"Conservation easement" means an easement, covenant, restriction, or condition on real property, including an amendment to an easement, covenant, restriction, or condition, as provided for in § 2-118 of the Real Property Article, Annotated Code of Maryland that is:

1. Owned by:
  - a. The Maryland Environmental Trust;
  - b. The Maryland Historical Trust;
  - c. The Maryland Agricultural Land Preservation Foundation;
  - d. The Maryland Department of Natural Resources;
  - e. A county or municipal corporation and is funded by the Maryland Department of Natural Resources, the Rural Legacy Program, or a local agricultural preservation program; or
  - f. A land trust ("land trust" means an organization that: (i) is a qualified organization under § 170(h)(3) of the Internal Revenue Code and regulations adopted under that section; and (ii) has executed a cooperative agreement with the Maryland Environmental Trust); or
2. Required by a permit issued by the Department of the Environment.

A Buyer who receives this notice and copies of the easements on or before entering into a contract of sale for the Property does not have a right to rescind the contract of sale based on the information received from the Seller.

A Buyer who does not receive this notice and copies of the easements on or before entering into a contract of sale for the Property, on written notice to the Seller or Seller' Agent:

1. Has the unconditional right to rescind the contract at any time before, or within 5 days after, receipt of the notice and copies of the easement; and
2. Is entitled to the immediate return of any deposits made in accordance with the contract.

Within 30 calendar days after settlement, the Buyer shall notify the owner of a Conservation Easement of the sale of the Property. The notification shall include, to the extent reasonably available:

1. The name and address of the Buyer;
2. The name of the Seller;
3. The address of the Property; and
4. The date of the sale of the Property.

Seller and Buyer shall be entitled to rely upon the conservation easement recorded in the Land Records of the County where the Property is located in satisfaction of the requirements of this Addendum.

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

Buyer Signature	Date	<small>DocuSigned by:</small>  <b>Seller Signature</b> <b>Charles F. Jenkins, Jr.</b>	8/6/2023  Date
Buyer Signature	Date	<small>DocuSigned by:</small>  <b>Seller Signature</b> <b>Tanya Lohss Jenkins</b>	8/7/2023  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 **Charles F. Jenkins, Jr., Tanya Lohss Jenkins** for Property known as **4705 Pleasant Grove Road, Reisterstown, MD 21136**

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.

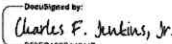
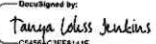
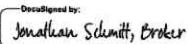
Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (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	<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="font-size: small;">           Decided by:    <small>CHARLES F. JENKINS, JR.</small> </div> <div style="text-align: right;">8/6/2023</div> </div>
Buyer's Signature	Date	<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="font-size: small;">           Decided by:    <small>TANYA LOHSS JENKINS</small> </div> <div style="text-align: right;">8/7/2023</div> </div>
Agent's Signature	Date	<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="font-size: small;">           Decided by:    <small>JONATHAN SCHMITT, BROKER</small> </div> <div style="text-align: right;">8/7/2023</div> </div>
		<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <b>Seller's Signature</b>  <b>Charles F. Jenkins, Jr.</b> </div> <div style="width: 10%; text-align: right;">Date</div> </div>
		<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <b>Seller's Signature</b>  <b>Tanya Lohss Jenkins</b> </div> <div style="width: 10%; text-align: right;">Date</div> </div>
		<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <b>Agent's Signature</b>  <b>Heidi Krauss</b> </div> <div style="width: 10%; text-align: right;">Date</div> </div>

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 4705 Pleasant Grove Road, Reisterstown, MD 21136

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 \_\_\_\_\_

**Charles F. Jenkins, Jr.**

Seller(s) \_\_\_\_\_ Date \_\_\_\_\_

**Tanya Lohss Jenkins**

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

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

**MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT**

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

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

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

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

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

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Seller Declassified by: Charles F. Jenkins, Jr. **Charles F. Jenkins, Jr.** Date 8/6/2023

Seller Declassified by: Tanya Lohss Jenkins **Tanya Lohss Jenkins** Date 8/7/2023

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 \_\_\_\_\_



**MARYLAND NON-RESIDENT SELLER  
TRANSFER WITHHOLDING TAX ADDENDUM**

ADDENDUM dated \_\_\_\_\_ to Contract of Sale

between Buyer \_\_\_\_\_

and Seller Charles F. Jenkins, Jr., Tanya Lohss Jenkins

for Property known as 4705 Pleasant Grove Road, Reisterstown, MD 21136

Seller acknowledges, pursuant to Section 10-912 of the Tax-General Article, Annotated Code of Maryland, that if Seller is: 1) a non-resident individual of the State of Maryland or is 2) a non-resident entity which is not formed under the laws of the State of Maryland and is not qualified by or registered with the Maryland State Department of Assessments and Taxation to do business in the State of Maryland, the deed or other instrument of writing that effects a change of ownership to the Property may not be recorded with the clerk of the court for a county or filed with the Maryland State Department of Assessments and Taxation unless payment is first made by the Seller in an amount equal to:

- a) 8% of the total payment to a non-resident seller; **OR**
- b) 8.25% of the total payment to a non-resident entity;

**(NOTE: The amount of the payment for a non-resident individual is subject to adjustment on a recurring basis by the Comptroller of Maryland. The amount of the payment for a non-resident entity is subject, from time to time, to change by an Act of the Maryland General Assembly. Seller acknowledges that the amount(s) as set forth in a) and b) above may be greater or lesser than the actual amount(s) due by Seller at time of settlement.)**

UNLESS each seller:

1. Certifies, in writing, under the penalties of perjury, that the Seller is a resident of the State of Maryland or is a resident entity of the State of Maryland; **OR**
2. Presents to the clerk of the circuit court for a county or the Maryland State Department of Assessments and Taxation a certificate issued by the Comptroller of the State of Maryland stating that: i) there is no tax due in connection with the sale or exchange of the Property; or ii) a reduced amount of tax is due from the Seller and the reduced amount is collected by the clerk of the circuit court for a county or the Maryland Department of Assessments and Taxation before recording or filing; **(NOTE: If Seller intends to obtain a certificate from the Comptroller's office, Seller should immediately contact the Comptroller at 1-800-MDTAXES. Obtaining the certificate requires a MINIMUM of three (3) weeks); OR**
3. Has satisfied the tax liability or has provided adequate security to cover such liability; **OR**
4. Certifies, in writing, under the penalties of perjury, that the Property being transferred is the Seller's principal residence.

As defined under Maryland law and as used in a) and b) above, the term "total payment" means the net proceeds paid to the Seller for the Property and associated tangible personal property, less: 1) debts owed by the Seller and secured by a mortgage or other lien against the Property being paid upon the sale or exchange of the Property and 2) other expenses of the Seller arising out of the sale or exchange of the Property and disclosed on a settlement statement prepared in connection with the sale or exchange of the Property. "Total payment" includes the fair market value of any property transferred to the Seller.

Decided by:  
*Charles F. Jenkins, Jr.*

Seller's Signature **Charles F. Jenkins, Jr.**

8/6/2023

Date

Decided by:  
*Tanya Lohss Jenkins*

Seller's Signature **Tanya Lohss Jenkins**

8/7/2023

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)

4705 Pleasant Grove Road

Seller in the sale of the property at: Reisterstown, MD 21136

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

Digitally signed by:  
Charles F. Jenkins, Jr.  
Signature Date

8/6/2023

Digitally signed by:  
Tanya Lohss Jenkins  
Signature Date

8/7/2023

### AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

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

4705 Pleasant Grove Road, Reisterstown, MD 21136

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  
Charles F. Jenkins, Jr.

Signature Date  
Tanya Lohss Jenkins

ADDENDUM REGARDING AGRICULTURAL TRANSFER TAX

BUYER:

SELLER: Charles F. Jenkins, Jr. and Tanya Lohss Jenkins

PROPERTY: 4705 Pleasant Grove Road, Reisterstown, MD 21136

DATE:

ADDENDUM TO CONTRACT OF SALE DATED

For valuable consideration, receipt of which is hereby acknowledged, we, the undersigned parties, hereby agree as follows:

Buyer acknowledges that he has been notified by Sellers that the Property has been assessed for farm or agricultural use under provisions of Section 8-209 of the Tax-Property Article of the Maryland Annotated Code and that the land being transferred may be subject to the Agricultural Land Transfer Tax imposed by Section 13-302 of the Tax-Property Article of the Maryland Annotated Code. Buyer shall pay any Agricultural Land Transfer Tax, including any and all related taxes and/or penalties, which may be assessed in connection with the purchase of the Property by Buyer in the event that Buyer's intended or actual use of the Property does not qualify, in whole or part, with the requirements of Baltimore County or the State of Maryland for the agricultural use assessment. Seller shall pay any Agricultural Land Transfer Tax, including any and all related taxes and/or penalties, which may be assessed in connection with any prior sales or conveyances of the Property by or to Sellers (collectively, "prior sales") or any prior removal of the Property or a portion thereof from agricultural status with Baltimore County during Seller's ownership of the Property ("Removal"); regardless of when such a determination of Sellers' Prior Sales or Removal is made or when the Agricultural Land Transfer Tax, including any and all related taxes and/or penalties, may be assessed, now or in the future.

Buyer acknowledges that he is aware that the payment of any Agricultural Land Transfer Tax assessed in connection with the purchase of the Property by Buyer may be avoided or postponed by Buyer's making a satisfactory application to the State Department of Assessments and Taxation (the "Department") that verifies Buyer's eligibility for the continuation of the agricultural land assessment and the Department's approval of such application.

Counterparts: This addendum may be signed in counterparts, which taken together shall constitute one instrument. Signatures obtained by facsimile shall be deemed to be originals.

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

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
Date

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
Date

DocuSigned by:  
*Charles F. Jenkins, Jr.*  
053ECC08A18417...

8/6/2023

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
Date

DocuSigned by:  
*Tanya Lohss Jenkins*  
C5456AC3E8141E

8/7/2023

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
Date

MARYLAND STATE DEPARTMENT of ASSESSMENTS and TAXATION
APPLICATION FOR AGRICULTURAL USE ASSESSMENT

ACCOUNT NO \_\_\_\_\_ DISTRICT \_\_\_\_\_ MAP \_\_\_\_\_ PARCEL \_\_\_\_\_ LOT \_\_\_\_\_ SUBDIVISION \_\_\_\_\_ ACREAGE \_\_\_\_\_

1. Name of owner(s): \_\_\_\_\_

2. Is owner age 70 or older? [ ] Disabled? [ ]

3. Property Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

4. Telephone Number: \_\_\_\_\_ Email \_\_\_\_\_

5. Total acreage requested at agricultural rates: \_\_\_\_\_

Acreage in crops: \_\_\_\_\_ Type of Crop: \_\_\_\_\_

Acreage in pasture: \_\_\_\_\_

Acreage in a government program: \_\_\_\_\_ Acreage in woodland: \_\_\_\_\_

Name of private or governmental forestry program that the tract is under: \_\_\_\_\_

Number and type of livestock or poultry: (i.e. 3 cattle (specify beef or dairy), 10 sheep) \_\_\_\_\_

6. Amount of last harvest for each crop: \_\_\_\_\_

7. Gross sales last year if farm is under five (5) acres:

A. Crops: \$ \_\_\_\_\_

D. Poultry Products: \$ \_\_\_\_\_

B. Livestock: \$ \_\_\_\_\_

E. Aquaculture: \$ \_\_\_\_\_

C. Livestock Products: \$ \_\_\_\_\_

F. Other; Specify: \_\_\_\_\_ \$ \_\_\_\_\_

8. Name and address of person conducting farm operation if other than owner: \_\_\_\_\_

9. Is this acreage adjacent to other farm property which you own or which is owned by an immediate family member?

Yes [ ] No [ ] If yes, give Name of family member \_\_\_\_\_

Relationship \_\_\_\_\_ Property address \_\_\_\_\_

10. Did you complete Schedule F in your Federal Income Tax Return? Yes [ ] No [ ]

11. Is there a current, written Nutrient Management Plan covering the land at issue: Yes [ ] No [ ]

If no, will a plan be created: Yes [ ] No [ ] Approximate Date of obtaining a Plan \_\_\_\_\_

Question #11 is for use by the Department of Agriculture: nm.sdat@maryland.gov

I certify that the above statements are true and correct and that I understand it is my responsibility to notify the Supervisor of Assessments if agricultural use of the land described above is discontinued.

Signature of Owner: \_\_\_\_\_ Date: \_\_\_\_\_

CAUTION: A transfer of any portion of the above-described land may require imposition of an agricultural transfer tax. SEE TAX PROPERTY ARTICLE, SECTION 13-301 - 13-308, ANNOTATED CODE OF MARYLAND.

This form seeks information for the purpose of an agricultural use assessment on the indicated property. Failure to provide this information will result in denial of your application. However, some of this information would be considered a "personal record" as defined in State Government Article, § 10-624. Consequently, you have the statutory right to inspect your file and to file a written request to correct or amend any information you believe to be inaccurate or incomplete. Additionally, personal information provided to the State Department of Assessments and Taxation is not generally available for public review. However, this information is available to officers of the State, county, or municipality in their official capacity and to taxing officials of any State or the federal government, as provided by statute. Additionally, if your property would be used by the State Department of Assessments and Taxation as a comparable for purposes of establishing the value of another property in a hearing before the Maryland Tax Court, the requested information or a portion thereof, may have to be provided to the owner of that other property.

Submit to the appropriate office where the property is located; a list of offices is attached.

MARYLAND STATE DEPARTMENT OF ASSESSMENTS & TAXATION  
**REAL PROPERTY DIVISION**

Listed below are the mailing addresses for local assessment offices

ASSESSMENT OFFICE MAILING ADDRESSES	PHONE	FAX	EMAIL
Alliegany County Assessments 112 Baltimore Street, 3rd Floor, Cumberland, MD 21502	(301) 777-2108	(301) 777-2052	sdatt.alle@maryland.gov
Anne Arundel County Assessments 45 Calvert St., 3rd Floor, Annapolis, MD 21401	(410) 974-5709	(410) 974-5738	sdatt.aa@maryland.gov
Baltimore City Assessments Wm. Donald Schaefer Tower, 6 Saint Paul Street, Baltimore, MD 21202	(410) 767-8250	(410) 333-4626	sdatt.baltcity@maryland.gov
Baltimore County Assessments Hampton Plaza, 300 E Joppa Road, Suite 602, Towson, MD 21286	(410) 512-4900	(410) 321-4148	sdatt.bico@maryland.gov
Calvert County Assessments State Office Bldg. 200 Duke Street, Room 1200, Prince Frederick, MD 20678	(443) 550-6840	(443) 550-6850	sdatt.calv@maryland.gov
Caroline County Assessments Denton Multi-Service Center, 207 South 3rd St, Denton, MD 21629	(410) 819-4450	(410) 819-4441	sdatt.crln@maryland.gov
Carroll County Assessments 15 E Main Street, Suite 229, Westminster, MD 21157	(410) 857-0600	(410) 857-0128	sdatt.carl@maryland.gov
Cecil County Assessments District Court Multi-Service Center, 170 East Main Street, Elkton, MD 21921	(410) 996-2760	(410) 996-2770	sdatt.cec@maryland.gov
Charles County Assessments Southern Maryland Trade Center, 101 Catalpa Drive Suite 101A, LaPlata, MD 20646	(301) 932-2440	(301) 932-2189	sdatt.char@maryland.gov
Dorchester County Assessments 501 Court Lane, PO Box 488, Cambridge, MD 21613	(410) 228-3380	(410) 228-3704	sdatt.dor@maryland.gov
Frederick County Assessments 5310 Spectrum Dr, Suite E, Frederick, MD 21703	(301) 815-5350	(301) 663-8941	sdatt.fred@maryland.gov
Garret County Assessments County Courthouse 317 East Alder St., Room 106, PO BOX 388, Oakland, MD 21550	(301) 334-1950	(301) 334-5018	sdatt.gar@maryland.gov
Harford County Assessments Mary E.W. Ristreau District Court Multi-Service Center, 2 South Bond Street, Suite 400, Belair, MD 21014	(410) 836-4800	(410) 838-5914	sdatt.harf@maryland.gov
Howard County Assessments District Court Multi-Service Center, 3451 Court House Dr, Ellicott City, MD 21043	(410) 480-7940	(410) 480-7960	sdatt.how@maryland.gov
Kent County Assessments 114-A Lynchburg Street, Chestertown, MD 21620	(410) 778-1410	(410) 778-1525	sdatt.kentco@maryland.gov
Montgomery County Assessments 30 W. Gude Drive, Suite 400, Rockville MD 20850	(240) 314-4510	(301) 424-3864	sdatt.mont@maryland.gov
Prince George's County Assessments 14735 Main Street, Suite 354B, Upper Marlboro, MD 20772	(301) 952-2500	(301) 952-2955	sdatt.princeg@maryland.gov
Queen Anne's County Assessments Carter M. Hickman District Court Multi-Service Center, 120 Broadway Suite 7, Centreville, MD 21617	(410) 819-4160	(410) 819-4170	sdatt.qaco@maryland.gov
St Mary's County Assessments Carter Building, 23110 Leonard Hall Drive, Room 2059, PO Box 1509 Leonardtown, MD 20650	(301) 880-2900	(301) 475-4856	sdatt.stm@maryland.gov
Somerset County Assessments 11545 Somerset Avenue, Princess Anne, MD 21853	(410) 651-0868	(410) 651-1995	sdatt.som@maryland.gov
Talbot County Assessments 29466 Pintail Drive, Suite 12, Easton, MD 21601	(410) 819-5920	(410) 822-0048	sdatt.talb@maryland.gov
Washington County Assessments 3 Public Square, Hagerstown, MD 21740	(301) 791-3050	(301) 791-2925	sdatt.wash@maryland.gov
Wicomico County Assessments Salisbury District Court Multi-Service Center, 201 Baptist Street, Box 8 Salisbury, MD 21801	(410) 713-3560	(410) 713-3570	sdatt.wic@maryland.gov
Worcester County Assessments One West Market Street, Rm. 1202, Snow Hill, MD 21863	(410) 632-1196	(410) 632-1366	sdatt.wor@maryland.gov

**ALL ASSESSMENT OFFICES ARE OPEN MONDAY - FRIDAY 8:00 AM - 4:30 PM,  
EXCEPT BALTIMORE CITY WHICH IS OPEN 8:00 AM - 5:00 PM**

For a complete list of office locations visit <http://dat.maryland.gov/realproperty/Pages/Maryland-Assessment-Offices.aspx>

Revised: 8/20/18



MARYLAND STATE DEPARTMENT OF ASSESSMENTS & TAXATION

AGRICULTURAL DECLARATION OF INTENT

ACCOUNT # \_\_\_\_\_ DISTRICT \_\_\_\_\_ MAP \_\_\_\_\_ BLOCK \_\_\_\_\_ PARCEL \_\_\_\_\_

NAMES: \_\_\_\_\_

LOCATION: \_\_\_\_\_

ACREAGE: \_\_\_\_\_

I, (WE) \_\_\_\_\_, THE PURCHASER OF THE REAL PROPERTY LOCATED AT \_\_\_\_\_

AND DESCRIBED AS \_\_\_\_\_

HEREBY DECLARE MY INTENTION TO CONTINUE AND/OR PLACE INTO AGRICULTURAL USE THE ABOVE PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF SECTION 8-209 OF THE TAX-PROPERTY ARTICLE FOR A PERIOD OF AT LEAST FIVE (5) CONSECUTIVE FULL TAXABLE YEARS FOLLOWING THIS DATE.

IF THE LAND DOES NOT REMAIN IN AGRICULTURAL USE, THE OWNER MUST NOTIFY THE DEPARTMENT OF ASSESSMENTS AND TAXATION UNDER THE PENALTIES OF PERJURY. FAILURE TO COMPLY WITH THE REQUIREMENTS FOR AGRICULTURAL USE ASSESSMENT DURING THE FIRST FIVE (5) FULL TAXABLE YEARS FOLLOWING THE TRANSFER WILL REQUIRE THE IMPOSITION OF THE AGRICULTURAL TRANSFER TAX, IT WILL BE BASED UPON A CURRENT FAIR MARKET VALUE APPRAISAL AND A 10% PENALTY. THE CEASING OF AGRICULTURAL ACTIVITIES OR THE CONSTRUCTION OF NON-AGRICULTURAL IMPROVEMENTS (STRUCTURES) OR SITE IMPROVEMENTS ON ALL OR PART OF THE PARCEL IS A VIOLATION OF THE DECLARATION. A VIOLATION OF THE DECLARATION OF INTENT SUBJECTS THE PROPERTY TO A TAX PENALTY.

**I (WE) DECLARE, UNDER THE PENALTIES OF PERJURY, THAT THIS DECLARATION (INCLUDING ANY ACCOMPANYING FORMS AND STATEMENTS) HAS BEEN EXAMINED BY ME (US) AND THE INFORMATION CONTAINED HEREIN, TO THE BEST OF MY (OUR) KNOWLEDGE, INFORMATION, AND BELIEF, IS TRUE, CORRECT AND COMPLETE.**

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Revised 5/2006

This form seeks information for the purpose of an Agricultural Declaration of Intent. Failure to provide this information will result in denial of your application. However, some of this information would be considered a "personal record" as defined in State Government Article, §10-624. Consequently, you have the statutory right to inspect your file and to file a written request to correct or amend any information you believe to be inaccurate or incomplete. Additionally, personal information provided to the State Department of Assessments and Taxation is not generally available for public review. However, this information is available to officers of the State, county or municipality in their official capacity and to taxing officials of any State or the federal government, as provided by statute. Additionally, if your property would be used by the State Department of Assessments and Taxation as a comparable for purposes of establishing the value of another property in a hearing before the Maryland Tax Court, the requested information, or a portion thereof, may have to be provided to the owner of that other property.

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Carroll County Assessments 15 E Main Street, Suite 229, Westminster, MD 21157	(410) 857-0600	(410) 857-0128	sdatt.carl@maryland.gov
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St Mary's County Assessments Carter Building, 23110 Leonard Hall Drive, Room 2059, PO Box 1509 Leonardtown, MD 20650	(301) 880-2900	(301) 475-4856	sdatt.stm@maryland.gov
Somerset County Assessments 11545 Somerset Avenue, Princess Anne, MD 21853	(410) 651-0868	(410) 651-1995	sdatt.som@maryland.gov
Talbot County Assessments 29466 Pintail Drive, Suite 12, Easton, MD 21601	(410) 819-5920	(410) 822-0048	sdatt.talb@maryland.gov
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Revised: 8/20/18



# 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

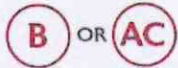
#### IF HARDWIRED ALTERNATING CURRENT (AC) ALARM:

- 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



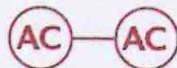
Located:  
Each hallway outside  
bedroom(s)

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



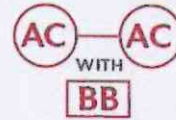
Located:  
Each hallway outside  
bedroom(s)

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



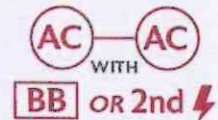
Located:  
Each hallway outside  
bedroom(s)

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)



05  
CFJ  
05  
TW



**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/mgaweb/Laws/StatuteText?article=gps&section=9-101&enactments=false>. Buyer may contact the local fire marshal to obtain additional information about the smoke alarm law.

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

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



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