

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 between Buyer	02/23/2023	 ADDENDUM to Contract of Sa 	lle dated
and Seller Sofia A. Vasiliades		Anthony G. V	asiliades
for Property known as 7515 Days	Woods Court, Kings	/ille, MD 21087	3
[] Ceiling Fan(s) # [] []	detectors, as applicable d or stored upon the project Exist. W/W Carpet Fireplace Screens/Doors Fireplace Equipment Freezer Furnace Humidifier Garage Opener(s) # 4 Garage remote(s) #	e). Certain other now existing is perty, are included if box below [] Playground Equipment [] Pool, Equipment & Cover [[/] Refrigerator(s) # _ /	tems which may be considered is checked. [] TV Antenna [] Trash Compactor [V] Wall Mount TV Brackets [] Wall Oven(s) # [V] Water Filter [V] Water Softener
ADDITIONAL INCLUSIONS (SPEC	The second secon		
2. LEASED ITEM(S) INCLUDED: [] Fuel Tank(s) [] Solar Panels [] Alarm System [] Water Treatment System ADDITIONAL TERMS AND/OR INF		[] Other	
3. UTILITIES: WATER, SEWAGE Water Supply [] Public Sewage Disposal [] Public Heating [X] Gas Hot Water [X] Gas Air Conditioning [] Gas Utility Service Providers:	[X] Well [X] Septic [[] Electric [[X] Electric [[X] Electric] Other] Oil [] Heat Pump [] Oil [Other Other Other
	and conditions of the C	contract of Sale remain in full fo	rce and effect. 2/25/2025
Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Anthony G. Vasiliades Seller Signature	2/26/2025

REALTOR

Page 1 of 1 1/23

EDUAL HOUSING DEPOSITUATE

Fax:

GENERAL ADDENDUM TO CONTRACT OF SALE

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

Addendum dated	March 7, 2025	to Contract of Sal	e (the "Contract') dated	
Buyer(s):	siliadas Authory C	N M111-1	1000	
Seller(s): Sofia A. Va Property: 7515 Days				
Toperty. 1313 Days	woods Court, King	SVIIIE, IVID 21007		
under the laws of the agreement. The origi expressed in writing.	e State of Maryland nal terms of the Co All parties have the ney do not understar	 Once signed by the ntract can only be a eright to be represent and any term(s) of the 	operty is required to be in writing parties, the Contract become litered thereafter with the agreemented by an attorney and are expected. The broker/agent is a	es a legally binding ement of the parties encouraged to seek
ordinances and/or re broker/agent is desig unimproved residentia Sale form may not ac	strictive covenants a gned and intended f al property. If Buyer i dequately serve to p	applicable to the pro for use only in the ntends to use a prop rotect Buyer's interes	limited or restricted as a result of perty. The Contract of Sale for purchase and sale of single-facerty for any other purpose, the sets without the addition of an alternative but the sets without the sets with	orm provided by the amily residences or standard Contract of ppropriate clause or
subject to certain re improvements to the Association or Cond Restrictions as well a	estrictions applicable Property referred to cominium Association is the Bylaws of the company of the company in the company in the company is the company in	e to the use of the to as covenants. In n, the covenants a Association. Howeve	whether new or re-sale, located Property as well as the conthe case of Property subject re contained in a Declaration er, other properties may be subjectation. Seller Acknowledges	struction of certain to a Homeowners of Covenants and ect to covenants as
The property/	/ IS or/_	IS NOT part of a	a recorded subdivision with restr	ictive covenants.
The property/_	IS or/_	IS NOT part of a	a <u>voluntary</u> Community Associa	ation.
The Seller is unawa associations/_	are of the property Seller Initials	as being part of a	any restrictive covenants or vo	oluntary community
Current voluntary fees Annually/ Quarte	s or assessments for erly/ Monthly (chec	the community assock one)	ociation are \$	
Name of Association				
			Email	

- **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 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.

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

Additional information regarding Radon can be found at

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

Additional information regarding asbestos can be found at

https://mde.maryland.gov/programs/air/asbestos/pages/factsaboutasbestos.aspxv or buyer can contact the MDE at (410) 537-3000 for further information on asbestos.

Date	Buyer _		
Date	Buyer _		
Date2/25/2025	Seller	Signed by: Sofa Vasiliades 375000000000000000000000000000000000000	
Date2/26/2025	Seller	Signed by: Anthony G. Vasiliades 7.188037015385460	

This form has been prepared for the sole use of the following Boards/Associations of REALTORS? and their members. Each Board/Association, 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.

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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BALTIMORE COUNTY NOTICES AND DISCLOSURES ADDENDUM

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

BUYER:	
SELLER: Sofia A. Vasiliades	Anthony G. Vasiliades
PROPERTY: 7515 Days Woods Court, Kingsville, MD 21087	
1. MASTER PLAN: Buyer is hereby advised that the Property, or the a provisions of the current Baltimore County Master Plan. You may wish current and future land use plans, facilities plans, public works plans or so County agency for information regarding such plans. For further information 887-3211, 401 Bosley Avenue, Suite 406, Towson, Maryland, 21204.	to review the Master Plan. To become fully informed of
https://www.baltimorecountymd.gov/Agencies/planning/masterplanning/ma	sterplan2020download.html
Buyer acknowledges that Seller has informed Buyer that (a) the Property r Buyer may wish to review the Master Plan, and (b) in order to become full plans, public works plans, school plans, or other plans affecting the Proper Baltimore County or other authorities for information regarding such plans.	ly informed of current and future land use plans facilities
Buyer's Signature Buyer's Signature	ature
2. DEVELOPMENT PLAN: Buyer is hereby advised that the Property, or by the provisions of a development plan. To become fully informed of any order to have an opportunity to review such development plan, Buyer shorinformation, contact Baltimore County Department of Permits and Develop Avenue, Towson, Maryland, 21204.	y current development plan affecting the Property, and in uld contact the appropriate Baltimore agency. For further
https://www.baltimorecountymd.gov/departments/permits/pdm_devmanage	
3. PANHANDLE LOTS: Buyer is hereby advised that if the Property is Baltimore County Code), the County is not responsible for maintaining the the panhandle driveway. For further information, contact Baltimore County 410-887-3353, 111 W. Chesapeake Avenue, Towson, Maryland, 21204.	road, removing snow, or providing trash collection along
https://www.baltimorecountymd.gov/departments/permits/pdm_devmanage/	
4. AGRICULTURAL OPERATIONS: If the Property is located in, or we hereby advised that the Property may be subject to inconvenience or disconnot limited to: operation of machinery of any kind (including aircraft) during and the application by spraying or otherwise of chemical fertilizers, soil a shall not consider an agricultural operation to be a public or private nuisance health and zoning requirements and is not being conducted in a negligent in Department of Permits & Development Management at 410-887-3353, 111 Management at 410-887-3	imforts arising from agricultural operations, including, but g any 24-hour period; the storage and disposal of manure; imendments, herbicides and pesticides. Baltimore County e if the operation complies with all federal, state or county nanner. For further information, contact Baltimore County
https://www.baltimorecountymd.gov/departments/permits/pdm_devmanage/	
5. BALTIMORE COUNTY TRANSFER TAX EXEMPTION FOR Buyer and Seller are hereby advised that the Baltimore County Transfer Tax (\$22,000.00) of consideration payable for residentially improved owner-occareceive the full benefit of this exemption, unless the Seller pays all Baltimore County Transfer Tax (\$22,000.00) of consideration payable for residentially improved owner-occareceive the full benefit of this exemption, unless the Seller pays all Baltimore County Transfer Tax EXEMPTION FOR	does not apply to the first Twenty-Two Thousand Dollars supied real property. Under Baltimore law, the Buyer will more County transfer taxes, in which case the Seller will

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 7515 Days Woods Court, Kingsville, MD 21087
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
(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/groundwatermgt/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 have the provision been physically removed from a 100-year flood plain located in Baltimore County. (Seller to initial applicable provision)
10. HISTORIC OR LANDMARK PROPERTY: Seller hereby discloses to Buyer that the Property is or is not or does (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

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 PROVDIES CERTAIN REMEDIES FOR PROPERTY IMPACTED BY DEWATERING.

BUYER	DATE
BUYER	DATE
Sofa Vasiliades	2/25/2025
SELLER Signed by:	DATE
Anthony G. Vasiliades	2/26/2025
SELLER	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.

FORM 1600 (REV. 09/2021) ©2021 The Greater Baltimore Board of REALTORS®, Inc.







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

Property Address: 7515 Days Woods	Court, Kingsville, N	MD 21087	
1978 OR / date of const FEDERAL LEAD WARNING STATEMENT built prior to 1978 is notified that such proper lead paint dust may place young children at a produce permanent neurological damage impaired memory. Lead poisoning also post property is required to disclose to the buy with any information on lead-based paint h	TO INITIAL APPLICAB ruction is uncertain. I: A buyer/tenant of any inty may contain lead-based risk of developing lead poise, including learning disases a particular risk to prever/tenant the presence of pazards from risk assessmet on lead poisoning prever	terest in residential real property on which a red paint and that exposure to lead from lead-base coning if not managed properly Lead poisoning bilities, reduced intelligence quotient, behavignant women. The seller/landlord of any intelligence has and to properly lead-based paint hazards and to properly or inspections in the seller's/landlord's ention. It is recommended that a buver condi-	sidential dwelling was ed paint, paint chips or in young children may vioral problems, and rest in residential real vide the buyer/tenant
Seller's/Landlord's Disclosure			
(a) Presence of lead-based paint and/or lea	ad-based paint hazards (i d-based paint and/or lead	nitial (i) or (ii) below): -based paint hazards are present in the housi	ng (explain).
(b) Records and reports available to the se	eller (initial (i) or (ii) below)	f lead-based paint and/or lead-based paint had): urchaser/tenant with all available records and	
lead-based paint and/or lead-based pa	int hazards in the housing	i (list documents below).	
nazards in the housing.		The second secon	paint
Buyer's/Tenant's Acknowledgment (initia	(0.0. 4)		
(c)/Buyer/Tenant l	nas received copies of all	information listed in section (b)(i) above, if any	<i>1.</i>
	has received the pamphle	t Protect Your Family from Lead In Your Home	э.
(e) Buyer has (initial (i) or (ii) below):			
(i)/received inspection	a 10-day opportunity (or on for the presence of lead	mutually agreed upon period) to conduct a -based paint and/or lead-based paint hazards	a risk assessment or
(ii)/ waived the and/or le Agent's Acknowledgment (initial)	e opportunity to conduct a ead-based paint hazards.	risk assessment or inspection for the present	e of lead-based paint
(f) Agent has informed the Sel his/her responsibility to ensure compliance. Certification of Accuracy The following parties have reviewed the ir		s/Landlord's obligations under 42 U.S.C. 485	
provided is true and accurate.	2/25/2025		
Sofa Vastiades Seller/Landlord	Date	Buyer/Tenant	Data
—squrety. Anthony G. Vasiliades	2/26/2025	Bayentenant	Date
Seller/Landlord	Date	Buyer/Tenant	Date
Jonathan Schmitt, Broker	2/25/2025		
Seller's/Landlord's Agent	Date	Buyer's/Tenant's Agent	Date
-			

10/17

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

ADDENDUM	dated		to the Contract of Sale
between Buy			to the contract of Sale
and Seller _	Sofia A. Vasiliades	Anthony G. Vasiliades	for Property
known as	7515 Days Woods Court, Kingsville,	MD 21087	

NOTE: This notice does <u>not</u> 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:
 - 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.





Fax:

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:

- 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.

		Sofa Vasiliades	2/25/2025
Buyer's Signature	Date	Seller's Signature	Date
		Anthony G. Vasiliades	2/26/2025
Buyer's Signature	Date	Seller's Signature	Date
		Signed by: Jonathan Schmitt, Broker	2/25/2025
Agent's Signature	Date	Agent's Signature	Date

Page 2 of 2 1/23

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MARYLAND RESIDENTIAL P	PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT
Property Address: 7515 Days Woods Court,	Kingsville, MD 21087
Legal Description:	
NOT	ICE TO SELLER AND PURCHASER
property "as is" and makes no representations or water except as otherwise provided in the contract of sale, STATEMENT disclosing defects or other informations.	otated Code of Maryland, requires the seller of certain residential real property to AL PROPERTY DISCLAIMER STATEMENT stating that the seller is selling the arranties as to the condition of the property or any improvements on the real property, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE ation about the condition of the real property actually known by the seller. Certain this requirement (see the exemptions listed below).
The initial sale of single family reside A. that has never been occupied.	
 A transfer that is exempt from the tran of sales under §13-207(a) (11) of the the Tax-Property Article; 	nsfer tax under §13-207 of the Tax-Property Article, except land installment contracts Tax-Property Article and options to purchase real property under §13-207(a)(12) of
 A sale by a lender or an affiliate or su foreclosure; 	absidiary of a lender that acquired the real property by foreclosure or deed in lieu of
A transfer by a fiduciary in the course	reclosure, partition, or by court appointed trustee; of the administration of a decedent's estate, guardianship. conservatorship, or trust; real property to be converted by the buyer into use other than residential use or to
property or an improvement to real property that: (1) A purchaser would not reasonably be exited. (2) Would pose a direct threat to the health (i) the purchaser; or	information about latent defects in the property that the seller has actual knowledge of alling the property "as is." "Latent defects" are defined as: Material defects in real expected to ascertain or observe by a careful visual inspection of the real property; and the or safety of: including a tenant or invitee of the purchaser.
MARYLAND RESID	ENTIAL PROPERTY DISCLOSURE STATEMENT
You may wish to obtain professional advice or inspinded in the property active may wish to obtain professional advice or inspinded investigation or inspection of the property our personal knowledge of the condition of the property of the professional knowledge of the condition of the professional knowledge.	
Sellers as of the date noted. Disclosure by the Selle and you may wish to obtain such an inspection. The	ovided is the representation of the Sellers and is based upon the actual knowledge of ers is not a substitute for an inspection by an independent home inspection company, the information contained in this statement is not a warranty by the Sellers as to the 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 Water Supply Public V Sewage Disposal Public S	
Air Conditioning Oil Natur	

2022 KRPB Listing

Page 1 of 4

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
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? When was the system last pumped? Date Unknown 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:
In exterior walls?
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? Comments:	Yes No Unknown
Any treatments or repairs? Yes No Any warranties? Yes No Comments:] Unknown] Unknown
14. Are there any hazardous or regulated materials (including, but not lim underground storage tanks, or other contamination) on the property? If yes, specify below Comments:	Yes No Unknown
15. If the property relies on the combustion of a fossil fuel for heat, we monoxide alarm installed in the property? [] Yes [] No [] Unknown Comments:	rentilation, hot water, or clothes dryer operation, is a carbon
16. Are there any zoning violations, nonconforming uses, violation of bunrecorded easement, except for utilities, on or affecting the property? If yes, specify below Comments:	Yes No Unknown
16A. If you or a contractor have made improvements to the prope	rty, were the required permits pulled from the county or Not Apply [] Unknown
17. Is the property located in a flood zone, conservation area, wetland District? Yes No Unknown If yes, spec Comments:	d area, Chesapeake Bay critical area or Designated Historic ify below
18. Is the property subject to any restriction imposed by a Home Owners [_] Yes [_] No [_] Unknown If yes, spec Comments:	Association or any other type of community association?
19. Are there any other material defects, including latent defects, affectin [] Yes [] No [] Unknown Comments:	
NOTE: Seller(s) may wish to disclose the condition of RESIDENTIAL PROPERTY DISCLOSURE STATEMENT	other buildings on the property on a separate
The seller(s) acknowledge having carefully examined this statistic complete and accurate as of the date signed. The seller(s) of their rights and obligations under §10-702 of the Maryland	further acknowledge that they have been informed
Seller(s)	Date
Seller(s)	Date
The purchaser(s) acknowledge receipt of a copy of this disc have been informed of their rights and obligations under §10	losure statement and further acknowledge that they 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 t	the seller(s) have actual knowledge of any latent defects? [] Ye	es sul AAU No	If yes, specify:
none	that we know of		
Seller	Sofa Vasiliades	Date	2/25/2025
Seller	Signed by:		2/26/2025
The pu	archaser(s) acknowledge receipt of a copy of this disclaimer state the een informed of their rights and obligations under §10-702 of the	tement and fu e Maryland R	rther acknowledge that they eal Property Article.
Purcha	aser	Date	
Purcha	aser	Date	

Page 4 of 4

FORM: MREC/DLLR: Rev 07/31/2018



MARYLAND NON-RESIDENT SELLER TRANSFER WITHHOLDING TAX ADDENDUM

ADDENDUM dated	to Contract of Sale		
between Buyer			
and Seller Sofia A. Vasiliades	Anthony G. Vasiliades		
for Property known as 7515 Days Woods Court, Kingsville, MD 21087			

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.

Sofa Vasiliades	2/25/2025
Seller's Signature	Date
Anthony G. Vasiliades	2/26/2025
Seller's Signature	Date





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1/20

Fax:



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 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-wiredmay 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







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 <u>buyer</u> 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 <u>seller</u> 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.

Phone: (410) 329-9898

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.

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) Seller in the sale of the property at: 7515 Days Woods Court, Kingsville, MD 21087 Buyer in the purchase of a property listed for sale with the above-referenced broker. 2/25/2025 2/26/2025 Anthony G. Vasiliades Signature Date Signature Date AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY The undersigned Buyer(s) hereby affirm(s) consent to dual agency for the following property: 7515 Days Woods Court, Kingsville, MD 21087 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

2 of 2

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

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

BB OR 2nd

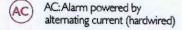
BE AWARE!

- · 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

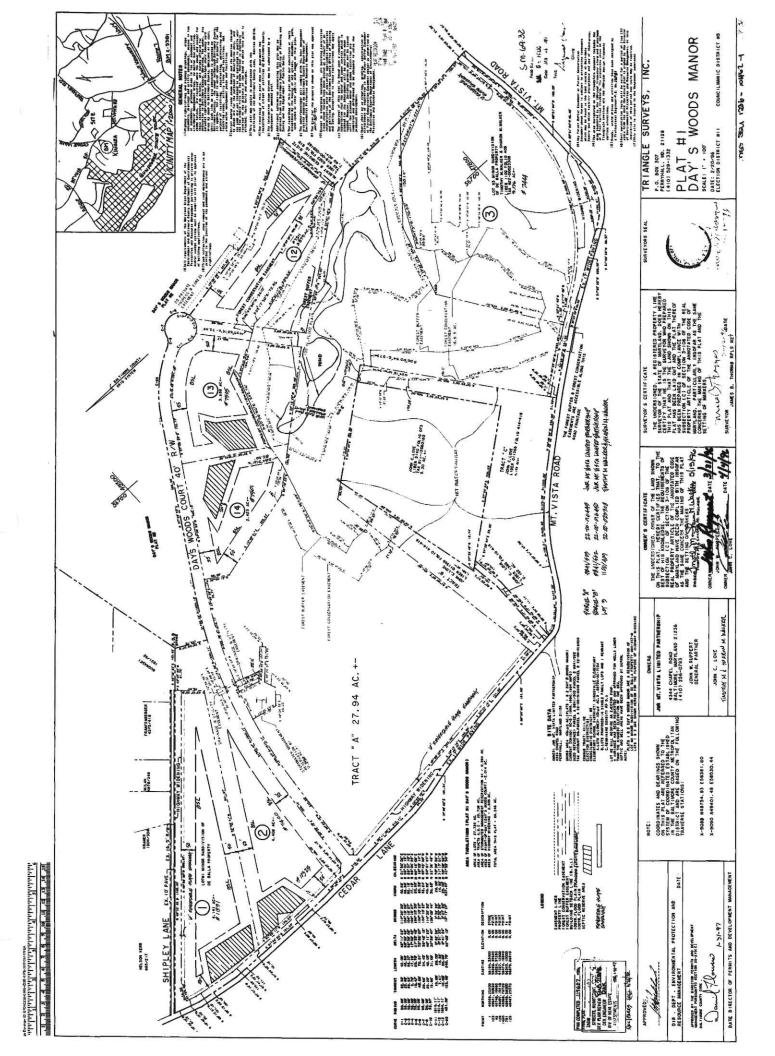
B: Battery powered alarm

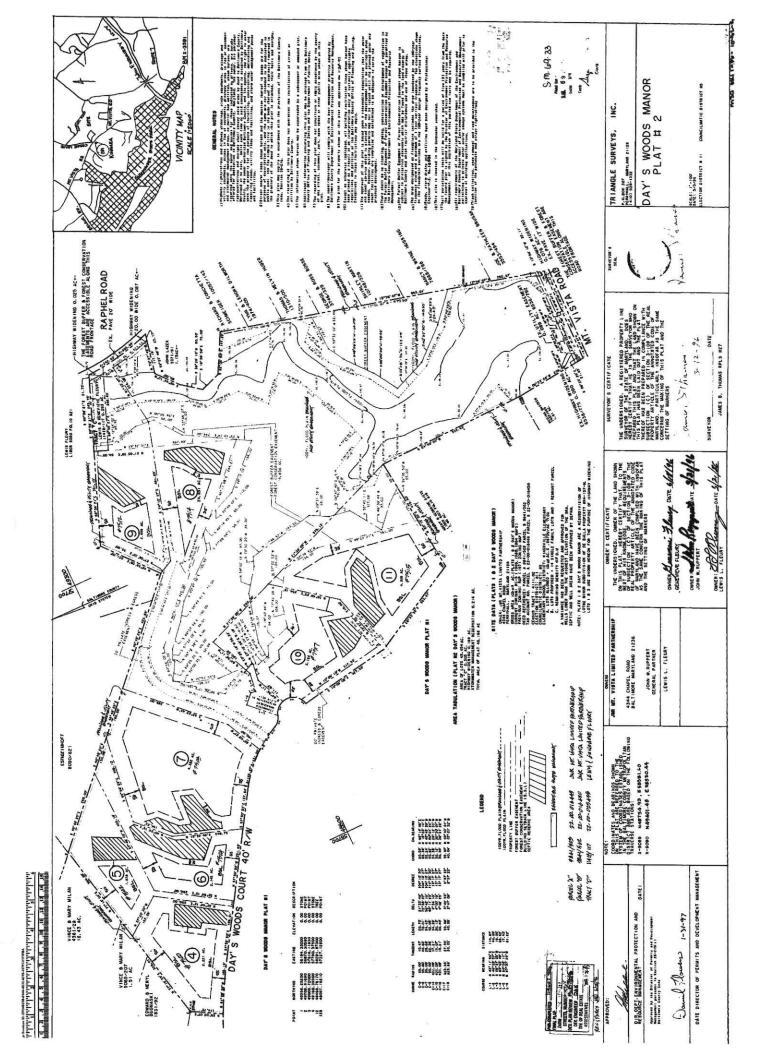


AC-AC: Hardwired interconnected alarm

BB: Battery Backup

Alternate secondary power source 2nd (i.e.WiFi or Radio Frequency)





oa, eart000Nexet/le

DECLARATION

Conditions, Covenants, Restrictions, Basements, and Liens Affecting the Real Property Known as

DAY'S WOODS MANOR

1996, by JWR MT. VISTA LIMITED PARTNERSHIP, of 4344 Chapel Road, Baltimore, Maryland, 21236, hereinafter called "the Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of real property located in the Eleventh (11th) Election District of Baltimore County, State of Maryland, which has been subdivided into single family lots, as shown on the development plan of "DAY'S WOODS MANOR" (formerly "THE DeBALLA PROPERTY"), as may be amended from time to time, and is more fully described on Plats One (Plat #1) and Two (Plat #2) of "DAY'S WOODS MANOR," which plats, subject to revision, are to be recorded among the Plat Records of Baltimore County; and

DECLARATION
OF

Conditions, Covenants, Restrict and Liens Affecting the Real Interpretation of the Partners of the Baltimore County, State of Maryland, 21236, hereinafter called "the Declarant."

WITNESSE

WHEREAS, the Declarant is the owner of the Election District of Baltimore County, State of Maryland plans of "DADEBALLA PROPERTY"), as may be amended from on Plats One (Plat #1) and Two (Plat #2) of "DAY'S to revision, are to be recorded among the Plat Recommendation of the maintenance of the land and any improvement desires to subject the real property described here covenants, restrictions, easements, and liens, set for which is and are for the mutual benefit of said Property and occupants thereof, Declarant executes this Declarant WHEREAS, in order to create and maintain a general scheme of development, as well as to provide for the preservation and enhancement of property values, and amenities contributing to the personal and general health, safety, and welfare of the future owners, and for the maintenance of the land and any improvements subsequently erected thereon, Declarant desires to subject the real property described herein (hereinafter the "Property"), to the covenants, restrictions, easements, and liens, set forth and established herein, each and all of which is and are for the mutual benefit of said Property and each future owner thereof; and

WHEREAS, in order to make these said covenants, restrictions, easements, and liens binding and in full force and effect upon said Property, and upon the present and future owners and occupants thereof, Declarant executes this Declaration.

NOW THEREFORE, the Declarant declares that the Property is and are and shall be

RECEIVED FOR TRANSFER State Department of Assessments & Taxation for Bultimore County

GRICULTURAL TRANSFER TAX NOT APPLICABLE

JN DATE 5/22/91 SIGNATURE

held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, and liens hereinafter set forth and established in this Declaration. This Declaration shall be deemed to run with and bind the land and shall inure to the benefit of, and be enforceable by the Declarant, its successors and assigns, and any person or entity acquiring or owning an

- "Declaration" shall mean and refer to this Declaration of covenants, restrictions, easements, and liens as the same may from time to time be amended.
- "Living Unit" shall mean any single-family residential structure
- held, transferred, sold, conveyed, and occupied subjeted to run with and bind the land and shall interest in said Property and improvements.

 SECTION 1. DEFINITIONS

 1.1 "Declaration" shall mean restrictions, easements, and liens as the same may in liens and liens as the liens as the same may in liens and liens as the same may in liens and liens as the same may in liens as the same may in liens and liens as the same may in liens as the s "Lot" shall mean a parcel of land, occupied or to be occupied, by a Living Unit and its accessory structures, together with such open spaces required under the provisions of the Baltimore County Code ("the Code"), baving at least the minimum area required by the Code for a lot in the zone in which same is situated; and having its principal frontage on a public street or way or on a private right-of-way or easement. The term "Recorded Lot" means the land designated as a separate and distinct parcel of land on a legally recorded deed filed among the Land Records of Baltimore County.
 - "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated on the property, which is subjected to this Declaration from time to time, including contract sellers, other than Declarant, but excluding such interest solely as security for the performance of an obligation.
 - "Property" shall mean Lots Two (2) and Four (4) through Fourteen (14), as depicted on Plats One (Plat #1) and Two (Plat #2) of "DAY'S WOODS MANOR." which plats, subject to revision, are to be recorded among the Plat Records of Baltimore County. The Property does not encompass Lots numbered One (1) or Three (3), which are depicted on said Plat One (Plat #1) as Minor Subdivisions of the DeBalla Property.
 - "Structure" shall mean and refer to any thing or device (other than trees, shrubbery - less than two (2) feet high if in the form of a hedge - and landscaping) the placement of which upon any Lot may affect the appearance of such Lot, including by way of

illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, coop of cage, covered or uncovered patio, swimming pool, clothes line, radio or television antenna, dish, or other transmitting/receiving device, fence, curbing, paving, wall or hedge more than two (2) feet in height, signboard or any other temporary or permanent improvement to such Lot. "Structure" shall also mean (1) any excavation, fill, ditch, or other thing or device which affects or alters the flow of surface waters from, upon or across any Lot, and (ii) any change in the grade of any lot of more than six (6) inches from that existing at the time of purchase by each Owner.

SECTION 2. PROPERTY SUBJECT TO DECLARATION

- 2.1 The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to this Declaration is located in the 11th Election District of Baltimore County, State of Maryland, and which is depicted on Plats One (Plat #1) and Two (Plat #2) of "DAY'S WOODS MANOR," which plats, subject to revision, are to be recorded among the Plat Records of Baltimore County.
- 2.2 This Declaration shall not apply to Lots numbered One (1) and Three (3) as said lots are depicted on Plat One (Plat #1) as Minor Subdivisions of the DeBalla Property.
- Additional real property may be annexed to the above-described property without the assent of the Lot owners, if any. The scheme of the covenants and restrictions herein created shall not, however, be extended to include any such additional property unless and until the same is annexed to the Property as hereinbefore provided. Any annexations made pursuant to this Section, or otherwise, shall be made by recording a Supplementary Declaration of Covenants and Restrictions among the Land Records of Baltimore County, State of Maryland, which Supplementary Declaration shall extend the scheme of the covenants and restrictions, as herein created, to the annexed property.
- 2.4 In the event that additional property is annexed pursuant to Section 2.2 herein, any improvements to such additional property shall be consistent with the initial improvements relative to quality of construction and compatibility of design.

GENERAL COVENANTS

- All Living Units shall be used for private residential purposes exclusively, except that nothing in this Declaration shall be construed to prevent a home office on the Property provided the Owner of said Lot complies with the applicable zoning regulations of Baltimore County. No portion of any Lot or Living Unit (other than the entire Lot or Living Unit) shall be leased for any period. All such leases shall be in writing, and shall contain a provision to the effect that the rights of the tenant to use and occupy the premises which are the subject of the lease, shall be subject and subordinate in all respects to the provisions of this Declaration. ANY SUCH LEASE SHALL FURTHER PROVIDE THAT ANY FAILURE BY THE TENANT TO COMPLY WITH THE PROVISIONS OF THIS DECLARATION SHALL BE A DEFAULT UNDER THE LEASE. The provisions of this Section shall not apply to any institutional first mortgagee of any Lot or Living Unit who comes into possession of the same by reason of any remedies provided by law or in such mortgage, or as a result of a foreclosure sale, judicial sale, or as a result of any proceeding, arrangement, assignment, or deed, in lieu of foreclosure.
- 3.2 Each Living Unit shall contain a minimum living area of three thousand (3000) square feet, and shall be built between a minimum of one and one-half (11/2) and maximum of three (3) stories in height. Calculation of square footage shall be exclusive of, and not include, any basement, garage, or other structure(s), if any, present on any Lot.
- 3.3 Each Living Unit shall have a roof finished with thick, heavyweight shingles, the composition of which shall be slate, wood, terra cotta, or thirty (30) year architect asphalt shingles. The exterior of each Living Unit shall be built of masonry, stone, or dryuit, which shall be on the front of each Living Unit and/or accessory structure, and from grade on the remainder of each Living Unit and/or accessory structure. Any chimney shall be of masonry construction only.
- Each Owner shall be responsible for providing driveway access to 3.4 his Lot from the paved private roadway to be constructed upon the right-of-ways provided in this Declaration. All driveways shall be paved with a hard, durable surface such as macadam, tar or chip, concrete, or other similar material. Paving shall be complete one (1) year from the date of commencement of construction of a Living Unit on said Lot.

- . 3.5 Any garage, whether attached to a Living Unit or accessory structure, shall have a side loading entrance, and shall have a minimum of two (2) car capacity. No garage shall exceed four (4) car capacity.
- 3.6 Aluminum windows shall not be incorporated into the construction of any Living Unit or accessory structure.
 - 3.7 Mailboxes shall only be constructed of brick, stone, or wood.
- 3.8 Sky-lights, plumbing vents, and the like shall not be visible from the front elevation.
- 3.9 Lots shall only be cleared in conformity with the final Development Plan of DAY'S WOODS MANOR, as such plan may from time to time be amended. Prior to construction or subsequent substantial alteration, each Owner must submit to the Architectural and Environmental Control Committee, a landscaping plan, a plan detailing all exterior lighting and placing of fixtures, and plans for the construction of exterior decks, patios, awnings, and the like.
- 3.10 Fences shall not be constructed forward of the front elevation of any Living Unit. Fencing shall be constructed of wood except that a fence of chain link or similar construction may be incorporated if required by statute or regulation, including but not limited to that of a swimming pool.
- 3.11 Lots shall not be used or maintained as to cause any erosion of soil or sediment; and, during the grading and construction of any improvements upon any Lot, adequate arrangements shall be made to insure that no erosion of soil or sediment shall take place.
- 3.12 A Lot owner may erect a garden shed, greenhouse, or other similar accessory Structure, following submission to Declarant of plans for said accessory Structure, and subject to review and approval of said plans for such Structure(s) by Declarant. The Declarant reserves the right to charge a reasonable fee, not to exceed \$100.00, for the review of any and all plans submitted under this section.
- 3.13 Any Structure or Living Unit constructed on any Lot shall be completed with twelve (12) months from the start of construction.
 - 3.14 Bach Lot owner shall keep each Lot owned in good order and

properly maintained at all times.

SECTION 4. PROHIBITED USES AND NUISANCES

- 4.1 No noxious or offensive trade or activity shall be carried out on or upon any Lot or within any Living Unit, nor shall anything be done therein or thereon, which may be or become an annoyance or muisance to the neighborhood or other members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed, or maintained upon the exterior of any Living Unit, or upon the exterior of any other improvements.
- 4.2 The maintaining, keeping, boarding, or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any Living Unit within the Property, except that this shall not prohibit the keeping of domestic pets, including dogs, cats, or caged birds, provided that these pets are not kept, bred, or maintained for commercial purposes, and provided further that such domestic pets are not a source of annoyance or nuisance to the neighborhood. Horses and ponies shall be permitted in accordance with applicable State and/or County regulations. Pets shall be attended at all times and shall be registered, licensed, and inoculated as may from time to time be necessary and/or required by law.
- 4.3 The burning of trash, litter, or rubbish shall be and is hereby prohibited on any Lot or common areas. No accumulation or storage of garbage, lumber, litter, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lot.
- 4.4 Containers for the disposal of trash, garbage, and recyclable materials shall not be permitted to remain in public view except on designated days of trash or recyclable materials collection. No incinerator may be kept or maintained on any Lot. Garbage, trash, recyclables, and other refuse shall be placed in covered containers.
- 4.5 No Lot shall be divided or subdivided except as expressly provided in this subsection, and no portion of any Lot (other than the entire Lot) shall be transferred or

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conveyed for any purpose. No portion of any Living Unit (other than the entire Living Unit) shall be leased, except as described in Section 3 of this Declaration. The provisions of subsection 3 shall not apply to the Declarant, its successors and assigns, and further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility, or other public body or authority, or to the Declarant, or any other person for any purpose.

- 4.6 Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance or household use, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or similar transmission line, shall be installed or maintained on any Lot above the surface of the ground.
- 4.7 No lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing of oil, natural gas, or other hydrocarbons, minerals, gravel, or earth.
- A.8 No structure of a temporary character, including but not limited to, a trailer, tent, shack, pen, kennel, run, shed, or other similar building shall be erected on any Lot, except that a temporary structure may be placed or used thereon if erected solely in connection with the construction of permissible permanent improvements; provided, however, that such structure be removed within thirty (30) days after completion of such permissible structure; provided further, that such structure be removed within twelve (12) months from the date of commencement of construction of such permissible structure, regardless of the structure's stage of completion.
- 4.9 Recreational and commercial vehicles, including but not limited to, trailers, campers, camp trucks, mobile homes, boats, snow mobiles, jet-skis or the like, antique or show cars, immovable or inoperable automobiles or junk cars (including any and all vehicles on which current registration is not displayed), or any other similar vehicles, shall not be kept, stored, parked, maintained, repaired or re-built, upon any Lot, driveway, street, right-of-way, or part or section of the Property. Said vehicles may be kept, stored, parked, or maintained only when fitting entirely within an Owner's individual garage, and only when the exterior door of said garage is and shall be fully closed between the hours of dusk to dawn. Nothing in this subsection shall be construed to prohibit the Emergency Repair of any of the above-mentioned vehicles; provided, however, that immediate repair of any such vehicle is necessary for its use

or operation, and provided further that all such Emergency Repairs shall be completed within a reasonable time after becoming necessary.

- 4.10 Above-ground pools which are non-movable, permanent structures shall not be permitted on the property.
- 4.11 Except for entrance signs, directional signs, signs for traffic control or safety, and any such promotional sign or signs as may be maintained by the Declarant, no signs or advertising devices of any character shall be erected, posted, or displayed upon, in or about any Lot or Living Unit; provided, however, that one temporary real estate sign not exceeding six (6) square feet in area, may be erected upon a Lot or attached to any Living Unit placed upon the open market for sale, rent, or lease. Any such temporary real estate sign shall be removed promptly within the time limits specified by ordinance or statute following the sale or rental of such Living Unit.
- 4.12 No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct, or retard direction or flow of drainage channels. No fence, wall, tree, shrub, bush, or similar obstruction may be erected or planted in such a way as to prevent any pedestrian or operator of a motor vehicle from having a clear, open, and safe scope or field of vision at any intersection, corner, or other adjoining of streets, or as to obstruct passage on streets or rights-of-way.
- 4.13 No outside television or radio aerial or antenna, or other aerial or similar device for reception or transmission, or any other aerial device shall be erected or maintained upon the exterior of any Living Unit, or upon any Lot or driveway, unless approved in writing by the Declarant.
- 4.14 No substance, thing, or material shall be kept upon any Lot or within any Living Unit that will emit foul or obnoxious odors, or that will cause any noise that will, may, or might tend to cause a disturbance of the peace, quiet, comfort, or serenity of the occupants of the neighborhood or Property.

SECTION 5.

ARCHITECTURAL and ENVIRONMENTAL CONTROLS

5.1 The Declarant shall appoint an Architectural and Environmental

Control Committee (sometimes hereinafter referred to as "the Committee"). The Committee shall be composed of three (3) or more natural persons, as designated from time to time by the Declarant, and such persons shall serve one (1) year renewable terms at the pleasure of the Declarant. The affirmative vote of a majority of the Members of the Architectural and Environmental Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit. consent, authorization, or approval pursuant to the authority contained in this Section.

- 5.2 The operation of the Architectural and Environmental Control Committee shall be as follows:
- 5.2.1 Except for construction or development by, for, or under contract with the Declarant, and except for any improvements to any Lot or to the common areas or community facilities accomplished by the Declarant, its successors or assigns, concurrently with said construction and development, and except for purposes of proper maintenance and repair, no building, fence, wall, structure, or other improvements shall be commenced, directed. placed, moved, altered, or maintained upon the property, nor shall any exterior addition to or change (including any change of color), or other alteration thereupon be made, until the plans and specifications showing the location, nature, shape, height, material, color, type of construction, and any other proposed form of change (including, but not limited to, any other information specified by the Architectural and Environmental Control Committee) shall have been submitted to, and approved by the Committee in writing as to safety, harmony of external design, color, and location, in relation to surrounding structures and topography, and conformity with the design concept for the community.
- 5.2.2 Subject to the same limitation as provided above, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove, or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, wall aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls, or to make any change or otherwise alter (including any alteration in color), in any manner whatsoever to any Lot, the exterior of any improvements constructed upon any Lot, or to remove or alter any windows or exterior doors of any Living Unit or Structure, or to make any change or alteration within a Living Unit which will alter the

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structural integrity of the building, or otherwise affect the property, interest, or welfare of any other Owner, or impair any easement, until the complete plans and specifications, showing the location, nature, shape, height, material color, type of construction, and any other proposed form of change (including, but not limited to, any other information specified by the Architectural and Environmental Control Committee) shall have been submitted to, and approved by the Committee in writing as to safety, harmony of external design, color, and location, in relation to surrounding structures and topography, and conformity with the design concept for the community.

5.2.3 Construction of alterations, additions, etc., in accordance with plans and specifications approved by the Architectural and Environmental Control Committee shall be commenced within six (6) months following the date of approval by the Committee, and shall be substantially completed within twelve (12) months following the date of the commencement, or within such other period as specified by the Committee in its approval. In the event construction is not commenced within the period aforesaid, then Committee approval of the plans and specifications shall be conclusively deemed to have lapsed, and compliance with the provisions of this Section shall again be required. There shall be no deviation from the plans and specifications as approved, without the prior written consent of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove of such plans and specifications, and any other elements or features thereof, in the event that such plans and specifications are submitted in the same, or substantially the same form, in the future, by the same or any other Owner, or for use in any other instance.

5.2.4 APPROVALS OF THE ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE SHALL BE FOR THE PURPOSE HEREIN SET FORTH AND SHALL NOT BE CONSTRUED AS APPROVAL FOR ANY OTHER APPLICABLE FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, RULE, OR REGULATION. Upon approval by the Architectural and Environmental Control Committee of any plans, and specifications submitted pursuant to the provisions of this Section, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of the Committee, and a copy of such plans and specifications bearing such approval, in writing, shall

be returned to the applicant. Notice of plans and specifications that fail to meet the Committee's approval shall be sent to the applicant not later than sixty (60) days from the date of application. In the event the Committee fails to either approve or disapprove of any plans and specifications submitted to the Committee pursuant to the provisions of this Section, within seventy five (75) days of application and submission, then approval shall not be required and this Section will be deemed to have been complied with fully.

5.2.5 It is the intent of the Declarant that the Architectural and Environmental Control Committee shall have sole discretion and full and final authority over all matters regarding architectural standards and controls. Such authority, however, shall be exercised in accordance with the Declarant's original theme of development. Nothing herein contained shall prevent the Architectural and Environmental Control Committee from considering or granting, in its full and final discretion, any waiver and/or variance from the rules and requirements of this Declaration, and/or from any custom, policy, practice, or routine, established or arising out of the implementation of the rules and requirements created herein.

SECTION 6. EASEMENTS

- Reservation of Basement Rights by Declarant. The Declarant hereby reserves a non-exclusive easement and right-of-way in, through, over, and across each Lot for the purpose of the installation, construction, maintenance, reconstruction, and repair of sanitary sewer lines, water lines, CATV cables, storm drains, sediment controls, storm water management facilities, and appurtenances to any of the same, and for all other purposes reasonably related to the completion of construction and the provision of utility services, whether public or private, to the community and to the other property adjacent to, or in the vicinity of, the community. Any and all instruments of conveyancing made by the Declarant, its successors or assigns shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments.
- 6.2 Off-road vehicles and any and all other motor vehicles, are and shall be prohibited from operating beyond the established confines of all streets, roadways, and rights-of-way within the Property. Without limiting the generality of the foregoing, off-road vehicles shall include light/sport utility vehicles, trucks, motor-powered cycles, "dirt bikes,"

scooters, and any and all other vehicles operated by other than man-made energy, whether having two (2) or more wheels.

Any and all streets, walkways, roadways, sidewalks, and rights-ofway owned by the Declarant shall be subject to non-exclusive easements for ingress, egress, and regress for the benefit of all Lot Owners, the Declarant, their respective heirs, personal representatives, assigns, and all other persons or other parties claiming under any of them.

SECTION 7. DURATION, ENFORCEMENT, AND AMENDMENT

- 7.1 This Declaration may be amended only by an instrument executed and acknowledged by eighty five percent (85%) of all Lot Owners, which instrument shall be recorded among the Land Records of Baltimore County, State of Maryland. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of its recording.
- 7.2 Each and every conveyance of a Lot shall be subject to the terms of this Declaration, whether or not the terms of this Declaration are so stated or expressed in the Deed, Lease, or other conveyancing document by which such transfer is made.
- 7.1 of this Declaration and any other requirements herein, and except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of forty-five (45) years from the date of recordation of this Declaration. Prior to the expiration of said forty-five (45) year term, the covenants contained herein, as they may from time to time be amended, may be extended by an instrument executed and recognized by at least fifty-one percent (51%) of the Lot Owners, which instrument shall be recorded among the Land Records of Baltimore County.
- 7.4 The provisions contained herein shall be liberally construed so as to effectuate the purpose of creating a uniform plan for the development and operation of the Property. Enforcement of these conditions, covenants, restrictions, easements, and liens shall be by any proceeding at law or in equity against any person(s) and/or entities violating or

attempting to violate any of the conditions, covenants, restrictions, easements, or liens, either to restrain or enjoin violation, recover damages, or both, and against any Lot to enforce the lien created hereby; and the failure or forbearance by the Owner of any Lot to enforce any of the hereinbefore mentioned provisions shall in no event be deemed a waiver of the right to so enforce thereafter.

- 7.5 The provisions herein may be enforced without limitation, by any Owner or any mortgagee of any Lot which becomes subject to the provisions contained herein, and by any other person, firm, corporation, or other legal entity having any right to the use of any of the common areas, streets, easements, roadways, or rights-of-way depicted on the hereinbefore mentioned Plat.
- There shall be and there is hereby created and declared to be a conclusive presumption that any violation, breach, or attempted violation or breach of any of the conditions, covenants, restrictions, easements, or liens hereby created by this Declaration (and as from time to time amended), cannot be adequately remedied solely by an action at law, or exclusively by recovery of monetary damages. Any party to a proceeding who succeeds in enforcing a provision created and declared hereby, or in enjoining the violation or attempted violation of any provision created and declared hereby shall be entitled under this Declaration to seek and be awarded reasonable attorneys fees and court costs from the Lot Owner(s) against whom such action was brought.

SECTION 8. MISCELLANEOUS PROVISIONS

- 8.1 Nothing herein contained shall be construed as a dedication to public use, or as an acceptance for maintenance of any common areas or community facilities by any public or municipal agency, authority, or utility; provided, however, that the foregoing shall not be construed to prohibit the dedication of streets, roadways, and rights-of-way to public use and maintenance, by plat recordation by the Declarant.
- 8.2 Invalidation of any one of these conditions, covenants, restrictions, easements, charges, and liens set forth in this Declaration, by judgment, decree, or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.
 - 8.3 Use of the terms "he," "him" or "his" throughout this Declaration

is and shall be deemed to be inclusive of the terms "she," "hers," "her," "they," "them," or "theirs" where such use is appropriate. In no way does the use of "him" or "his" limit the rights, duties, and obligations arising out of this Declaration to an individual (where the facts and circumstances of the situation implicate one or more persons or entities) beyond the stated usage and meaning of these terms as described herein.

- 8.4 In the event any Owner sells or otherwise transfers any Lot within the Property, any deed purporting to effectuate such transfer shall contain a provision incorporating by reference the conditions, covenants, restrictions, easements, charges, and liens set forth in this Declaration and any such amendments pertaining hereto.
- 8.5 This Declaration shall not be taken as permitting any action or thing prohibited by applicable Federal, State, or County, statutes, ordinances, or regulations, including but not limited to Baltimore County Zoning Regulations, as amended from time to time. In the event of any such conflict, the most restrictive provisions of such statutes, ordinances, or regulations, and/or the provisions of this Declaration shall be deemed to govern and control.

IN WITNESS WHEREOF, the said Declarant has caused these presents to be executed and delivered.

WITNESS:

The Declarant

JWR Mt. Vista Limited Partnership

(Seal)

By: Name

Title Grov, Pink.

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY CERTIFY that on this 6 day of 7, 1995, before me, a Notary Public of the State aforesaid, personally appeared [NAME], known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing to

be his act for the purposes contained therein, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

OTARY PUBLIC T

My Commission Expires: $\sqrt{2-/-99}$

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