



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

UPON EXECUTION BY BUYER AND SELLER, THIS DOCUMENT WILL BECOME AN ADDENDUM TO THE CONTRACT OF SALE SELLER'S DISCLOSURE made on _____ . ▪ ADDENDUM to Contract of Sale dated _____ between Buyer _____ and Seller The Sheila R Smith Revocable Living Trust for Property known as 120 Hawthorne Greene Circle, La Plata, MD 20646.

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

- | | | | |
|--|---|--|--|
| ☒ Alarm System
☒ Ceiling Fan(s) #4 _____
☐ Central Vacuum _____
☒ Clothes Dryer
☒ Clothes Washer
☐ Cooktop
☒ Dishwasher
☒ Drapery/Curtain Rods
☒ Draperies/Curtains
☐ Electronic Air Filter
☒ Exhaust Fan(s) #2 _____ | ☒ Exist. W/W Carpet
☐ Fireplace Screens/Doors
☐ Fireplace Equipment
☐ Freezer
☐ Furnace Humidifier
☒ Garage Opener(s) #1 _____
☐ Garage remote(s) # _____
☒ Garbage Disposal
☐ Hot Tub, Equipment & Cover
☐ Intercom
☒ Microwave | ☐ Playground Equipment
☐ Pool, Equipment & Cover
☒ Refrigerator(s) #2 _____
☒ w/ Ice Maker(s) #1 _____
☐ 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): _____

ADDITIONAL EXCLUSIONS (SPECIFY): _____

2. LEASED ITEM(S) INCLUDED:

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

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

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

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

Utility Service Providers: _____

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

Buyer Signature **Date**

Buyer Signature **Date**

April Murphy, Trustee of The Sheila R Smith Revocable Living Trust
Seller Signature **Date**

Seller Signature **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 **The Sheila R Smith Revocable Living Trust**
for Property known as **120 Hawthorne Greene Circle, La Plata, MD 20646**

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

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

- (A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:
- (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
 - (ii) Insulation;
 - (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
 - (iv) Plumbing, electrical, heating, and air conditioning systems;
 - (v) Infestation of wood-destroying insects;
 - (vi) Land use matters;
 - (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
 - (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
 - (ix) Whether the required permits were obtained for any improvements made to the property;
 - (x) Whether the smoke alarms:
 - 1. will provide an alarm in the event of a power outage;
 - 2. are over 10 years old; and
 - 3. if battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; and
 - (xi) If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.

"Latent defects" under Section 10-702 means material defects in real property or an improvement to real property that:

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

OR

- (B) A written disclaimer statement providing that:
- (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and



- (ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.

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

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

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

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

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

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

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

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

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

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

Buyer's Signature	Date
Buyer's Signature	Date
Agent's Signature	Date

<i>April Murphy, Trustee of The Sheila R Smith Revocable Living Trust</i>	dotloop verified 05/01/26 1:20 PM EDT PXOE-KQRZ-XSFX-U090
Seller's Signature	Date
Seller's Signature	Date
<i>Lisa Willis</i>	dotloop verified 05/01/26 12:39 PM EDT DW5G-4170-HRQX-JAVB
Agent's Signature	Date

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT



Property Address: 120 Hawthorne Greene Circle, La Plata, MD 20646

Legal Description: LOT 23 PLAT 3 TOWN OF LA PLATA HAWTHORNE GREENE SUB

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 _____ (# bedrooms) Other Type _____	
Garbage Disposal	☐ Yes	☐ No	
Dishwasher	☐ Yes	☐ No	
Heating	☐ Oil	☐ Natural Gas	☐ Electric
Air Conditioning	☐ Oil	☐ Natural Gas	☐ Electric
Hot Water	☐ Oil	☐ Natural Gas	☐ Electric Capacity _____ Age _____ ☐ Other _____

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems?
☐ Yes
☐ No
☐ Unknown
Comments:

2. Basement: Any leaks or evidence of moisture?
☐ Yes
☐ No
☐ Unknown
☐ Does Not Apply
Comments:

3. Roof: Any leaks or evidence of moisture?
☐ Yes
☐ No
☐ Unknown
Type of Roof:
Age:
Comments:

Is there any existing fire retardant treated plywood?
☐ Yes
☐ No
☐ Unknown
Comments:

4. Other Structural Systems, including exterior walls and floors:
Comments:

Any defects (structural or otherwise)?
☐ Yes
☐ No
☐ Unknown
Comments:

5. Plumbing system: Is the system in operating condition?
☐ Yes
☐ No
☐ Unknown
Comments:

6. Heating Systems: Is heat supplied to all finished rooms?
☐ Yes
☐ No
☐ Unknown
Comments:

Is the system in operating condition?
☐ Yes
☐ No
☐ Unknown
Comments:

7. Air Conditioning System: Is cooling supplied to all finished rooms?
☐ Yes
☐ No
☐ Unknown
☐ Does Not Apply
Comments:

Is the system in operating condition?
☐ Yes
☐ No
☐ Unknown
☐ Does Not Apply
Comments:

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?
☐ Yes
☐ No.
☐ Unknown
Comments:

8A. Will the smoke alarms provide an alarm in the event of a power outage?
☐ Yes
☐ No
Are the smoke alarms over 10 years old?
☐ Yes
☐ No
If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018?
☐ Yes
☐ No
Comments:

9. Septic Systems: Is the septic system functioning properly?
☐ Yes
☐ No
☐ Unknown
☐ Does Not Apply
When was the system last pumped?
Date:
☐ Unknown
Comments:

10. Water Supply: Any problem with water supply?
☐ Yes
☐ No
☐ Unknown
Comments:

Home water treatment system:
☐ Yes
☐ No
☐ Unknown
Comments:

Fire sprinkler system:
☐ Yes
☐ No
☐ Unknown
☐ Does Not Apply
Comments:

Are the systems in operating condition?
☐ Yes
☐ No
☐ Unknown
Comments:

11. Insulation:

In exterior walls?
☐ Yes
☐ No
☐ Unknown
In ceiling/attic?
☐ Yes
☐ No
☐ Unknown
In any other areas?
☐ Yes
☐ No
Where?

Comments:

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?
☐ Yes
☐ No
☐ Unknown
Comments:

Are gutters and downspouts in good repair?
☐ Yes
☐ No
☐ Unknown
Comments:

13. Wood-destroying insects: Any infestation and/or prior damage? ☐Yes ☐No ☐Unknown

Comments:_____

Any treatments or repairs? ☐Yes ☐No ☐Unknown

Any warranties? ☐Yes ☐No ☐Unknown

Comments:_____

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property?

☐ Yes ☐ No ☐ Unknown

If yes, specify below

Comments:_____

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?

☐ Yes ☐ No ☐ Unknown

Comments:_____

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?

☐ Yes ☐ No ☐ Unknown

If yes, specify below

Comments:_____

16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office? ☐Yes ☐No ☐Does Not Apply ☐Unknown

Comments:_____

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District?

☐Yes ☐No ☐Unknown If yes, specify below

Comments:_____

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?

☐Yes ☐No ☐Unknown If yes, specify below

Comments:_____

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?

☐Yes ☐No ☐Unknown

Comments:_____

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

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

Seller(s) _____ Date _____

Seller(s) _____ Date _____

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

Purchaser _____ Date _____

Purchaser _____ Date _____

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:

Seller

April Murphy, Trustee of The Sheila R Smith Revocable Living Trust

dotloop verified
05/01/26 1:20 PM EDT
30CC-HJW-BN8J-YQ0H

 Date_____

Seller Date_____

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_____



SOUTHERN MARYLAND ADDENDUM TO STATE CONTRACT

Southern Maryland Association of REALTORS® Local Notices and Disclosures Addendum to MAR Contract

This is an addendum to the Maryland Association of REALTORS® Residential Contract of Sale.

To the extent there is a conflict between the State Contract and this Addendum, the terms of this Addendum shall control.

THIS ADDENDUM No. _____ to Contract dated the _____ day of _____, _____, by and between **The Sheila R Smith Revocable Living Trust** and _____, "Seller", and _____ and _____, "Buyer", for property located at **120 Hawthorne Greene Circle, La Plata, MD 20646**.

1. INCLUSIONS/EXCLUSIONS. The purchase price shall also include the following, AS AND IF NOW INSTALLED IN OR ON THE PREMISES: lighting fixtures, awnings, trees, shrubbery and plants.

2. PROPERTY DESCRIPTION: The property to be conveyed hereby is also known as Lot No. 23 of Hawthorne Green Subdivision with Tax ID **0901074954**, OR Tax Map No. _____ Parcel No. 0901074954 OR Lot 23 Block _____ Section _____

Additional Tax ID(s) to convey if applicable : _____.

3. POSSESSION/OCCUPANCY. Seller agrees to give possession and occupancy at the time of settlement, and in the event Seller shall fail to do so, Seller shall be a tenant at sufferance of the Buyer and liable for all damages. Seller hereby waives all notice to quit as provided by the laws of the State of Maryland.

4. FIRE RETARDANT TREATED WOOD. NOTICE TO BUYER. Buyer is advised that the Property may have been constructed with the use of fire-retardant treated ("FRT") wood. Addendum attached ☐ Yes ☒ No.

5. SURVIVAL OF DEED. The provisions of this entire contract of sale shall survive delivery of the deed and shall not be merged therein.

6. ZONING/LAND USE. Seller certifies that Seller has no knowledge of any published preliminary or adopted land use plan or adopted zoning map amendment which may result in condemnation or taking of any part of Seller's Property. Further, Seller has made no representations regarding land use, roads, highways, parks, transportation, rezoning, etc., and Buyer is not relying on Seller to make such representations. Buyer acknowledges that Buyer is aware that information relative to government plans for land use, roads, highways, parks, transportation, rezoning, etc., is available for inspection at the Planning & Zoning Department at the County Court House or the County Administration Building.

7. MILITARY AIRCRAFT OPERATIONS. The Property may be located within or near several military aircraft operation centers located in Calvert County, Charles County, Prince George's County or St. Mary's County. Properties located within or near such military aircraft operation centers may be impacted by varying degrees of noise levels and potential military aircraft accidents as well as noise from gunfire or explosive testing. The following is a description of such military aircraft operation centers; however, the following list is not all-inclusive:

- a. Naval Air Station, Patuxent River, MD.
- b. Naval Surface Warfare Center, Dahlgren Division, Dahlgren, VA.
- c. Naval Surface Warfare Center, Indian Head Division, (IHDIV), Indian Head, Md., and Naval Explosive Ordnance Disposal Technology Division (NAVEODTECHDIV), Indian Head, Md.
- d. Andrews Air Force Base

Buyer acknowledges that Buyer, prior to the submission of a written offer to purchase the Property, is solely responsible to contact the military aircraft operation centers, as identified above, which may impact upon the Property in order to ascertain the potential noise levels and accident probabilities in relation to the location of the Property within or near one or more of the above military aircraft operation centers.

Paragraph 53 in the MAR Contract is still in effect. This paragraph only qualifies said paragraph by identifying the actual installations.

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8. ST. MARY'S COUNTY TRANSFER TAX EXEMPTION. If the property being purchased is **owner-occupied residential** improved property located in ST. MARY'S COUNTY, Buyer is entitled to an exemption from the St. Mary's County transfer tax of the first \$30,000 of the consideration paid for the property. Unless the Seller has agreed in writing to pay the entire St. Mary's County transfer tax, the full \$30,000 exemption shall inure to the benefit of Buyer.

9. HOME WARRANTY: Company Name: _____ **\$** _____
Paid by: ☐ Buyer ☐ Seller

10. IF A PRIVATE ROAD/DRIVEWAY AGREEMENT EXISTS, SELLER TO PROVIDE A COPY TO THE BUYER

11. IF THIS IS A SECOND HOME OR INVESTMENT PURCHASE, PLEASE NOTIFY LENDER AND TITLE COMPANY

12. ADDITIONAL PROVISIONS: **Seller(s) shall have any heating or cooking fuels remaining in the supply tanks measured by the supplier of the fuel and buyer(s) agrees to reimburse the seller(s) according to the price of the fuel on the day of settlement.**

13. The total number of Addenda attached to this Contract of Sale including this Addendum is _____.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals.

 Buyer's Signature Date

 Buyer's Signature Date

April Murphy, Trustee of The Sheila R Smith Revocable Living Trust
 Seller's Signature Date

 Seller's Signature Date



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AM

 05/01/20
 1:20 PM EDT
 dotloop verified
 (Rev04/2020)



REAL ESTATE TRANSFER DISCLOSURE STATEMENT CALVERT/CHARLES/ST. MARY'S COUNTY RIGHT TO FARM ORDINANCE

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN THE COUNTY OF Charles County, STATE OF MARYLAND, DESCRIBED AS LOT 23 PLAT 3 TOWN OF LA PLATA HAWTHORNE GREENE SUB.

THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE FOLLOWING: CALVERT COUNTY RIGHT TO FARM ORDINANCE IN COMPLIANCE WITH SEC. 99-5 OF THE CODE OF CALVERT COUNTY, MARYLAND; CHARLES COUNTY RIGHT TO FARM ORDINANCE IN COMPLIANCE WITH CHARLES COUNTY ORDINANCE NO. 00-60; ST. MARY'S COUNTY RIGHT TO FARM ORDINANCE IN COMPLIANCE WITH ST. MARY'S COUNTY ORDINANCE No. 2005-13.

SELLER'S/LANDLORD'S INFORMATION

THE FOLLOWING ARE REPRESENTATIONS MADE BY SELLER/LANDLORD AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT/LEASE BETWEEN BUYER/TENANT AND SELLER/LANDLORD.

CALVERT/CHARLES/ST.MARY'S COUNTY ALLOWS AGRICULTURAL AND FORESTRY OPERATIONS AS DEFINED IN THE RIGHT TO FARM ORDINANCE WITHIN THE COUNTY.

You may be subject to inconveniences or discomforts arising from such operations, including but not limited to, noise, odors, fumes, dust, flies, the operation of machinery of any kind during any twenty-four hour period (including aircraft), vibration, the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides. The County has determined that inconveniences or discomforts associated with such agricultural and forestry operations shall not be considered to be an interference with reasonable use and enjoyment of land, if such operations are conducted in accordance with generally accepted agricultural or forestry management practices. The County has established a Reconciliation Committee to assist in the resolution of disputes which might arise between persons in this County regarding whether agricultural or forestry operations conducted on agricultural lands are causing an interference with the reasonable use and enjoyment of land or personal well-being and whether those operations are being conducted in accordance with generally accepted agricultural or forestry practices. If you have any questions concerning this policy or the Reconciliation Committee, please contact the Calvert County Planning Department/Charles County Department of Planning and Growth Management/St. Mary's County Department of Land Use and Growth Management, as appropriate, for additional information.

Seller/Landlord	<i>April Murphy, Trustee of The Sheila R Smith Revocable Living Trust</i>	dotloop verified 05/01/26 1:20 PM EDT XMW0-PGEH-YDGM-I41A	Date _____
Seller/Landlord			Date _____

I/We acknowledge receipt of a copy of this statement:

Buyer/Tenant			Date _____
Buyer/Tenant			Date _____



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MARYLAND HOMEOWNERS ASSOCIATION ACT
NOTICE TO BUYER

For resale of a lot within a development of ANY size
OR for the initial sale of a lot within a development containing 12 or fewer lots,
to a person who intends to occupy or rent the lot for residential purposes.

ADDENDUM DATED _____ TO CONTRACT OF SALE

BUYER(S): _____

SELLER(S): The Sheila R Smith Revocable Living Trust

PROPERTY: 120 Hawthorne Greene Circle, La Plata, MD 20646

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

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

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

(2). Fees:

(i). The current monthly fees or assessments imposed by the homeowners association upon the lot;

(ii). The total amount of fees, assessments, and other charges imposed by the homeowners association upon the lot during the prior fiscal year of the homeowners association; and

(iii). A statement of whether any of the fees, assessments, or other charges against the lot are delinquent;

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

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

(i). The existence of any unsatisfied judgments or pending lawsuits against the homeowners association; and

(ii). Any pending claims, covenant violations actions, or notices of default against the lot; and



(5). A copy of:

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

(ii). The bylaws and rules of the primary development, and of other related developments to the extent reasonably available, to which the buyer shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner and the owner's tenants, if applicable.

If you have not received all of the MHAA information 5 calendar days or more before entering into the contract, you have 5 calendar days to cancel the Contract after receiving all of the MHAA information. You must cancel the contract in writing, but you do not have to state a reason. The seller must also provide you with notice of any changes in mandatory fees exceeding 10 percent of the amount previously stated to exist and copies of any other substantial and material amendment to the information provided to you. You have 3 calendar days to cancel this contract after receiving notice of any changes in mandatory fees, or copies of any other substantial and material amendments to the MHAA information which adversely affect you.

If you do cancel the contract, you will be entitled to a refund of any deposit you made on account of the contract. However, unless you return the MHAA information to the seller when you cancel the contract, the seller may keep out of your deposit the cost of reproducing the MHAA information, or \$100, whichever amount is less. If the deposit is held in trust by a licensed real estate broker, the return of the deposit to you shall comply with the procedures set forth in Section 17-505 of the Business Occupations and Professions Article of the Maryland Code.

By purchasing a lot within this development, you will automatically be subject to various rights, responsibilities, and obligations, including the obligation to pay certain assessments to the homeowners association within the development. The lot you are purchasing may have restrictions on:

- A. Architectural Changes, Design, Color, Landscaping, Or Appearance;**
- B. Occupancy Density;**
- C. Kind, Number, Or Use Of Vehicles;**
- D. Renting, Leasing, Mortgaging Or Conveying Property;**
- E. Commercial Activity; Or**
- F. Other Matters.**

You should review the MHAA information carefully to ascertain your rights, responsibilities, and obligations within the development.

Buyer **Date**

Buyer **Date**

April Murphy, Trustee of The Sheila R Smith Revocable Living Trust
Seller **Date**

Seller **Date**

Request for Utility Information

Street Address 120 Hawthorne Greene Circle, La Plata, MD 20646

Electricity

Company: SMECO

Phone Number: _____

Gas

Company: Suburban Propane

Phone Number: _____

Water

Company: Town of La Plata

Phone Number: _____

Phone

Company: Verizon

Phone Number _____

Cable

Company: Verizon

Phone Number: _____

Security Alarm

Company: ADT

Phone Number: _____

Trash Pickup

Company: Town of La Plata

Phone Number: _____

HOA Contact

Company: Chris Byer

Phone Number: _____