

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address:

202 Central Ave

Ridgely MD 21660

Legal Description:

map 700 Parcel 411 Grid 41

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 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 sale under §13-207(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?

10/16/23

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 ☒ Heat Pump Age <u>2024</u> ☐ Other <u>Fireplace</u>
Air Conditioning	☐ Oil	☐ Natural Gas	☐ Electric ☒ Heat Pump Age _____ ☐ Other _____
Hot Water	☐ Oil	☐ Natural Gas	☒ Electric Capacity _____ Age _____ ☐ Other _____

Please indicate your actual knowledge with respect to the following:

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

Comments: _____

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

Comments: _____

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

Type of roof: _____ Age: _____

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 detectors provide an alarm in the event of a power outage? ☐ Yes ☐ No

Are the smoke detectors 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?

If yes, specify below. ☐ Yes ☐ No ☐ Unknown

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 zone violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?

If yes, specify below. ☐ Yes ☐ No ☐ Unknown

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 Homeowners 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 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 representation 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) has actual knowledge of any latent defects:

☐ Yes ☒ No If yes, specify

Seller E. Joann Burton Date 6/16/26
Seller Walter D. Burton III Date 6/16/26

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 _____

**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 06/15/2026 to the Contract of Sale
between Buyer _____
and Seller Wilbur D Burton, III Ethel J Burton
for Property known as 202 Central Ave Ridgely, MD 21660

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

CAROLINE COUNTY RIGHT TO FARM NOTICE

Caroline County recognizes and supports the right to farm agricultural lands in a manner consistent with generally accepted agricultural management practices. Residents of property on or near agricultural land should be prepared to accept the inconveniences or discomfort associated with agricultural operations, including but limited to noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24-hour period (including aircraft.), use of irrigation, vibration, the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides. Caroline County has determined that inconveniences or discomforts associated with such agricultural operations shall not be considered to be an interference with reasonable use and enjoyment of land, if such operations are conducted in accordance with generally accepted agricultural management practices. Caroline County has established a reconciliation committee to assist in the resolution of disputes which might arise between persons in this county regarding whether agricultural operations conducted on agricultural lands are causing an interference with the reasonable use and enjoyment of land or personal well being and whether those operations are being conducted in accordance with generally accepted agricultural practices. If you have any questions concerning this policy or the reconciliation committee, please contact the Caroline County Planning Department.

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

UPON EXECUTION BY BUYER AND SELLER, THIS DOCUMENT WILL BECOME AN ADDENDUM TO THE CONTRACT OF SALE
SELLER'S DISCLOSURE made on 06/15/2026 . ■ ADDENDUM to Contract of Sale dated _____

between Buyer _____

and Seller _____

Wilbur D Burton, III

Ethel J Burton

for Property known as 202 Central Ave Ridgely, MD 21660 .

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

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

ADDITIONAL INCLUSIONS (SPECIFY): wine cooler

ADDITIONAL EXCLUSIONS (SPECIFY): _____

2. LEASED ITEM(S) INCLUDED:

- | | |
|--|--------------------------------------|
| ☒ Fuel Tank(s) — <u>OIL TANK</u> | ☐ Other _____ |
| ☐ Solar Panels | ☐ Other _____ |
| ☐ Alarm System | ☐ Other _____ |
| ☐ Water Treatment System | ☐ Other _____ |

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

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

- | | | | |
|------------------|--|--|---|
| Water Supply | ☒ Public | ☐ Well | |
| Sewage Disposal | ☒ Public | ☐ Septic | ☐ Other _____ |
| Heating | ☐ Gas | ☐ Electric | ☒ Oil ☒ Heat Pump ☒ Other _____ |
| Hot Water | ☐ Gas | ☒ Electric | ☐ Oil ☐ Other _____ |
| Air Conditioning | ☐ Gas | ☒ Electric | ☒ Other <u>heat pump</u> |

Utility Service Providers: _____

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

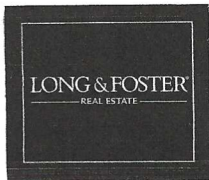
Buyer Signature Date

Buyer Signature Date

E. Joann Burton 6/16/26
Seller Signature Date

Wilbur D. Burton III 6/16/26
Seller Signature Date





Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards SALES

For the sale of Property at: 202 Central Ave
Ridgely, MD 21660

I. SELLER REPRESENTS AND WARRANTS TO LONG & FOSTER, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (each Seller initial ONE of the following and state Year Constructed):

EJB WDB Property (all portions) was constructed after January 1, 1978. (If initialed, complete section V only.) Year Constructed: 1885
EJB WDB Property (any portion) was constructed before January 1, 1978. (If initialed, complete all sections.)
____ Seller is unable to represent and warrant the age of the property. (If initialed, complete all sections.)

SELLER AGREES TO COMPLY WITH REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992.

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

II. Seller's Disclosure (each Seller complete items 'a' and 'b' below)

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

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

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

b. Records and reports available to the Seller (initial and complete (i) or (ii) below):

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

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

III. Purchaser's Acknowledgment (each Purchaser initial and complete items c, d, e and f below)

c. _____ Purchaser has read the Lead Warning Statement above.

d. _____ Purchaser has received copies of all information listed above. ☐ (If none listed, check here.)

e. _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

f. Purchaser has (each Purchaser initial (i) or (ii) below):

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

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

IV. Agent's Acknowledgment (initial item 'g' below)

g. _____ Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

V. Certification of Accuracy

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

E. Joann Burton 6/16/26
Seller Date

Walter D. Burton III 6/16/26
Seller Date

Marcia Rostein 6/16/26
Agent Date

Purchaser Date

Purchaser Date

Agent Date

