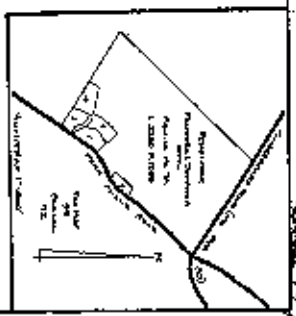
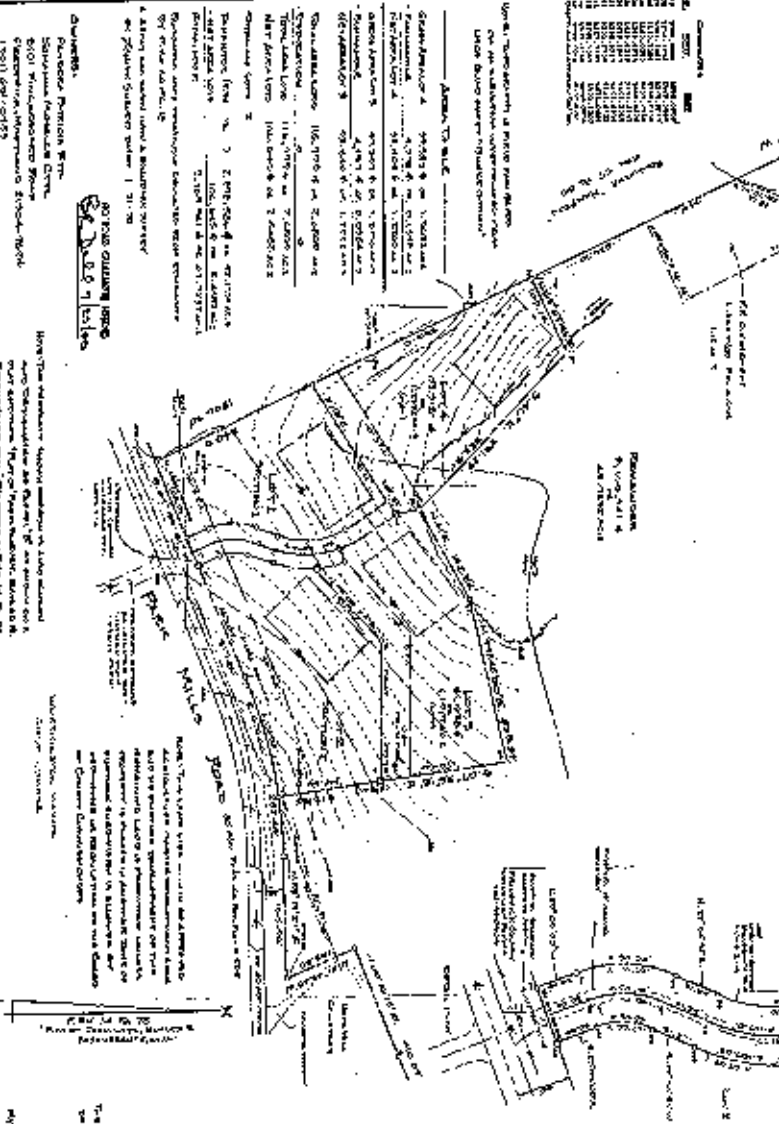


LINE	BEARING	DISTANCE	AREA	PERCENTAGE
1	N 89° 15' 00" W	100.00	100.00	100.00
2	S 89° 15' 00" E	100.00	100.00	100.00
3	N 00° 00' 00" E	100.00	100.00	100.00
4	S 00° 00' 00" W	100.00	100.00	100.00
5	N 89° 15' 00" W	100.00	100.00	100.00
6	S 89° 15' 00" E	100.00	100.00	100.00
7	N 00° 00' 00" E	100.00	100.00	100.00
8	S 00° 00' 00" W	100.00	100.00	100.00
9	N 89° 15' 00" W	100.00	100.00	100.00
10	S 89° 15' 00" E	100.00	100.00	100.00
11	N 00° 00' 00" E	100.00	100.00	100.00
12	S 00° 00' 00" W	100.00	100.00	100.00
13	N 89° 15' 00" W	100.00	100.00	100.00
14	S 89° 15' 00" E	100.00	100.00	100.00
15	N 00° 00' 00" E	100.00	100.00	100.00
16	S 00° 00' 00" W	100.00	100.00	100.00
17	N 89° 15' 00" W	100.00	100.00	100.00
18	S 89° 15' 00" E	100.00	100.00	100.00
19	N 00° 00' 00" E	100.00	100.00	100.00
20	S 00° 00' 00" W	100.00	100.00	100.00
21	N 89° 15' 00" W	100.00	100.00	100.00
22	S 89° 15' 00" E	100.00	100.00	100.00
23	N 00° 00' 00" E	100.00	100.00	100.00
24	S 00° 00' 00" W	100.00	100.00	100.00
25	N 89° 15' 00" W	100.00	100.00	100.00
26	S 89° 15' 00" E	100.00	100.00	100.00
27	N 00° 00' 00" E	100.00	100.00	100.00
28	S 00° 00' 00" W	100.00	100.00	100.00
29	N 89° 15' 00" W	100.00	100.00	100.00
30	S 89° 15' 00" E	100.00	100.00	100.00
31	N 00° 00' 00" E	100.00	100.00	100.00
32	S 00° 00' 00" W	100.00	100.00	100.00
33	N 89° 15' 00" W	100.00	100.00	100.00
34	S 89° 15' 00" E	100.00	100.00	100.00
35	N 00° 00' 00" E	100.00	100.00	100.00
36	S 00° 00' 00" W	100.00	100.00	100.00
37	N 89° 15' 00" W	100.00	100.00	100.00
38	S 89° 15' 00" E	100.00	100.00	100.00
39	N 00° 00' 00" E	100.00	100.00	100.00
40	S 00° 00' 00" W	100.00	100.00	100.00
41	N 89° 15' 00" W	100.00	100.00	100.00
42	S 89° 15' 00" E	100.00	100.00	100.00
43	N 00° 00' 00" E	100.00	100.00	100.00
44	S 00° 00' 00" W	100.00	100.00	100.00
45	N 89° 15' 00" W	100.00	100.00	100.00
46	S 89° 15' 00" E	100.00	100.00	100.00
47	N 00° 00' 00" E	100.00	100.00	100.00
48	S 00° 00' 00" W	100.00	100.00	100.00
49	N 89° 15' 00" W	100.00	100.00	100.00
50	S 89° 15' 00" E	100.00	100.00	100.00
51	N 00° 00' 00" E	100.00	100.00	100.00
52	S 00° 00' 00" W	100.00	100.00	100.00
53	N 89° 15' 00" W	100.00	100.00	100.00
54	S 89° 15' 00" E	100.00	100.00	100.00
55	N 00° 00' 00" E	100.00	100.00	100.00
56	S 00° 00' 00" W	100.00	100.00	100.00
57	N 89° 15' 00" W	100.00	100.00	100.00
58	S 89° 15' 00" E	100.00	100.00	100.00
59	N 00° 00' 00" E	100.00	100.00	100.00
60	S 00° 00' 00" W	100.00	100.00	100.00
61	N 89° 15' 00" W	100.00	100.00	100.00
62	S 89° 15' 00" E	100.00	100.00	100.00
63	N 00° 00' 00" E	100.00	100.00	100.00
64	S 00° 00' 00" W	100.00	100.00	100.00
65	N 89° 15' 00" W	100.00	100.00	100.00
66	S 89° 15' 00" E	100.00	100.00	100.00
67	N 00° 00' 00" E	100.00	100.00	100.00
68	S 00° 00' 00" W	100.00	100.00	100.00
69	N 89° 15' 00" W	100.00	100.00	100.00
70	S 89° 15' 00" E	100.00	100.00	100.00
71	N 00° 00' 00" E	100.00	100.00	100.00
72	S 00° 00' 00" W	100.00	100.00	100.00
73	N 89° 15' 00" W	100.00	100.00	100.00
74	S 89° 15' 00" E	100.00	100.00	100.00
75	N 00° 00' 00" E	100.00	100.00	100.00
76	S 00° 00' 00" W	100.00	100.00	100.00
77	N 89° 15' 00" W	100.00	100.00	100.00
78	S 89° 15' 00" E	100.00	100.00	100.00
79	N 00° 00' 00" E	100.00	100.00	100.00
80	S 00° 00' 00" W	100.00	100.00	100.00
81	N 89° 15' 00" W	100.00	100.00	100.00
82	S 89° 15' 00" E	100.00	100.00	100.00
83	N 00° 00' 00" E	100.00	100.00	100.00
84	S 00° 00' 00" W	100.00	100.00	100.00
85	N 89° 15' 00" W	100.00	100.00	100.00
86	S 89° 15' 00" E	100.00	100.00	100.00
87	N 00° 00' 00" E	100.00	100.00	100.00
88	S 00° 00' 00" W	100.00	100.00	100.00
89	N 89° 15' 00" W	100.00	100.00	100.00
90	S 89° 15' 00" E	100.00	100.00	100.00
91	N 00° 00' 00" E	100.00	100.00	100.00
92	S 00° 00' 00" W	100.00	100.00	100.00
93	N 89° 15' 00" W	100.00	100.00	100.00
94	S 89° 15' 00" E	100.00	100.00	100.00
95	N 00° 00' 00" E	100.00	100.00	100.00
96	S 00° 00' 00" W	100.00	100.00	100.00
97	N 89° 15' 00" W	100.00	100.00	100.00
98	S 89° 15' 00" E	100.00	100.00	100.00
99	N 00° 00' 00" E	100.00	100.00	100.00
100	S 00° 00' 00" W	100.00	100.00	100.00



Additional Information:
 The proposed project is located on a 100-acre parcel of land. The project site is situated on the east side of the parcel, bounded by the Main Road to the north and the adjacent property to the south. The project site is approximately 10 acres in size and is currently undeveloped. The project site is shown in the attached site plan. The project site is shown in the attached site plan. The project site is shown in the attached site plan.

Notes:
 1. The proposed project is located on a 100-acre parcel of land.
 2. The project site is situated on the east side of the parcel.
 3. The project site is approximately 10 acres in size.
 4. The project site is currently undeveloped.
 5. The project site is shown in the attached site plan.

Prepared by:
 Paul M. Blawie
 Surveyor
 100 Main Street
 State, D.C. 20001

APPROVED:
 2/27/2000
 [Signature]
 [Signature]
 [Signature]

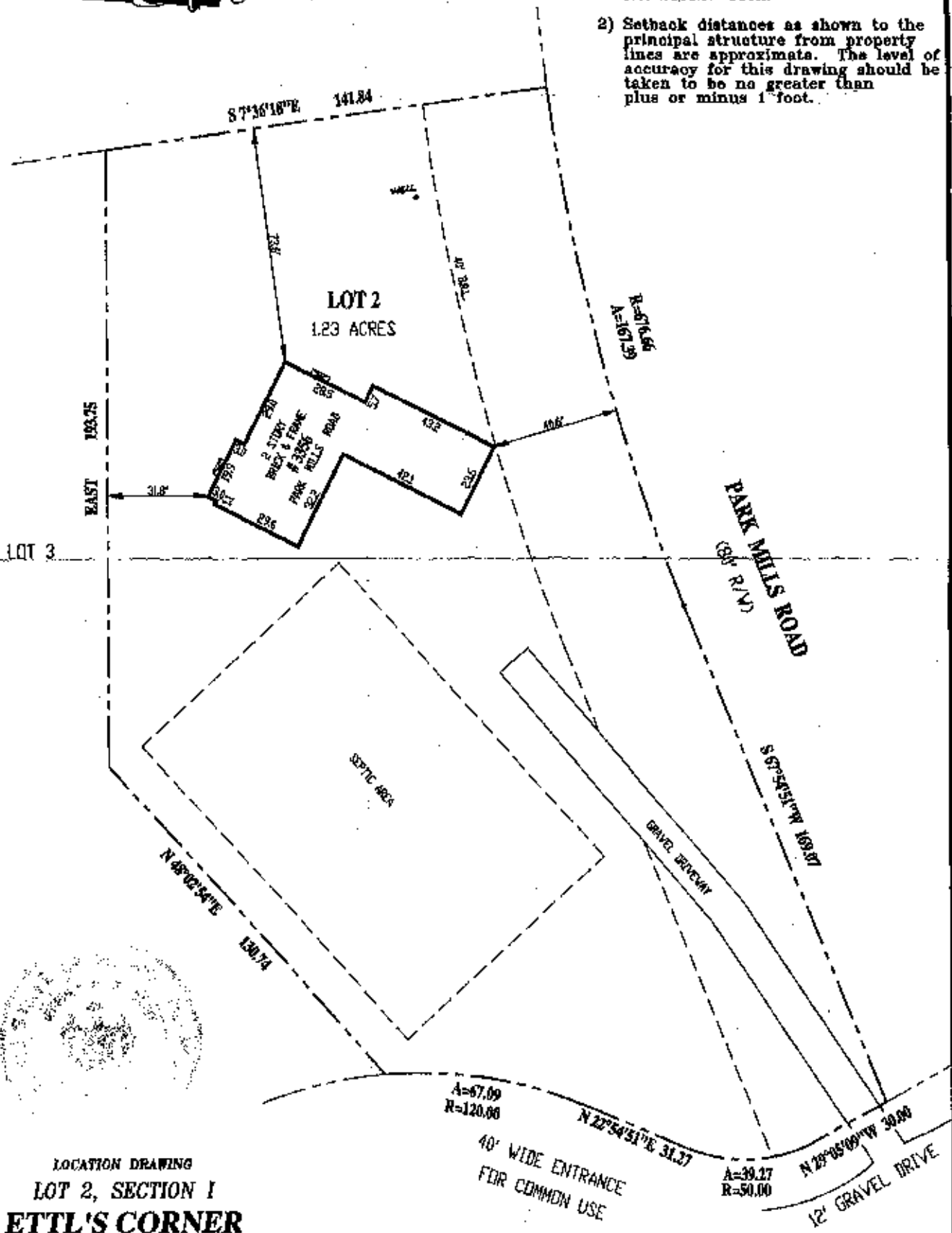
1. The proposed project is located on a 100-acre parcel of land.
2. The project site is situated on the east side of the parcel.
3. The project site is approximately 10 acres in size.
4. The project site is currently undeveloped.
5. The project site is shown in the attached site plan.

STANDARD:
 [] None
 [] Minor
 [] Moderate
 [] Major
 [] Severe


ETL'S CORNER
 1. ETL's Corner
 2. ETL's Corner
 3. ETL's Corner
 4. ETL's Corner
 5. ETL's Corner

DEVELOPER:
 [Signature]
 [Signature]
 [Signature]

- 1) 1000 zone C per R.O.D. panel No. 240027-010A.
- 2) Setback distances as shown to the principal structure from property lines are approximate. The level of accuracy for this drawing should be taken to be no greater than plus or minus 1 foot.



LOCATION DRAWING
LOT 2, SECTION 1
ETTL'S CORNER
 FREDERICK COUNTY, MARYLAND

SURVEYOR'S CERTIFICATE THE INFORMATION SHOWN HEREON HAS BEEN BASED UPON THE RESULTS OF A FIELD INSPECTION PURSUANT TO THE DEED OR PLAT OF RECORD. EXISTING STRUCTURES SHOWN HAVE BEEN FIELD LOCATED BASED UPON MEASUREMENTS FROM PROPERTY MARKERS FOUND OR FROM EVIDENCE OF LINES OF APPARENT OCCUPATION. <i>Jeffrey A. Foster</i> MARYLAND PROPERTY LINE SURVEYOR REG. NO. 587	REFERENCES PLAT BK. 88 PLAT NO. 144	 SNIDER & ASSOCIATES SURVEYORS - ENGINEERS LAND PLANNING CONSULTANTS 3 Professional Drive, Suite 216 Gaithersburg, Maryland 20879 301/948-5100, Fax 301/948-1288
	LIBER FOLIO	

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ALL LOTS IN THE Ettl's CORNER SUBDIVISION

COPY

THIS DECLARATION made on, 1999 by Johanna Moselle Ettl and Pandora Patricia Ettl, hereinafter referred to as the Declarants, individuals and owners of the Ettl's Corner Subdivision, consisting of all the land shown on the subdivision plat entitled "ETTL'S CORNER," recorded among the Land Records of Frederick County, Maryland, in Plat Book 66, Page 18.

WITNESSETH:

WHEREAS: The Declarants wish to establish covenants, conditions and restrictions for the development of said subdivision

WHEREAS: Such covenants, conditions and restrictions shall apply to all lots

WHEREAS: Such covenants, conditions and restrictions are for the purpose of protecting and promoting the value and desirability of the subdivision

NOW, THEREFORE, The Declarants hereby declare that all of the lots in the subdivision shall be held, sold and conveyed subject to the following covenants, conditions and restrictions and all shall run with the property and be binding on all parties having any right, title or interest in the described property or any part thereof.

1) The lots in said subdivision as now laid out or as hereinafter altered or modified shall be used for residential purposes only (subject to paragraph four below) and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, double or other multiple dwellings being hereby prohibited, not to exceed two and one half stories in height and a private garage for not more than three automobiles. Declarants, their personal representatives, successors, and assigns hereby reserve the right to approve the plans for any dwelling house to be constructed on the lot.

2) The ground floor area of the main structure shall not be less than 1,500 square feet for a one story dwelling and not less than 900 square feet for a one and one-half, two, or two and one-half story structure, excluding one story open porches, garages, breezeways and basements.



3) No dwelling erected upon the property shall have walls of exposed or open face concrete block. When construction of a dwelling is started, such construction shall be completed within one (1) year.

4) No building intended for commercial or business purposes shall be erected upon the property, and no building located up on the premises shall be converted into a building for commercial or business purposes. Except, however, the dwelling house may be used in part as a home occupation subject to the applicable zoning regulations of the Frederick County Zoning Ordinance, as amended from time to time. However, notwithstanding the provisions of the Frederick County Zoning Ordinance, any home occupation permitted on the property shall have no more than five business-related vehicle visits per week at the premises. No dwelling shall be converted into a hospital, asylum, sanatorium or public institution of any kind.

5) No structure of a temporary nature, trailer, mobile home, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporary or permanently.

6) Building lots shall be maintained at property owner's expense. All lots at all times shall be kept free of weeds and debris and shall be mowed as often as required in order to maintain a neat and orderly appearance. All said lots or any part thereof shall not be used as a dump or junk yard, and no refuse, junk or rubbish of any nature shall be dumped or allowed to accumulate on said land or parts thereof.

7) No signs, billboards, or advertising devices of any kind, except those used in subsequent sale of the property, shall be placed or otherwise installed on any lot or building.

8) All lot owners shall use their best efforts to insure that their lot will remain well wooded with healthy trees, and open spaces shall be covered with grass or ground cover.

9) No motor vehicles, vans, trucks no larger than 1/4 ton rated capacity, motorcycles, boats and trailers or any type shall be allowed on the property unless they display a valid, current appropriate license except those that are housed in a garage. No junked vehicles or parts of vehicles shall be stored on the property. No business or commercial vehicles displaying a commercial sign shall be regularly parked on the property. No tractors, trailers or any other vehicles or equipment will be

allowed on such lots unless they are stored in a garage. Any boat trailer or camper stored on any lot must be parked at least 25 feet beyond the rear of the dwelling house. All lots must make provisions for turning areas of motor vehicles thereon. All driveway entrances shall be constructed in accordance with the regulations or ordinances of Frederick County and at the property owner's expense.

10) No vehicles with exhaust systems other than manufacturer's recommended standard system permitted on any building site.

11) No open car-ports permitted.

12) That no animals, reptiles or fowl, other than pets such as a fish, cat or dog, shall be permitted to be kept on the said premises under three acres per county code.

13) A split-rail or open space board fence may be constructed around the perimeter/boundary of the property. Any swimming pool installed or erected on a lot must be enclosed with a protective fence, per Frederick County Code. However, chain-link and barbed wire fences are specifically prohibited.

14) All utility lines (electric, cable television, and telephone) shall be underground from the local source (pole) through all common easements to the dwelling.

15) The common right-of-way/access road/passthrough shall be maintained in a safe, attractive and well cared for manner and all lot owners shall participate in this effort, with all costs divided equally among the individual lot owners.

16) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

17) Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

18) TERMS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are first recorded, after which time said covenants shall be automatically

extended for successive periods of 10 years unless an instrument signed by two-thirds majority of the owners of the lots, as now platted, has been recorded, agreeing to change said covenants in whole or in part.

19) The provisions of COMBINED FOREST STAND DELINEATION PLAN and PRELIMINARY/FINAL FOREST CONSERVATION PLAN, and as amended, dated December, 1998 and approved February 3, 1999 by Frederick County Planning and Zoning is applicable to all lots in this subdivision and all purchasers are encouraged to become aware that certain restrictions may apply to each lot.

The Declarants for themselves, their personal representatives, successors and assigns, agree that all Deeds conveying title to any and all of the lots in said subdivision shall be conveyed subject to the above covenants and restrictions.

And the said Declarants do hereby covenant that they will warrant specially the property hereby conveyed and that they will execute any further assurances of said land as may be requisite.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, has hereunto set its hand and affixed its Seal this 7th day of June, 1999.

Witness:

DECLARANTS

Andrew W. Hoff

Johanna Moselle Ettl
JOHANNA MOSELLE ETTL

Andrew W. Hoff

Pandora Patricia Ettl
PANDORA PATRICIA ETTL



STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

Before you decide to sell or buy or rent a home you need to consider the following information:

Agents Who Represent the Seller

Seller's Agent: A seller's agent works for the real estate company that lists and markets the property for the sellers, or landlords, and exclusively represents the sellers or landlords. That means that he or she may assist the buyer or tenant in purchasing or renting the property, but his or her duty of loyalty is only to the sellers or landlords. The seller pays the seller's agent's fees as specified in a written listing agreement.

Cooperating Agent: A cooperating agent works for a real estate company different from the company for which the seller's agent works. The cooperating agent can assist a buyer or tenant in purchasing or renting a property, but his or her duty of loyalty is only to the sellers or landlords. The cooperating agent's fee is paid by the sellers or landlords through the seller's agent's company.

Agents Who Represent the Buyer

Presumed Buyer's Agent (no written agreement): When a person goes to a real estate agent for assistance in finding a home to buy or rent, the agent is presumed to be representing the buyer and can show the buyer properties that are not listed by the agent's real estate company. A presumed buyer's agent may *not* make or prepare an offer or negotiate a sale for the buyer. The buyer does *not* have an obligation to pay anything to the presumed agent.

If for any reason the buyer does not want the agent to represent him or her as a presumed agent, either *initially* or *at any time*, the buyer can decline or terminate a presumed agency relationship simply by saying so.

Buyer's Agent (by written agreement): A buyer or tenant may enter into a written contract with a real estate agent which provides that the agent will represent the buyer or tenant in locating a property to buy or rent. The agent is then known as the buyer's agent. That agent assists the buyer in evaluating properties and preparing offers, and negotiates in the best interests of the buyer or tenant. The agent's fee is paid according to the written agreement between the agent and the buyer or tenant. If you as a buyer or tenant wish to have an agent represent you exclusively, you must enter into a written buyer agency agreement.

Dual Agents

The possibility of **dual agency** arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate company, or broker, is called the "dual agent". Dual agents do not act exclusively in the interests of either the seller or buyer, or landlord or tenant, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

If both seller and buyer, or landlord and tenant, agree to dual agency by signing a Consent For Dual Agency form, then the real estate company (the "dual agent") will assign one agent to represent the seller or landlord (the seller's "intra-company agent") and another agent to represent the buyer or tenant (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as exclusive seller's or buyer's agents, including advising their clients as to price and negotiation strategy, provided the clients have both consented to be represented by dual agency.

Form # 1301G.1

1/99

RE/MAX 100-5300 Westview Dr Ste 200, Frederick MD 21703-9402
Phone: 301-695-5500 Fax: 301-663-7742 Elke Thornton-Husch

kookoby.zfk

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If either party does not agree to dual agency, the real estate company may withdraw the agency agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate company. If the buyer's agreement is terminated, the buyer or tenant may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer or tenant may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a cooperating agent from another company.

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling or buying or renting property:

>Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.

>Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.

>All agreements with real estate agents should be in writing and should explain the duties and obligations of the agent. The agreement should explain how the agent will be paid and any fee-sharing agreements with other agents.

>You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate agent is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate agent may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6200.

This notice is information required by law and is NOT A CONTRACT

We, the Sellers/Landlord Buyers/Tenants acknowledge receipt of a copy of this disclosure and

that RE/MAX 100 (firm name)

And Elke Thornton-Rusch (salesperson) are working as:

- Seller/landlord's agent
- Cooperating agent
- Buyer's agent
- Dual agent (See Consent for Dual Agency form)
(you may check more than one box)

Rusch

Balok Thornton 1/12/07
Signature Date

Andy [Signature] 1/12/07
Signature Date

I certify that on this date I made the required agency disclosure to the individuals identified below and they were unable or unwilling to acknowledge receipt of a copy of this disclosure statement.

Signature of agent _____ Date _____

Name of individual to whom disclosure was made _____

Name of individual to whom disclosure was made _____



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:

- >The buyer is interested in a property listed by a real estate company; and
- >The seller's agent and the buyer's agent work for that same real estate company.

Before the buyer and seller can proceed to be represented by a dual agent, they must both sign a Consent for Dual Agency. If they have previously signed a Consent for Dual Agency, they must affirm their consent for the sale of a particular property to a particular buyer.

Your Choices Concerning Dual Agency

When a dual agency situation in fact arises, the buyer and seller have the following options:

1. **Consent in writing to dual agency.** If all parties consent in writing, the real estate company (the "dual agent") will assign one real estate agent from the company to represent the seller or landlord (the seller's "intra-company agent") and another agent from the company to represent the buyer or tenant (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as an exclusive seller's or buyer's agent, including advising their clients as to price and negotiation strategy.
2. **Do not consent to dual agency.** If either the buyer or the seller, or landlord or tenant, refuses to consent in writing to dual agency, the real estate company must terminate the agency agreement for that particular property with either the buyer or the seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate company. If the buyer's agreement is terminated, the buyer or tenant may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer or tenant may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a cooperating agent from another company.

Important Considerations Before Making a Decision About Dual Agency

☞ A dual agent does not exclusively represent either the seller or buyer and 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 company does not owe undivided loyalty to either the seller or buyer.

1/09

LF 173-2

RE/MAX 100 S300 Westview Dr Ste 200, Frederick MD 21703-9402
Phone: 301-695-6500 Fax: 301-663-7742 Elke Thomson-Husch

keokaby.zfr

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INCLUSIONS/EXCLUSIONS DISCLOSURE AND ATTACHMENT TO LISTING AGREEMENT

PROPERTY ADDRESS 3356 Park Hills Rd, Adamstown, MD 21710

FOR USE WITH REGIONAL CONTRACT

PERSONAL PROPERTY, FIXTURES, AND UTILITIES: Unless otherwise negotiated in a contract of sale, the purchase price shall include the following personal property and fixtures: A. any existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, smoke and heat detectors, tv antennas, exterior trees and shrubs and B. The items marked YES below as currently installed or offered.

Grid of inclusion/exclusion items for regional contract with Yes/No columns and checkboxes.

ADDITIONAL INCLUSIONS (SPECIFY):

ADDITIONAL EXCLUSIONS (SPECIFY):

WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING: (Check all that apply)

Form for water, sewage, heating, and air conditioning details with checkboxes for Public, Well, Oil, Gas, Elec, etc.

FOR USE WITH MAR CONTRACT

INCLUSIONS/EXCLUSION: Unless otherwise negotiated in a contract of sale, the purchase price shall include all permanently attached fixtures, including all smoke detectors. Certain other now existing items which may be considered personal property, whether installed or stored upon the property, are included or excluded, as follows (if box is not checked, then item shall be considered excluded):

Grid of inclusion/exclusion items for MAR contract with Yes/No columns and checkboxes.

ADDITIONAL INCLUSIONS (SPECIFY):

ADDITIONAL EXCLUSIONS (SPECIFY):

I/We, the Seller(s) of the above referenced property, have completed these checklists disclosing what conveys with the property and give permission to make this information available to prospective buyers.

Handwritten signatures and dates for Babak Kookaby and Judy A. Kookaby.

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 3356 Park Mills Rd, Adamstown, MD 21710

Legal Description:

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, Annotated Code of Maryland, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner 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 owner. 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 owner to disclose information about latent defects in the property that the owner has actual knowledge of. The owner 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 OWNERS: 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 Owners and is based upon the actual knowledge of Owners as of the date noted. Disclosure by the Owners 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 Owners as to the condition of the property of which the Owners have no knowledge or other conditions of which the Owners have no actual knowledge.

How long have you owned the property? 5 YRS

Property System: Water, Sewage, Heating & Air Conditioning (Answer all that apply)

Water Supply: [] Public, [x] Well, [] Other
Sewage Disposal: [] Public, [x] Septic System approved for (# bedrooms)
Garbage Disposal: [] Yes, [x] No
Dishwasher: [x] Yes, [] No
Heating: [] Oil, [] Natural Gas, [] Electric, [x] Heat Pump Age 5 YRS, [] Other
Air Conditioning: [] Oil, [] Natural Gas, [] Electric, [x] Heat Pump Age 5 YRS, [] Other
Hot Water: [] Oil, [] Natural Gas, [x] Electric Capacity 60-65 GAL, Age 5 YRS, [] Other

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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: _____
 Will the smoke detectors provide an alarm in the event of a power outage? Yes No Does Not Apply
 Comments: BATTERY BACKUP

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 Unknown
 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. 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: _____

16. 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: _____

17. 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: Homeowners (HOA) _____

18. Are there any other material defects, including latent defects, affecting the physical condition of the property? Yes No Unknown

Comments: _____

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

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

Owner X Babak Rookaby Date 1/17/07
Babak Rookaby

Owner X Judy A. Rookaby Date 1/17/07
Judy A. Rookaby

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 _____

Rev 10-1-05

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(Formerly #113017/K)

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rookaby.zls

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO OWNER(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 owner(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 owner(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.

The owner(s) has actual knowledge of the following latent defects: _____

Owner _____ Date _____
Babak Kookaby

Owner _____ Date _____
Judy A Kookaby

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 _____

Form: DLJR/REC/P/10-1-01Rev
Rev 10-1-05

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Kookaby, LLC

Real Estate Transfer Disclosure Statement



THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN THE COUNTY OF FREDERICK, STATE OF MARYLAND, DESCRIBED AS 3356 Park Mills Rd, Adamstown, MD 21710

THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE FREDERICK COUNTY RIGHT TO FARM ORDINANCE IN COMPLIANCE WITH FREDERICK COUNTY ORDINANCE NO. _____ (THE FREDERICK COUNTY RIGHT TO FARM ORDINANCE)

SELLER'S INFORMATION

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER 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 BETWEEN THE BUYER AND SELLER.

FREDERICK COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Frederick County 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 24-hour period (including aircraft), vibration, the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides. Frederick County has determined that inconveniences or discomforts associated with such agricultural operations shall not be considered to be an interference with reasonable use and enjoyment of land, if such operations are conducted in accordance with generally accepted agricultural management practices. Frederick County has established 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 Frederick County Planning Department for additional information.

Seller Babak Kookaby Date 1/17/07
Seller Judy A. Kookaby Date 1/17/07

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT:

Buyer _____ Date _____
Buyer _____ Date _____

IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.