

Bobbi Prescott & Associates
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 Office 301.698.5005 ~ Cell 301.514.6163

- *these documents are available online, in the MLS -*

Frederick County, Maryland

Property Report:

107 MINA DR
MIDDLETOWN MD 21769

* This data may not include the City of Frederick or other independent municipalities within Frederick County



General Information	
Municipality:	Middletown
Tax Account:	1103161188
Tax Map/Parcel:	0501 /0195
Plat:	0064/0014
Census Tract:	752601
Zoning * :	Click here to view your zoning atlas page.
Comprehensive Land Use* :	Click here to view your comprehensive land use atlas page.

Voting Districts	
Precinct:	03-002
Legislative District:	04
Congressional District:	6
Council District:	1

Services Information	
Recycle Day:	Red Wednesday
Water Service:	Yes
Sewer Service:	Yes
Broadband:	National Broadband Map

School Districts	
High:	Middletown High
Middle:	Middletown Middle
Elementary/Primary:	Middletown Elementary Middletown Primary

Public Safety Information	
Police District:	Frederick County Sheriffs Office
Fire Station Number:	7
Fire Station:	Middletown Volunteer Fire Company
Registered Sex Offenders Within 1/4 Mile:	0
Reported Crimes Within 1/4 Mile (2017) * :	75
Hospital:	Frederick Health Hospital

Closest Points of Interest	
Library:	Middletown
Park:	Middletown Park
Farmer's Market:	Middletown Farmer's Market
Golf Course:	Hollow Creek Golf Club
TransIT Service Within 1/4 Mile:	No

Historic Properties in the Area	
Please visit the Maryland Inventory of Historic Properties to view further information on each site.	
F-4-086 / Charles H. Coblentz Farmstead	
F-4-038 / Airview Survey District	
F-4-073 / Old National Pike Milestone No. 52	

This report was dynamically assembled from various layers of geographical information, some of which is not maintained by Frederick County GIS. This report may or may not accurately represent the source address completely and correctly. Any reliance on this data is at the sole risk of the user.

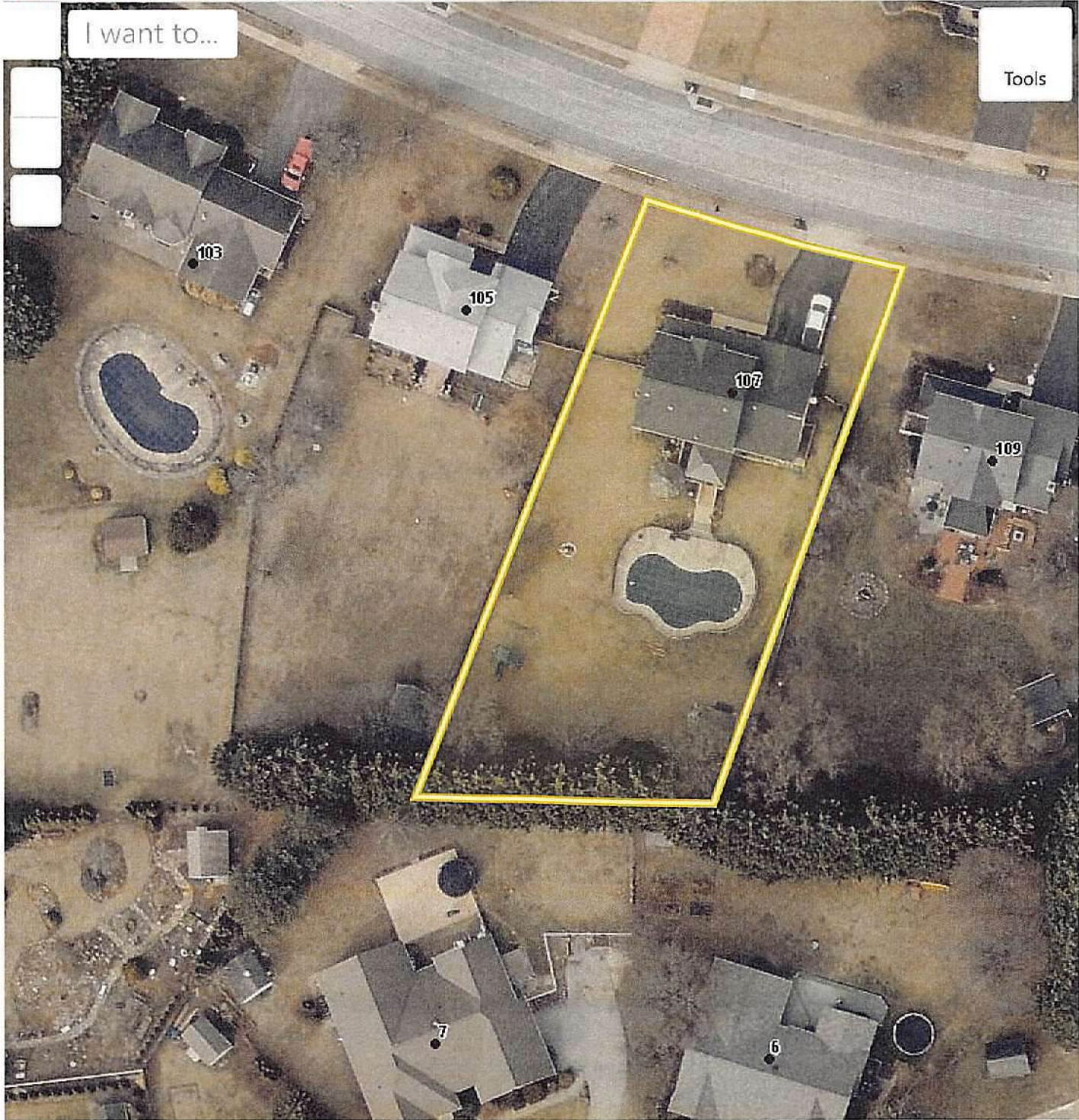


Frederick County,
Maryland

Search...

I want to...

Tools




Street/A...

0 30 60ft

Real Property Data Search ()
Search Result for FREDERICK COUNTY

View Map

No Ground Rent Redemption on File

No Ground Rent Registration on File

Special Tax Recapture: None

Account Number: District - 03 Account Identifier - 161188

Owner Information

Owner Name: FRONTUTO NICK WILLIAM
FRONTUTO MARIA RUTH

Use: RESIDENTIAL
Principal Residence: YES

Mailing Address: 107 MINA DR
MIDDLETOWN MD 21769

Deed Reference: /16728/ 00434

Location & Structure Information

Premises Address: 107 MINA DR
MIDDLETOWN 21769-0000

Legal Description: LOT 414 SECTION IV
PHASE I-21,389 SQ. FT.
FOXFIELD AT MIDDLETOWN

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
055I	21	0195	3010007.11	0000	IV		414	2024	Plat Ref: 0066/ 0013

Town: MIDDLETOWN

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1999	2,580 SF	1100 SF	21,389 SF	000000

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
2	YES	STANDARD UNIT	FRAME/	5	2 full/ 1 half	1 Attached	

Value Information

	Base Value	Value	Phase-in Assessments	
		As of	As of	As of
		01/01/2024	07/01/2025	07/01/2026
Land:	115,700	137,000		
Improvements	342,200	521,600		
Total:	457,900	658,600	591,700	658,600
Preferential Land:	0	0		

Transfer Information

Seller: GOODYEAR RICHARD F & KAREN L
Type: ARMS LENGTH IMPROVED

Date: 01/09/2024
Deed1: /16728/ 00434

Price: \$729,000
Deed2:

Seller: COBLENTZ FARM LTD. PART.
Type: ARMS LENGTH IMPROVED

Date: 03/31/1999
Deed1: /02559/ 00387

Price: \$250,504
Deed2:

Seller:

Date:

Price:

Type:

Deed1:

Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2025	07/01/2026
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: Approved 04/04/2024

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application

Date:

Treasurer of Frederick County
PO Box 4310
Frederick, MD 21705-4310
Office Hours: Mon-Fri, 8 am - 4 pm
Phone: (301) 600-1111



FREDERICK COUNTY MD

REAL ESTATE TAXES AND FEES

www.frederickcountymd.gov/treasury

Levy Period	Parcel ID	Year	Bill Type	Occupancy	Bill No.	Bill Date
07/01/2025 - 06/30/2026	03-161188	2026	FY	PRINCIPAL RESIDENCE	2736579	07/01/2025

FRONTUTO NICK WILLIAM
FRONTUTO MARIA RUTH
107 MINA DR
MIDDLETOWN, MD 21769

Property Location
107 MINA DR

Property Description
LOT 414 SECTION IV
PHASE I-21,389 SQ. FT.
FOXFIELD AT MIDDLETOWN

Liber 16728 Folio 434

Charges	Assessment/Units	Rate	Amount
STATE TAXES	591,700	.112000	662.70
COUNTY TAXES	591,700	1.110000	6,567.87
MIDDLETOWN TAX	591,700	.232000	1,372.74
SYSTEM BENEFIT CHG	1	88.000	88.00
HMSTD STATE TAX CR	-14,420	.112000	-16.15
HMSTD COUNTY TAX CR	-40,560	1.110000	-451.33
HMSTD MUN TAX CR	-40,560	.232000	-94.33
TOTAL			8,129.50
TOTAL DUE			8,129.50

County Current Real Property Tax Rate	Preceding County Real Property Tax Rate	Difference
1.11	1.11	= = .0000

*If you have a mortgage, please
verify payment of your taxes with
your present mortgage company.*

PLEASE SEE THE PAYMENT SCHEDULE BELOW FOR AMOUNT DUE.

**FREDERICK
COUNTY
MARYLAND**

Parcel ID	Year	Bill Type	Bill No.
03-161188	2026	FY	2736579

Return this coupon with your
payment

☐ Check here if your address changed
& enter changes on the reverse side

FRONTUTO NICK WILLIAM
FRONTUTO MARIA RUTH
107 MINA DR
MIDDLETOWN, MD 21769

Make checks payable to:
Treasurer of Frederick County

DO NOT STAPLE OR FOLD - DO NOT WRITE BELOW LINE

208202630273657900000397738600000000000

**FREDERICK
COUNTY
MARYLAND**

Parcel ID	Year	Bill Type	Bill No.
03-161188	2026	FY	2736579

Choose payment option below
Return this coupon with your
payment

☐ Check here if your address changed
& enter changes on the reverse side

FRONTUTO NICK WILLIAM
FRONTUTO MARIA RUTH
107 MINA DR
MIDDLETOWN, MD 21769

Annual Payment Schedule

If paid in:	Disc/Int	Amount Due
JUL	-86.72	8,042.78
AUG	-43.36	8,086.14
SEP	0.00	8,129.50
OCT	77.02	8,206.52
NOV	154.08	8,283.58
DEC	231.10	8,360.60
JAN	308.14	8,437.64
FEB	385.16	8,514.66

1st Semiannual Payment Schedule

If paid in:	Disc/Int	Amount Due
JUL	-43.36	4,065.40
AUG	-21.68	4,087.08
SEP	0.00	4,108.76
OCT	38.95	4,147.71
NOV	77.92	4,186.68

Make checks payable to:
Treasurer of Frederick County

DO NOT STAPLE OR FOLD - DO NOT WRITE BELOW LINE

208202630273657900000406540500000000000

Deed to
Shoemaker Horman & Clapp

AUR

LIBER 1658 FOLIO 705

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FOXFIELD AT MIDDLETOWN**

THIS DECLARATION made on the date hereinafter set forth by **COBLENTZ FARM LIMITED PARTNERSHIP**, a Maryland Limited Partnership (hereinafter sometimes collectively referred to as "**Declarant**").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate located in the Middletown Election District, Frederick County, Maryland, said real estate being part of all and the same real estate conveyed by Lois Ann Holder and Charles H. Coblentz, Sr., Co-Personal Representatives of the Estate of Catherine P. Coblentz, unto Coblentz Farm Limited Partnership, a Maryland Limited Partnership, by deed dated September 15, 1988 and recorded in Liber 1513 at folio 37, among the aforesaid Land Records, which said property Declarant desires to develop as a residential subdivision to be known as Foxfield at Middletown; and

WHEREAS, Declarant wishes to establish Covenants, Conditions and Restrictions for the development of the abovementioned property as hereinafter described; and

WHEREAS, said Covenants, Conditions and Restrictions shall apply to all of the lots indicated and shown on a plat of subdivision entitled "**Final Plat, Section I, Lots 1 to 6, FOXFIELD AT MIDDLETOWN**" recorded in Plat 43 at page 157, among the Plat Records of Frederick County, Maryland; and supplements to this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the lots described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are established for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described real property or any part thereof and any future amendment or resubdivision thereof.

1. The area of the property subject to this Declaration (sometimes called the "**property**", the "**subject property**" and/or the "**lots**" as the context shall require) may be increased by filing among the Land Records of the jurisdiction referred to above, supplements to this Declaration, which need only be signed by the Declarant, the owner of additional land described in the supplement and the holder of any mortgage or similar lien thereon, stating that the additional land shall be subject to this Declaration.

2. The lots of said property, as now laid out or as hereinafter altered or modified, shall be used for residential purposes only and no buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and normal residential incidental structures (such as, but not limited to, storage sheds, pool/bath houses, fences, and private garages for not more than four automobiles). No dwelling shall be permitted on any lot the ground floor area of the main structure, exclusive of one-story open porches and garages, of which shall be less than 2,200 square feet for a one-story dwelling. A two-story dwelling, exclusive of open porches and garages, shall contain in the aggregate a minimum of 3,000 square feet for the combined first and second floors and a one and a half story dwelling, exclusive of open porches and garages, shall contain a minimum of 2,500 square feet with not less than 2,000 square feet on the first floor. Additionally, private recreational facilities such as tennis courts and swimming pools are allowed as approved by the Architectural Control Committee as provided in paragraph 3. below. Lastly, real estate sales, construction offices and signs may be erected, maintained and operated on any part of said land

SHOEMAKER, HORMAN & CLAPP, P.A.

24.00
144.85 #
24.00
22.00
144.85 #
2.00
R01 714:53
07/18/90

and in any building or structure now or hereafter erected thereon during the original construction and sales as approved by the Architectural Control Committee.

3. No building, fence, wall or structure of any kind (including satellite dish or dish and antenna) shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the location of the building, fence, wall or structure have been approved by the Architectural Control Committee as to the quality of workmanship, materials, colors, overall size and proportions and harmony of external design with existing structures and as to location with respect to topography and finish grade elevation.

Subject to removal by Declarant upon completion of development and construction as set forth below, the Architectural Control Committee is composed of one person, namely, Gholamali Memarsadeghi, 5705 Industry Lane, Frederick, Maryland 21701. Gholamali Memarsadeghi may designate a representative to act for him. In the event of death or resignation of Gholamali Memarsadeghi, Declarant shall have full authority to designate a successor. Neither Gholamali Memarsadeghi nor his designated representative shall be entitled to any compensation for services performed, pursuant to this covenant. Upon the completion of the development and construction of Foxfield at Middletown Subdivision, all rights, responsibilities and obligations of the Architectural Control Committee may be assigned by the Declarant to a Board elected by lot owners with each lot representing one vote, or any other persons or entity as may be expressly designated in writing by Declarant in its sole discretion, which shall thereafter cause to be created an Architectural Control Committee composed of Foxfield at Middletown residents (3 minimum) to act thereas and assume all rights, responsibilities and obligations of the Architectural Control Committee as set forth herein.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove plans and specifications within thirty (30) days after plans and specifications have been submitted to it, approval shall not be required and the related covenants shall be deemed to have been fully complied with. Any alteration, construction or fence begun before or during the submission to the Architectural Control Committee shall be deemed to be disapproved without further action by the Committee and shall be removed immediately upon demand by the Committee or its authorized representative whether said demand is made before or after the completion of said alteration, construction or fence.

4. No dwelling shall be permitted on any lot until the construction plans and specifications and a plan showing the location have been approved by the Architectural Control Committee as provided in Paragraph 3 above.

The Architectural Control Committee shall particularly review and approve the material which is proposed for installation on all exposed exterior surfaces on dwellings, storage sheds, pool/bath houses, garages, fences and other structures to be constructed on a lot. Said materials shall be of brick, stone, natural wood, stucco, weatherboard, aluminum or vinyl siding or combination thereof.

5. (a) No building (except removable storage sheds) shall be erected or located on any lot nearer to the front, side or rear lot lines than the minimum building setback lines as in effect and required by the Frederick County Zoning Ordinance at the time of construction.

(b) For the purposes of this covenant, eaves, steps, open porches and garden courts shall not be considered as a part of the building. This exception does not apply to paragraph 7. below.

(c) An encroachment into the aforesaid setback areas of not more than 12 inches, or as approved by the Frederick County Board of Appeals, shall not constitute a violation of these restrictions.

6. (a) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the front, side and rear six feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

(b) In addition to the aforesaid easements, the Declarant, their successors and assigns, reserve, until such time as all roads shall be paved and accepted into the county road system, a revertible slope easement along those portions of the lot bordered by a public street or road extending back not further than the building setback line. Declarant may grade or slope this area in order to meet the requirements of the Frederick County Government and other appropriate agencies with respect to slope and grade easements in connection with county roads. No trees, plants, shrubs or improvements other than those installed by the Declarant and other than grading shall be placed in the area until such time as the adjoining roads or streets are accepted into the county system. This revertible slope easement shall expire and become null and void and revert back to the individual lot owners at such time as the roads are constructed and accepted by Frederick County for maintenance.

7. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback lines as shown on the recorded plat or any amendment to or resubdivision thereof, excepting that when the rear yard of a home has frontage on a street which has denied access as noted on the recorded plat, this requirement will not apply. Notwithstanding the foregoing, no fences or walls shall be permitted to extend towards the street beyond the front corner of any dwelling. No fence or wall shall exceed 48 inches in height and shall not interfere with underground or surface drainage, structures, pipes or ditches. This height restriction shall not apply to enclosures of patios or open garden courts or retaining walls required by topography, but which enclosures, patios and retaining wall shall require a written approval of the Architectural Control Committee as provided in Paragraph 3.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or detrimental to health and/or safety.

9. No structure of a temporary nature, trailer, quonset hut, cabin, tent, shack, or other similar building shall be used on any lot at any time as a residence, either temporarily or permanently. No partially completed dwelling, including basement, garage or other stage of construction shall likewise be used as a residence.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than eight (8) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two dogs and no more than two cats or other similar domestic household pets, (i.e., two dogs and two cats and two birds per dwelling) may be kept provided that they are not kept, bred, or maintained for any commercial purposes and are not permitted to roam at large or are kept in such a manner as to become a nuisance to neighbors or adjoining property owners.

12. That portion of any lot covered by these covenants, which is not occupied by a building, shall be kept free and clear of all weeds and debris so that the same may be identified as a residential lot. Any lot which has been sold, but on which no building has been constructed, shall likewise be kept free and clear of debris, pending the construction of a residence thereon. Each property owner shall promptly remove or otherwise dispose of any accumulation of trash, garbage or rubbish, and at all times maintain said property in a neat and sanitary condition.

13. No automobiles, trucks under two tons, vans, recreational trailers, boats or any other vehicles or equipment of a similar nature shall be allowed on any property unless they display a valid current license or registration, or are stored in a garage and out of public view excepting that recreation vehicles and boats may be parked on a lot only with the approval of the Architectural Control Committee as to location and screening. In addition, no such vehicle shall be parked on the streets of the subdivision for a continuous or intermittent period to exceed 24 hours. No trucks over two tons, buses, tractors, trailers or similar items are permitted to be parked on any lot or any streets of the subdivision with or without a current registration or license, except for such vehicles that builder may require to be located during the construction and sales period.

14. All purchasers of lots within the property subject to this Declaration expressly acknowledge that the Declarant has precluded any argument that all sections or any portion of any section of the Foxfield at Middletown Subdivision are subject to a common scheme of development. Accordingly, it is agreed and understood that Declarant shall have the right, in its sole discretion, to extend the terms and provisions of this Declaration to any and/or all future sections of residential lots developed by Declarant within the Foxfield at Middletown Subdivision.

Further, it is understood that Declarant shall have the right, in its sole discretion, to impose different covenants, conditions and restrictions than those contained in this Declaration upon any one, or more, or all of the future sections of residential lots developed by Declarant within the Foxfield at Middletown Subdivision. The purpose of the provisions of this Paragraph 14 is to afford to the Declarant the widest latitude in the development of the Foxfield at Middletown Subdivision, and no lot owner subject to this Declaration and no other person shall, after the recordation hereof, rely upon any presumption involving a common scheme of development with respect to Foxfield at Middletown Subdivision.

15. Subject to the provisions of Paragraph 2, these covenants are to run with the property and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots subject to this Declaration that have been recorded, agreeing to change said covenants in whole or in part.

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

17. Invalidity of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

It is further agreed by and between the Declarant and subsequent lot owners and by and between the lot owners who own lots in the future, in all cases for themselves and their respective personal representatives, heirs, successors and assigns, as follows:

(a) Any and all of the rights and powers (including discretionary powers and rights) herein reserved by or conferred upon Declarant may be assigned or transferred by Declarant, its successors and assigns, to any one or more corporations, individuals, or associations, agreeing to accept the same. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded among the Land Records of Frederick County, Maryland, and upon recordation thereof, the Grantee or Grantees of such rights and powers shall thereupon and thereafter have the right to exercise and perform all of the rights and powers reserved by or conferred upon Declarant by this Declaration.

(b) These Covenants are to run with the land as designated on the aforesaid plat, and shall be binding on the owners of all lots on said plat, their personal representatives, heirs, successors and assigns and all parties claiming by, through or under them.

18. It shall not be necessary to incorporate the covenants herein set forth in every deed of conveyance for lots set forth on the aforescribed plat recorded or to be recorded for sections of residential lots among the Plat Records of Frederick County, Maryland, but the reference to this Declaration and restrictive covenants herein shall be in sufficient notice of said covenants.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and affixed its Seal this 16th day of July, 1990.

WITNESS:

COBLENTZ FARM LIMITED PARTNERSHIP
a Maryland Limited Partnership
By: ADMAR CONSTRUCTION, INC.

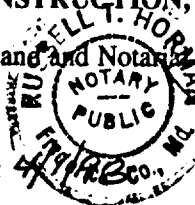
By: Gholamali Memarsadeghi (SEAL)
Gholamali Memarsadeghi
President of Admar Construction, Inc.
General Partner of Coblentz Farm Limited Partnership

SHOEMAKER, HORMAN & CLAPP, P.A.

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 16th day of July, 1990, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Gholamali Memarsadeghi and made oath in due form of law that he is President of ADMAR CONSTRUCTION, INC., which is the General Partner of COBLENTZ FARM LIMITED PARTNERSHIP, a Maryland Limited Partnership, and that he, as President of ADMAR CONSTRUCTION, INC., being authorized to do so, executed the foregoing instrument on behalf of ADMAR CONSTRUCTION, INC. for the purposes therein contained.

WITNESS my hand and Notary Seal.



Notary Public

My Commission Expires: 4/19/92

**SIXTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR FOXFIELD AT MIDDLETOWN**

THIS SIXTH AMENDMENT TO DECLARATION of Covenants, Conditions and Restrictions for Foxfield at Middletown, made this 4th day of **September, 1998**, by **COBLENTZ FARM LIMITED PARTNERSHIP**, a Maryland Limited Partnership, (hereinafter sometimes referred to as "Declarant").

WHEREAS, Declarant is the owner of certain real estate located in the Middletown Election District, Frederick County, Maryland; said real estate being a part of all and the same real estate that was conveyed by **Lois Ann Holder and Charles H. Coblentz, Sr.**, Co-Personal Representatives of the Estate of **Catherine P. Coblentz**, unto **Coblentz Farm Limited Partnership**, a Maryland Limited Partnership, by deed dated **September 15, 1988**, and recorded in **Liber 1513** at folio **37**, among the Land Records of Frederick County, Maryland; and

WHEREAS, Declarant, by **Declaration of Covenants, Conditions and Restrictions for Foxfield at Middletown**, dated **July 16, 1990**, and recorded in **Liber 1658** at folio **705**, among the Land Records of Frederick County, Maryland (hereinafter referred to as the "Declaration"), imposed covenants, conditions and restrictions on a portion of the property obtained from **Lois Ann Holder and Charles H. Coblentz, Sr.**, Co-Personal Representatives of the Estate of **Catherine P. Coblentz**, by deed recorded in **Liber 1513** at folio **37**, among the aforesaid Land Records; and

WHEREAS, Declarant, pursuant to paragraph 1 on page 1 and paragraph 14 on pages 3 and 4 of the abovementioned Declaration, reserved the right to supplement and amend said Declaration by imposing the Declaration on additional lots in Foxfield at Middletown by supplementing the Declaration and reserved the right to amend the terms and conditions of the Declaration in the future to impose different covenants, conditions and restrictions than those contained in the Declaration upon one, or more, or all of the future sections of residential lots developed by Declarant within Foxfield at Middletown Subdivision; and

WHEREAS, Declarant, by **First Amendment to Declaration of Covenants, Conditions and Restrictions for Foxfield at Middletown**, dated **October 15, 1993**, and recorded in **Liber 1940** at folio **946**, among the aforesaid Land Records, expanded the operation and effect of the Declaration to include additional lots or parcels of land in Foxfield at Middletown and made certain other modifications; and

WHEREAS, Declarant, by **Second Amendment to Declaration of Covenants, Conditions and Restrictions for Foxfield at Middletown**, dated **June 20, 1994**, and recorded in **Liber 2023** at folio **290**, among the aforesaid Land Records, expanded the operation and effect of the Declaration to include additional lots or parcels of land in Foxfield at Middletown and made certain other modifications; and

WHEREAS, Declarant, by **Third Amendment to Declaration of Covenants, Conditions and Restrictions for Foxfield at Middletown**, dated **June 20, 1994**, and recorded in **Liber 2032** at folio **1017**, among the aforesaid Land Records, expanded the operation and effect of the Declaration to include additional lots or parcels of land in Foxfield at Middletown and made certain other modifications; and

WHEREAS, Declarant, by **Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Foxfield at Middletown**, dated **August 25, 1995**, and recorded in **Liber 2130** at folio **1058**, among the aforesaid Land Records, expanded the operation and effect of the Declaration to include additional lots or parcels of land in Foxfield at Middletown and made certain other modifications; and

OCT 23 1998

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recorded in Liber 2297 at folio 626, among the aforesaid Land Records, expanded the operation and effect of the Declaration to include additional lots or parcels of land in Foxfield at Middletown and made certain other modifications; and

WHEREAS, Declarant desires to expand the operation and effect of the Declaration to include the hereinafter described lots or parcels of land in Foxfield at Middletown Subdivision and to amend paragraph 2 on pages 1 and 2 of the Declaration to modify the minimum amount of square footage allowable for residential dwellings on the hereinafter described lots; and

WHEREAS, this amended Declaration shall apply to all of the lots indicated and shown on a plat of subdivision entitled "Final Plat, Phase I, Section IV, Lots 401-417, 422-427, 435 & 436, FOXFIELD AT MIDDLETOWN", recorded in Plat Book 64 at page 14, among the Plat Records of Frederick County, Maryland, and supplements to this Declaration.

NOW, THEREFORE, WITNESSETH: Declarant hereby declares that all of the lots described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are established for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof and any future amendment or resubdivision thereof.

1. Pursuant to the terms of paragraph 1 on page 1 and paragraph 14 on pages 3 and 4 of the above-described Declaration, as amended, said Declaration shall be extended to include all of the lots indicated and shown on a plat of subdivision entitled "Final Plat, Phase I, Section IV, Lots 401-417, 422-427, 435 & 436, FOXFIELD AT MIDDLETOWN", recorded in Plat Book 64 at page 14, among the Plat Records of Frederick County, Maryland, and supplements to this Declaration.

2. Pursuant to paragraph 14 on pages 3 and 4 of the above-described Declaration, as amended, paragraph 2 of said Declaration shall be amended as follows with regard to its operation and effect on the lots described in paragraph 1 above:

"The lots of said property, as now laid out or as hereinafter altered or modified, shall be used for residential purposes only and no buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and normal residential incidental structures (such as, but not limited to, storage sheds, pool/bath houses, fences, and private garages for not more than four automobiles). No dwelling shall be permitted on any lot the ground floor area of the main structure, exclusive of one-story open porches and garages, of which shall be less than 1,600 square feet for a one-story dwelling. A two-story dwelling, exclusive of open porches and garages, shall contain in the aggregate a minimum of 2,000 square feet for the combined first and second floors and a one and a half story dwelling, exclusive of open porches and garages, shall contain a minimum of 1,800 square feet with not less than 1,400 square feet on the first floor. Additionally, private recreational facilities such as tennis courts and swimming pools are allowed as approved by the Architectural Control Committee as provided in paragraph 3. below. Lastly, real estate sales, construction offices and signs may be erected, maintained and operated on any part of said land and in any building or structure now or hereafter erected thereon during the original construction and sales as approved by the Architectural Control Committee."

3. Except as modified herein, the terms and conditions of the Declaration, as previously recorded, shall remain in full force and effect and shall also apply to the lots described herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and affixed its Seal on the date first above written.

WITNESS:

SHOEMAKER, HÖRMAN & CLAPP, P.A.

BK2469PG0713

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and affixed its Seal on the date first above written.

WITNESS:

Dixie L. Morgan

COBLENTZ FARM LIMITED PARTNERSHIP
a Maryland Limited Partnership
By: ADMAR CONSTRUCTION, INC.

Farhad Memarsadeghi (SEAL)
Farhad Memarsadeghi, formerly known as
Gholamali Memarsadeghi
President of Admar Construction, Inc.
General Partner of Coblentz Farm Limited Partnership

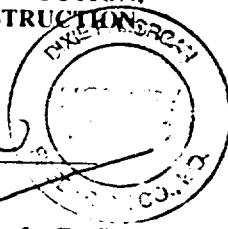
STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 4th day of September, 1998, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Farhad Memarsadeghi, formerly known as Gholamali Memarsadeghi, and made oath in due form of law that he is President of ADMAR CONSTRUCTION, INC., which is the General Partner of COBLENTZ FARM LIMITED PARTNERSHIP, a Maryland Limited Partnership, and that he, as President of ADMAR CONSTRUCTION, INC., being authorized to do so, executed the foregoing instrument on behalf of ADMAR CONSTRUCTION, INC. for the purposes therein contained.

WITNESS my hand and Notarial Seal.

My Commission Expires: 1/1/02

Dixie L. Morgan



~~THIS SIXTH AMENDMENT to Declarations of Covenants, Conditions and Restrictions for Foxfield at Middletown is hereby acknowledged and accepted by the undersigned Trustees for Farmers and Mechanics National Bank.~~

~~WITNESS:~~

~~Date:~~

~~Date:~~

~~N/A~~

~~(SEAL)
Trustee~~

~~(SEAL)
Trustee~~

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I Hereby Certify that on this _____ day of September, 1998, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ and _____ and made oath in due form of law that they are the Trustees for Farmers and Mechanics National Bank, and that as Trustees of Farmers and Mechanics National Bank, being authorized to do so, executed the foregoing instrument on behalf of Farmers and Mechanics National Bank for the purposes therein contained.

Witness my hand and Notarial Seal:

My Commission Expires:

I HEREBY CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Russell T. Horman
Russell T. Horman

NOTARY PUBLIC FEE \$ 2.00
RECORDING FEE \$ 15.00
TOTAL \$ 17.00
SEP 11, 1998 \$ 1.00
\$ 1.00
\$ 1.00
\$ 1.00

SHOEMAKER, HORMAN & CLAPP, P.A.



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 10/20/2025 ■ ADDENDUM to Contract of Sale dated _____
 between Buyer _____
 and Seller Nick William Frontuto Maria Ruth Frontuto
 for Property known as 107 Mina Drive, Middletown, MD 21769

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 | ☐ TV Antenna |
| ☒ Ceiling Fan(s) # _____ | ☐ Fireplace Screens/Doors | ☒ Pool, Equipment & Cover | ☐ Trash Compactor |
| ☐ Central Vacuum | ☐ Fireplace Equipment | ☒ Refrigerator(s) # _____ | ☒ Wall Mount TV Brackets |
| ☒ Clothes Dryer | ☐ Freezer | ☐ w/ Ice Maker(s) # _____ | ☐ 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, Equipment & Cover | ☐ Storm Doors | ☐ Wood Stove |
| ☐ Electronic Air Filter | ☐ Intercom | ☐ Storm Windows | |
| ☐ Exhaust Fan(s) # _____ | ☐ Microwave | ☐ Stove or Range | |

ADDITIONAL INCLUSIONS (SPECIFY): pool table + piano.

ADDITIONAL EXCLUSIONS (SPECIFY): _____

2. LEASED ITEM(S) INCLUDED:

- | | |
|---|---|
| ☐ Fuel Tank(s) | ☒ Other <u>propane tank</u> |
| ☐ 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 _____ |

Utility Service Providers: _____

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

Buyer Signature _____ Date _____	 Seller Signature _____ 10/20/2025 Seller Signature _____ 10/20/2025
-------------------------------------	--



HOMEOWNER'S INSURANCE DISCLOSURE



Property Address: 107 Mina Drive, Middletown, MD 21769
Street Address City/State/Zip

To assist the buyer in securing a homeowner's policy, the Seller makes the following disclosure by checking the appropriate statement:

1. ☒ I/We have filed no insurance claims, nor have any knowledge of any claims filed on the property listed above in the past five (5) years. I/We are not aware of any existing conditions that may lead to a claim against our homeowner's insurance policy.
2. ☐ I/We have filed _____ insurance claim(s), or know that there has/have been claims made during the past five (5) years, either by me/us or by the previous owner(s).
3. ☐ I/We are aware of conditions that may lead to a future insurance claim.

If item number 2 and/or 3 are checked, please describe the facts of the claim and/or conditions that may lead to a claim:

The current insurance company is: State Farm

[Signature] 10/20/2025
 Seller's Signature/Date

 Buyer's Signature/Date

[Signature] 10/20/2025
 Seller's Signature/Date

 Buyer's Signature/Date

Updated January 2021

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 107 Mina Drive, Middletown, MD 21769

Legal Description: LOT 414 SECTION IV PHASE I-21,389 SQ. FT. FOXFIELD AT MIDDLETOWN

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? 2yrs

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

Water Supply	☒ Public	☐ Well	☐ Other _____
Sewage Disposal	☒ Public	☐ Septic System approved for _____ (# of bedrooms)	Other Type _____
Garbage Disposal	☒ Yes	☐ No	
Dishwasher	☒ Yes	☐ No	
Heating	☐ Oil	☐ Natural Gas	☒ Electric ☐ Heat Pump Age _____ ☐ Other _____
Air Conditioning	☐ Oil	☐ Natural Gas	☒ Electric ☐ Heat Pump Age _____ ☐ Other _____
Hot Water	☐ Oil	☐ Natural Gas	☒ Electric Capacity _____ Age _____ ☐ Other _____

Please indicate your actual knowledge with respect to the following:

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

Comments: _____

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

Comments: _____

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

Type of Roof: _____ Age: _____

Comments: _____

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

Comments: _____

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

Comments: _____

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

Comments: _____

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

Comments: _____

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

Comments: _____

Is the system in operating condition? ☒ Yes ☐ No ☐ Unknown

Comments: _____

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

Comments: _____

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

Comments: _____

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?

☐ Yes ☒ No ☐ Unknown

Comments: _____

8A. Will the smoke alarms provide an alarm in the event of a power outage? ☒ Yes ☐ No

Are the smoke alarms over 10 years old? ☐ Yes ☒ No

If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018? ☐ Yes ☐ No

Comments: _____

9. Septic Systems: Is the septic system functioning properly? ☐ Yes ☐ No ☐ Unknown ☒ Does Not Apply

When was the system last pumped? Date: _____ ☐ Unknown

Comments: _____

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

Comments: _____

Home water treatment system: ☐ Yes ☒ No ☐ Unknown

Comments: _____

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

Comments: _____

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

Comments: _____

11. Insulation:

In exterior walls? ☒ Yes ☐ No ☐ Unknown

In ceiling/attic? ☒ Yes ☐ No ☐ Unknown

In any other areas? ☐ Yes ☐ No Where? _____

Comments: _____

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?

☐ Yes ☒ No ☐ Unknown

Comments: _____

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

Comments: _____

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

Comments: _____

Any treatments or repairs? ☐ Yes ☐ No ☐ Unknown

Any warranties? ☐ Yes ☐ No ☐ Unknown

Comments: _____

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property? ☐ Yes ☒ No ☐ Unknown

If yes, specify below

Comments: _____

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

☒ Yes ☐ No ☐ Unknown

Comments: _____

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property? ☐ Yes ☒ No ☐ Unknown

If yes, specify below

Comments: _____

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

Comments: _____

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District? ☐ Yes ☒ No ☐ Unknown If yes, specify below

Comments: _____

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

☐ Yes ☒ No ☐ Unknown If yes, specify below

Comments: _____

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

☐ Yes ☒ No ☐ Unknown

Comments: _____

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

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

Seller(s)  Date 10/20/2025

Seller(s)  Date 10/20/2025

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 _____ 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 _____



FREDERICK
COUNTY
ASSOCIATION OF
REALTORS®

FREDERICK COUNTY NOTICES AND DISCLOSURES

This disclosure statement is attached to and hereby made a part of the Contract dated _____ between _____ (Buyers(s)) and _____ (Seller(s)) for the property located in the County of Frederick, State of Maryland, described as 107 Mina Drive, Middletown, MD 21769 (the "Property").

1. **MASTER PLANS AND ZONING ORDINANCES:** Buyers have the right to review any applicable master plans and zoning ordinances, including but not limited to: Frederick Municipal Airport Overlay Zone, Historic Preservation Overlay District, National Register of Historic Places, Livable Frederick Master Plan, Carroll Creek Overlay District, and Monocacy Scenic River Management Plan, or other maps and information relating to planned land uses, roads, highways and the location of parks and other public facilities affecting the property. This information may be found online or at most local, county or state offices such as Parks and Recreation, Planning and Zoning, etc.
2. **FREDERICK COUNTY RIGHT TO FARM ORDINANCE NO. 96-23-175:** FREDERICK COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Frederick County Right to Farm Ordinance) WITHIN THE COUNTY. Buyer(s) 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 an Agricultural 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 question concerning this policy or the Reconciliation Committee, please contact the Frederick County Planning Department.
3. **SPECIAL TAXING DISTRICT OR COMMUNITY DEVELOPMENT AUTHORITY (CDA):** The property may be part of a Special Taxing District or Community Development Authority (CDA). There are Special Taxing Districts and CDAs in Frederick County, including but not limited to: Lake Linganore CDA, Urbana CDA, Brunswick Crossing, Lake Linganore-Oakdale CDA, Jefferson Tech Park, and others. For the most accurate and up-to-date information, please contact MuniCap, Inc. at (443) 539-4101.

If this sale is subject to a tax or fee of a Special Taxing District or CDA, State law requires that the seller disclose to the buyer at or before the time the contract is entered into, or within 20 calendar days after entering into the contract, certain information concerning the property being purchased. The content of the information to be disclosed is set forth in §10-704 of the Real Property Article of the Maryland Annotated Code and includes the amount of the current annual tax or fee, the number of years remaining for the tax or fee, and a statement of whether any tax or fee against the property is delinquent.

- The amount of the current annual tax or fee of the Special Taxing District or Community Development Authority on the property is \$_____.
- The number of years remaining for the tax or fee of the Special Taxing District or Community Development Authority on the property is _____.
- Any tax or fee of the Special Taxing District or Community Development Authority against the property ☐ is delinquent or ☐ is not delinquent.

Revised 06/01/2025

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Page 1 of 2

4. **NOTICE ON ZONES OF DEWATERING INFLUENCE:** The property may be located in a "Zone of Dewatering Influence." Such a zone is defined under Maryland law as the area surrounding a surface pit mine in "karst" terrain (limestone and carbonate rock containing closed depressions, sinkholes, caverns, cavities, and underground channels), where groundwater has been depleted through pumping activities in the subject mine. Dewatering of karst terrain may result in gradual caving in or sinking of the surface of the land. Dewatering may also result in declining ground water levels, which may affect the yield of wells on a property. The Maryland Department of the Environment (MDE) is required to provide on its website for use by the public a searchable map of established zones of dewatering influence. The MDE website can be accessed at <https://mde.maryland.gov/programs/LAND/mining/Pages/mapping.aspx>

A PURCHASER OF REAL PROPERTY LOCATED IN BALTIMORE COUNTY, CARROLL COUNTY, FREDERICK COUNTY, OR WASHINGTON COUNTY IS ADVISED TO CONTACT THE MARYLAND DEPARTMENT OF THE ENVIRONMENT TO DETERMINE WHETHER THE REAL PROPERTY FOR PURCHASE IS LOCATED WITHIN A ZONE OF DEWATERING INFLUENCE. MARYLAND LAW PROVIDES CERTAIN REMEDIES FOR PROPERTY IMPACTED BY DEWATERING.

5. **MARYLAND PIEDMONT RELIABILITY PROJECT ELECTRIC POWER LINE --** This disclosure pertains to properties in Baltimore, Carroll, and Frederick Counties.

The Maryland Piedmont Reliability Project ("Project") is a *PROPOSED* 500 KV electric power line transmission system expected to cross BALTIMORE, CARROLL, AND FREDERICK COUNTIES. If this property is located in Baltimore, Carroll, or Frederick County, it is strongly advised you obtain further information from the websites below to determine whether the proposed transmission line will affect the property directly or indirectly.

Project website:

<https://corporate.pseg.com/aboutpseg/companyinformation/thepsegfamilyofcompanies/psegrenewabletransmission/mprp>

Maryland Public Service Commission website: <https://www.psc.state.md.us/>



SELLER Nick William Frontuto

DATE

BUYER

DATE



SELLER Maria Ruth Frontuto

DATE

BUYER

DATE



Revised 06-01-2025

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GENERAL ADDENDUM

Special provisions attached to and hereby made a part thereof, the Contract dated _____
 on Lot 414, Block _____, Subdivision FOXFIELD AT MIDDLETOWN,
107 Mina Drive, Middletown, MD 21769,
 located in FREDERICK County, Maryland between
 (Purchasers) _____
 and (Sellers) Nick William Frontuto Maria Ruth Frontuto

**ALL PARTIES UNDERSTAND AND AGREE THAT THE BUYER WILL HAVE THEIR LENDER ORDER THE
 APPRAISAL FOR THE ABOVE MENTIONED PROPERTY WITHIN 10 DAYS OF CONTRACT**

**RATIFICATION WITH CONFIRMATION SENT BY EMAIL TO THE LISTING AGENT AT THE FOLLOWING EMAIL
 ADDRESS:**
BOBBIPRESCOTT@GMAIL.COM

Maria R. Frontuto
 Seller
Nick William Frontuto
 Seller
10/20/2025
 Date

 Purchaser

 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 _____ to the Contract of Sale
between Buyer _____
and Seller Nick William Frontuto Maria Ruth Frontuto for Property
known as 107 Mina Drive, Middletown, MD 21769.

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		10/20/2025
		Seller's Signature	Date
Buyer's Signature	Date		10/20/2025
		Seller's Signature	Date
Agent's Signature	Date	 Agent's Signature Bobbi Prescott	10/20/2025
			Date

MLS Errors Disclosure Statement

All Parties related to the sale of this property understand and accept that the MLS system used to relay pertinent information to others regarding this property may contain errors and inadvertent inaccuracies.

Information contained within an MLS data source should be considered a SECOND SOURCE of information which could have been pulled from inaccurate public records and other sources. It is the Buyer(s) & Seller(s) responsibility to ensure accuracy of all information contained within. MLS information is general in nature and indeed not a guarantee of 100% accuracy.

As a Seller, you acknowledge that you have reviewed the MLS printout prior to entering a sales/purchase contract with any Buyer and all information is to the best of your knowledge.

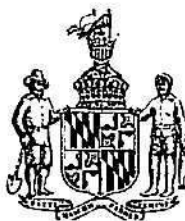
As a Buyer, you acknowledge that you have reviewed the MLS printout prior to entering into a purchase agreement with the Seller. You understand information contained within the MLS printout could contain errors and inadvertent inaccuracies.

Buyer _____ Date _____ Seller *Wendy Thon* Date 10/20/2025

Buyer _____ Date _____ Seller *Michael Thon* Date 10/20/2025

Property Address 107 Mina Drive, Middletown, MD 21769





STATE OF MARYLAND
REAL ESTATE COMMISSION

Consent for Dual Agency

(In this form, the word "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease")

When Dual Agency May Occur

The possibility of Dual Agency arises when:

- 1) The buyer is interested in a property listed by a real estate broker; and
- 2) The seller's agent and the buyer's agent are affiliated with the same real estate broker.

Important Considerations Before Making a Decision About Dual Agency

A broker or broker's designee, acting as a dual agent does not exclusively represent either the seller or buyer; there may be a conflict of interest because the interests of the seller and buyer may be different or adverse. As a dual agent, the real estate broker does not owe undivided loyalty to either the seller or buyer.

Before the buyer and seller can proceed to be represented by a broker acting as a dual agent, they must both sign Consent for Dual Agency. If the buyer has previously signed Consent for Dual Agency, the buyer must **affirm** the buyer's consent for the purchase of a particular property before an offer to purchase is presented to the seller. If the seller has previously signed Consent for Dual Agency, the seller must **affirm** the seller's consent for the sale of the property to a particular buyer before accepting an offer to purchase the property. The **affirmation** is contained on Page 2 of this form.

Your Choices Concerning Dual Agency

In a possible dual agency situation, the buyer and seller have the following options:

1. **Consent in writing to dual agency.** If all parties consent in writing, the real estate broker or the broker's designee (the "dual agent") shall assign one real estate agent affiliated with the broker to represent the seller (the seller's "intra-company agent") and another agent affiliated with the broker to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategy.
2. **Refuse to consent to dual agency.** If either party refuses to consent in writing to dual agency, the real estate broker must terminate the brokerage relationship for that particular property with the buyer, the seller, or both. If the seller terminates the brokerage agreement, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer terminates the brokerage agreement, the buyer may choose not to be represented but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company. Alternatively, the buyer may choose to enter into a written buyer agency agreement with a different broker/company.

Duties of a Dual Agent and Intra-Company Agent

Like other agents, unless the client gives consent to disclose the information, dual agents and intra-company agents must keep confidential information about a client's bargaining position or motivations. For example, without written consent of the client, a dual agent or intra-company agent may not disclose to the other party, or the other party's agent:

- 1) Anything the client asks to be kept confidential; *
- 2) That the seller would accept a lower price or other terms;
- 3) That the buyer would accept a higher price or other terms;
- 4) The reasons why a party wants to sell or buy, or that a party needs to sell or buy quickly; or
- 5) Anything that relates to the negotiating strategy of a party.

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

How Dual Agents Are Paid

Only the broker receives compensation on the sale of a property listed by that broker.

If a financial bonus is offered to an agent who sells property that is listed with his/her broker, this fact must be disclosed in writing to both the buyer and seller.

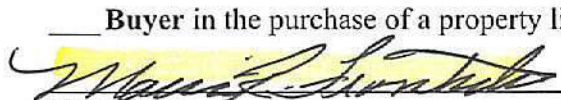
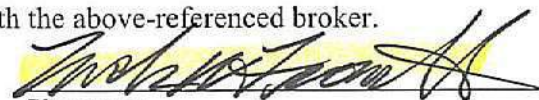
Consent for Dual Agency

I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency and that if I **refuse** to consent, there will not be a dual agency; and that I may withdraw the consent at any time upon notice to the dual agent. I hereby **consent** to have

_____ **RE/MAX Results** _____ act as a Dual Agent for me as the
(Firm Name)

☒ **Seller** in the sale of the property at: 107 Mina Drive, Middletown, MD 21769

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

	10/20/2025		10/20/2025
Signature	Date	Signature	Date

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

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

Property Address _____

_____ Signature	_____ Date	_____ Signature	_____ Date
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The undersigned **Seller(s)** hereby affirm(s) consent to dual agency for the Buyer(s) identified below:

Name(s) of Buyer(s)

_____ Signature	_____ Date	_____ Signature	_____ Date
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NOTIFICATION OF DUAL AGENCY WITHIN A TEAM

Under Maryland law, a team that provides real estate brokerage services must consist of two or more associate brokers or salespersons, or a combination of the two, who:

1. work together on a regular basis;
2. represent themselves to the public as being part of one entity; and
3. Designate themselves by a collective name such as "team" or "group."

The team operates within a brokerage, and team members are supervised by a team leader as well as by the broker, and, if they work in a brokerage branch office, by the branch office manager.

The law permits one member of a team to represent the buyer and one member to represent the seller in the same transaction only if certain conditions are met. If both parties agree, the **broker** of the real estate brokerage with which the salespersons or associate brokers are affiliated or the **broker's designee** (the "dual agent") shall designate one team member as the intra-company agent for the buyer and another team member as the intra-company agent for the seller. No one else may make that designation.

The law also requires that the buyer and seller each be notified in writing that the two agents are members of the same team, and that the team could have a financial interest in the outcome of the transaction in addition to any financial benefit obtained by selling one of the broker's own listings. THIS CONSTITUTES YOUR NOTICE OF THOSE FACTS.

Dual agency may occur only if both parties consent to it, and sign the Consent for Dual Agency form prescribed by the Real Estate Commission. If you have concerns or questions about being represented by a team member when another team member represents the other party, you should address these to the broker or branch office manager before signing the Consent form.

This form must be presented to the buyer and seller at the time the real estate licensee presents the disclosure of agency relationships. For the seller, that should occur no later than when the seller signs the listing agreement. For the buyer, that should occur no later than the initial scheduled showing of the property, subject of this transaction.

ACKNOWLEDGMENT OF RECEIPT OF NOTICE

I/we acknowledge receipt of the Notification of Dual Agency within a Team.




DATE: 10/20/2025

DATE: 10/20/2025



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This form is intended for use by members only.



BROKER AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT**Maryland**To (Client's Name(s)): Nick William Frontuto Maria Ruth FrontutoProperty Address: 107 Mina Drive, Middletown, MD 21769From: RE/MAX Results ("Broker") and Agent: Bobbi Prescott

This is to give you notice that RE/MAX Results and Agent have business relationships (e.g. direct or indirect ownership interests, joint ventures and/or office leases) with the following title and closing settlement service providers: Broker owns fourteen percent ownership in Catocin Title Partners, LLC, and Community Title Network, LLC, as an independently owned settlement company, owns sixty-five percent. Agent owns between one and three percent of Catocin Title Partners, LLC. Because of these relationships, this referral may provide RE/MAX Results and/or Agent a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are **NOT** required to use the listed providers as a condition for purchase, sale, or refinance of the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

TITLE INSURANCE CHARGES**Title Insurance Fees provided by Catocin Title Partners, LLC:**

Owner's Title Insurance Policy: Estimated charges for Enhanced Coverage calculated per Thousand Dollars (per \$1,000) of sales price as follows:

Maryland

First \$250,000	\$ 6.15
\$250,001-\$500,000	\$ 5.25
\$500,001-\$1,000,000	\$ 4.50
\$1,000,001-\$5,000,000	\$ 3.55

Additional charges

Simultaneous issue of Lenders' Title Insurance Policy is \$200.00 per Loan Policy

Insured Closing Protection Letter is \$ 45.00 per Loan Policy.

Estimated owners' title insurance premiums (per \$1,000 of sales price) are provided above for "enhanced" coverage. Other options may be available, including less comprehensive "standard" coverage and a "reissue rate," which could reduce your charges

Settlement Fees provided by Community Title Network, LLC:

Buyer Settlement Fees: \$600-\$1,100 Seller Settlement Fees: \$450-\$850

Additional service fees charged by 3rd party vendors for Title Abstracts generally range from \$110-\$300 and for Location Surveys generally range from \$250-\$600.

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that RE/MAX Results and Agent are referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

Nick William Frontuto 10/20/2025
Signature Date

Bobbi Prescott 10/20/2025
Signature Date

BROKER AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
Maryland

To (Client's Name(s)): _____

Property Address: 107 Mina Drive, Middletown, MD 21769

Street City State Zip

 From: RE/MAX Results ("Broker") and Agent: Bobbi Prescott


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Signature_____
Date_____
Signature_____
Date