

Sales Associate: Bobbi Prescott, License# 603372
Broker of Record: Sandy Olson, License# 527089

Team Office: 6 W Main Street, Middletown, MD 21769
Main Office: 5202 Presidents Court #310, Frederick, MD 21703

Disclosure Package:

**8 North Pointe Terrace
Middletown, Maryland 21769**

- Listing Brokers Offer of Compensation
- Frederick County Property Report
- Plat
- Aerial lot lines from public records
- SDAT Record
- Current Tax Bill
- Inclusion & Exclusions Addenda
- Maryland Residential Property Disclosure and Disclaimer Statement
- Homeowners Insurance Disclosure
- General Addendum - Appraisal Order Timeline
- Notice to Buyer & Seller of Buyer's Rights & Seller's Obligations
- Frederick County Notices and Disclosures
- MLS Errors Disclosure Statement
- Consent for Dual Agency
- Notification of Dual Agency Within a Team
- Affiliated Business Disclosure
- Covenants



Download these docs from here

PLEASE LEAVE THIS COPY AT THE PROPERTY

- these documents are available online, on the property website and in the MLS -

(This form shall *not* be uploaded to the Multiple Listing Service)

Property Address: 8 North Pointe Terrace, Middletown, MD 21769

7. In the event of a conflict relating to cooperative compensation between a Contract of Sale and this Offer of Cooperative Compensation, this Offer of Cooperative Compensation shall control.

Subagent's Broker/Authorized Representative Signature Date



Frederick County, Maryland

Property Report:

8 NORTH POINTE TER
MIDDLETOWN MD 21769

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



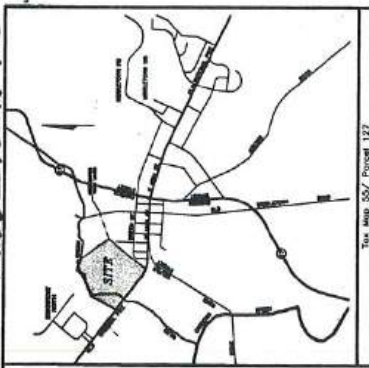
General Information		Public Safety Information	
Municipality:	Middletown	Police District:	Frederick County Sheriffs Office
Tax Account:	1103162664	Fire Station Number:	7
Tax Map/Parcel:	0055/0244	Fire Station:	Middletown Volunteer Fire Company
Plat:	0068-0113		
Census Tract:	752601	Registered Sex Offenders Within 1/4 Mile:	0
Zoning * :	Click here to view your zoning atlas page.	Reported Crimes Within 1/4 Mile (2017) * :	71
Comprehensive Land Use* :	Click here to view your comprehensive land use atlas page.	Hospital:	Frederick Health Hospital
Voting Districts		Closest Points of Interest	
Precinct:	03-002	Library:	Middletown
Legislative District:	04	Park:	North Pointe Park
Congressional District:	6	Farmer's Market:	Middletown Farmer's Market
Council District:	1	Golf Course:	Hollow Creek Golf Club
Services Information		TransIT Service Within 1/4 Mile:	No
Recycle Day:	Red Wednesday	Historic Properties in the Area	
Water Service:	Yes	Please visit the Maryland Inventory of Historic Properties to view further information on each site.	
Sewer Service:	Yes	F-4-136 / Bridge-Small Structure 1001X0	
Broadband:	National Broadband Map	F-4-039 / Middletown Historic District	
School Districts		F-4-044 / Spoolsville Survey District	
High:	Middletown High		
Middle:	Middletown Middle		
Elementary/	Middletown Elementary (3rd-5th)		
Primary:	Middletown Primary (Pre-K - 2nd)		

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.

CURVE DATA TABLE					
NO.	Δ	R	T	CHD	CHD. DIST.
A	297.55	275.00	142.04	216.22	140.37
B	295.18	274.00	118.26	215.20	140.37
C	292.81	273.00	94.48	214.18	140.37
D	290.44	272.00	70.70	213.16	140.37
E	288.07	271.00	46.92	212.14	140.37
F	285.70	270.00	23.14	211.12	140.37
G	283.33	269.00	-0.14	210.10	140.37
H	280.96	268.00	-25.36	209.08	140.37
I	278.59	267.00	-50.58	208.06	140.37
J	276.22	266.00	-75.80	207.04	140.37
K	273.85	265.00	-101.02	206.02	140.37
L	271.48	264.00	-126.24	205.00	140.37
M	269.11	263.00	-151.46	204.00	140.37
N	266.74	262.00	-176.68	203.00	140.37
O	264.37	261.00	-201.90	202.00	140.37
P	262.00	260.00	-227.12	201.00	140.37
Q	259.63	259.00	-252.34	200.00	140.37
R	257.26	258.00	-277.56	199.00	140.37
S	254.89	257.00	-302.78	198.00	140.37
T	252.52	256.00	-328.00	197.00	140.37
U	250.15	255.00	-353.22	196.00	140.37
V	247.78	254.00	-378.44	195.00	140.37
W	245.41	253.00	-403.66	194.00	140.37
X	243.04	252.00	-428.88	193.00	140.37
Y	240.67	251.00	-454.10	192.00	140.37
Z	238.30	250.00	-479.32	191.00	140.37
AA	235.93	249.00	-504.54	190.00	140.37
AB	233.56	248.00	-529.76	189.00	140.37
AC	231.19	247.00	-554.98	188.00	140.37
AD	228.82	246.00	-580.20	187.00	140.37
AE	226.45	245.00	-605.42	186.00	140.37
AF	224.08	244.00	-630.64	185.00	140.37
AG	221.71	243.00	-655.86	184.00	140.37
AH	219.34	242.00	-681.08	183.00	140.37
AI	216.97	241.00	-706.30	182.00	140.37
AJ	214.60	240.00	-731.52	181.00	140.37
AK	212.23	239.00	-756.74	180.00	140.37
AL	209.86	238.00	-781.96	179.00	140.37
AM	207.49	237.00	-807.18	178.00	140.37
AN	205.12	236.00	-832.40	177.00	140.37
AO	202.75	235.00	-857.62	176.00	140.37
AP	200.38	234.00	-882.84	175.00	140.37
AQ	198.01	233.00	-908.06	174.00	140.37
AR	195.64	232.00	-933.28	173.00	140.37
AS	193.27	231.00	-958.50	172.00	140.37
AT	190.90	230.00	-983.72	171.00	140.37
AU	188.53	229.00	-1008.94	170.00	140.37
AV	186.16	228.00	-1034.16	169.00	140.37
AW	183.79	227.00	-1059.38	168.00	140.37
AX	181.42	226.00	-1084.60	167.00	140.37
AY	179.05	225.00	-1109.82	166.00	140.37
AZ	176.68	224.00	-1135.04	165.00	140.37
BA	174.31	223.00	-1160.26	164.00	140.37
BB	171.94	222.00	-1185.48	163.00	140.37
BC	169.57	221.00	-1210.70	162.00	140.37
BD	167.20	220.00	-1235.92	161.00	140.37
BE	164.83	219.00	-1261.14	160.00	140.37
BF	162.46	218.00	-1286.36	159.00	140.37
BG	160.09	217.00	-1311.58	158.00	140.37
BH	157.72	216.00	-1336.80	157.00	140.37
BI	155.35	215.00	-1362.02	156.00	140.37
BJ	152.98	214.00	-1387.24	155.00	140.37
BK	150.61	213.00	-1412.46	154.00	140.37
BL	148.24	212.00	-1437.68	153.00	140.37
BM	145.87	211.00	-1462.90	152.00	140.37
BN	143.50	210.00	-1488.12	151.00	140.37
BO	141.13	209.00	-1513.34	150.00	140.37
BP	138.76	208.00	-1538.56	149.00	140.37
BQ	136.39	207.00	-1563.78	148.00	140.37
BR	134.02	206.00	-1589.00	147.00	140.37
BS	131.65	205.00	-1614.22	146.00	140.37
BT	129.28	204.00	-1639.44	145.00	140.37
BU	126.91	203.00	-1664.66	144.00	140.37
BV	124.54	202.00	-1689.88	143.00	140.37
BW	122.17	201.00	-1715.10	142.00	140.37
BX	119.80	200.00	-1740.32	141.00	140.37
BY	117.43	199.00	-1765.54	140.00	140.37
BZ	115.06	198.00	-1790.76	139.00	140.37
CA	112.69	197.00	-1815.98	138.00	140.37
CB	110.32	196.00	-1841.20	137.00	140.37
CC	107.95	195.00	-1866.42	136.00	140.37
CD	105.58	194.00	-1891.64	135.00	140.37
CE	103.21	193.00	-1916.86	134.00	140.37
CF	100.84	192.00	-1942.08	133.00	140.37
CG	98.47	191.00	-1967.30	132.00	140.37
CH	96.10	190.00	-1992.52	131.00	140.37
CI	93.73	189.00	-2017.74	130.00	140.37
CJ	91.36	188.00	-2042.96	129.00	140.37
CK	88.99	187.00	-2068.18	128.00	140.37
CL	86.62	186.00	-2093.40	127.00	140.37
CM	84.25	185.00	-2118.62	126.00	140.37
CN	81.88	184.00	-2143.84	125.00	140.37
CO	79.51	183.00	-2169.06	124.00	140.37
CP	77.14	182.00	-2194.28	123.00	140.37
CQ	74.77	181.00	-2219.50	122.00	140.37
CR	72.40	180.00	-2244.72	121.00	140.37
CS	70.03	179.00	-2269.94	120.00	140.37
CT	67.66	178.00	-2295.16	119.00	140.37
CU	65.29	177.00	-2320.38	118.00	140.37
CV	62.92	176.00	-2345.60	117.00	140.37
CW	60.55	175.00	-2370.82	116.00	140.37
CX	58.18	174.00	-2396.04	115.00	140.37
CY	55.81	173.00	-2421.26	114.00	140.37
CZ	53.44	172.00	-2446.48	113.00	140.37
DA	51.07	171.00	-2471.70	112.00	140.37
DB	48.70	170.00	-2496.92	111.00	140.37
DC	46.33	169.00	-2522.14	110.00	140.37
DD	43.96	168.00	-2547.36	109.00	140.37
DE	41.59	167.00	-2572.58	108.00	140.37
DF	39.22	166.00	-2597.80	107.00	140.37
DG	36.85	165.00	-2623.02	106.00	140.37
DH	34.48	164.00	-2648.24	105.00	140.37
DI	32.11	163.00	-2673.46	104.00	140.37
DJ	29.74	162.00	-2698.68	103.00	140.37
DK	27.37	161.00	-2723.90	102.00	140.37
DL	25.00	160.00	-2749.12	101.00	140.37
DM	22.63	159.00	-2774.34	100.00	140.37
DN	20.26	158.00	-2799.56	99.00	140.37
DO	17.89	157.00	-2824.78	98.00	140.37
DP	15.52	156.00	-2849.99	97.00	140.37
DQ	13.15	155.00	-2875.21	96.00	140.37
DR	10.78	154.00	-2900.43	95.00	140.37
DS	8.41	153.00	-2925.65	94.00	140.37
DT	6.04	152.00	-2950.87	93.00	140.37
DU	3.67	151.00	-2976.09	92.00	140.37
DV	1.30	150.00	-3001.31	91.00	140.37
DW	-1.07	149.00	-3026.53	90.00	140.37
DX	-3.44	148.00	-3051.75	89.00	140.37
DY	-5.81	147.00	-3076.97	88.00	140.37
DZ	-8.18	146.00	-3102.19	87.00	140.37
EA	-10.55	145.00	-3127.41	86.00	140.37
EB	-12.92	144.00	-3152.63	85.00	140.37
EC	-15.29	143.00	-3177.85	84.00	140.37
ED	-17.66	142.00	-3203.07	83.00	140.37
EE	-20.03	141.00	-3228.29	82.00	140.37
EF	-22.40	140.00	-3253.51	81.00	140.37
EG	-24.77	139.00	-3278.73	80.00	140.37
EH	-27.14	138.00	-3303.95	79.00	140.37
EI	-29.51	137.00	-3329.17	78.00	140.37
EJ	-31.88	136.00	-3354.39	77.00	140.37
EK	-34.25	135.00	-3379.61	76.00	140.37
EL	-36.62	134.00	-3404.83	75.00	140.37
EM	-38.99	133.00	-3430.05	74.00	140.37
EN	-41.36	132.00	-3455.27	73.00	140.37
EO	-43.73	131.00	-3480.49	72.00	140.37
EP	-46.10	130.00	-3505.71	71.00	140.37
EQ	-48.47	129.00	-3530.93	70.00	140.37
ER	-50.84	128.00	-3556.15	69.00	140.37
ES	-53.21	127.00	-3581.37	68.00	140.37
ET	-55.58	126.00	-3606.59	67.00	140.37
EU	-57.95	125.00	-3631.81	66.00	140.37
EV	-60.32	124.00	-3657.03	65.00	140.37
EW	-62.69	123.00	-3682.25	64.00	140.37
EX	-65.06	122.00	-3707.47	63.00	140.37
EY	-67.43	121.00	-3732.69	62.00	140.37
EZ	-69.80	120.00	-3757.91	61.00	140.37
FA	-72.17	119.00	-3783.13	60.00	140.37
FB	-74.54	118.00	-3808.35	59.00	140.37
FC	-76.91	117.00	-3833.57	58.00	140.37
FD	-79.28	116.00	-3858.79	57.00	140.37
FE	-81.65	115.00	-3884.01	56.00	140.37
FF	-84.02	114.00	-3909.23	55.00	140.37
FG	-86.39	113.00	-3934.45	54.00	140.37
FH	-88.76	112.00	-3959.67	53.00	140.37
FI	-91.13	111.00	-3984.89	52.00	140.37
FJ	-93.50	110.00	-4010.11	51.00	140.37
FK	-95.87	109.00	-4035.33	50.00	140.37
FL	-98.24	108.00	-4060.55	49.00	140.37
FM	-100.61	107.00	-4085.77	48.00	140.37
FN	-102.98	106.00	-4110.99	47.00	140.37
FO	-105.35	105.00	-4136.21	46.00	140.37
FP	-107.72	104.00	-4161.43	45.00	140.37
FQ	-110.09	103.00	-4186.65	44.00	140.37
FR	-112.46	102.00	-4211.87	43.00	140.37
FS	-114.83	101.00	-4237.09	42.00	140.37
FT	-117.20	100.00	-4262.31	41.00	140.37
FU	-119.57	99.00	-4287.53	40.00	140.37
FV	-121.94	98.00	-4312.75	39.00	140.37
FW	-124.31	97.00	-4337.97	38.00	140.37
FX	-126.68	96.00	-4363.19	37.00	140.37
FY	-129.05	95.00	-4388.41	36.00	140.37
FZ	-131.42	94.00	-4413.63	35.00	140.37
GA	-133.79	93.00	-4438.85	34.00	140.37
GB	-136.16	92.00	-4464.07	33.00	140.37
GC	-138.53	91.00	-4489.29	32.00	140.37
GD	-140.90	90.00	-4514.51	31.00	140.37
GE	-143.27	89.00	-4539.73	30.00	140.37
GF	-145.64	88.00	-4564.95	29.00	140.37
GG	-148.01	87.00	-4590.17	28.00	140.37
GH	-150.38	86.00	-4615.39	27.00	140.37
GI	-152.75	85.00	-4640.		

STORM DRAIN EASEMENT (#6)			
No	BLARING		DIST.
1	N84°30'02"E		113.78'
2	S01°40'38"E		18.91'
3	S66°18'51"E		7.23'
4	N01°40'38"W		42.65'
5	S84°55'02"W		121.04'
6	Δ=04°10'07"	R=275.00'	
L=20.01'			T=10.01'
354.88' OR 0.0000			

STORM DRAIN EASEMENT (19)	
No	BEARING DIST.
1	S25°49'20"E 149.43'
2	Δ = 22°02'35" R=275.00' L=86.56' T=43.82'
3	N31°16'15"W 62.39'
4	N76°16'15"W 2.77'
9110 OR 0.021AC	



SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE FINANCIAL SHOWN HEREON IS CORRECT; THAT IT IS A SUBDIVISION OF ALL OF THE LANDS CONTROLLED BY MICHAN LIMITED PARTNERSHIP TO CARLOTTO NORTH POINTE PROPERTIES, L.L.C. BY DEED DATED JANUARY 1, 1989, AND RECORDED AMONG THE LAND RECORDS OF FREDEBICK COUNTY, MISSISSIPPI, UNDER DEED BOOK 10, PAGE 10. THE DEED IS IDENTIFIED BY ANNOTATED CODE OF MISSISSIPPI, REAL PROPERTY BOOK, TITLE 3, SUBTITLE 1, ANNOTATED CODE OF MARYLAND, AND THE REQUIREMENTS OF THE FREDEBICK COUNTY CODE, SECTION 1-16-108, 1975 EDITION, AND AS ENACTED OR AMENDED THEREAFTER. THE DEED IS IDENTIFIED BY THE INDEXING PLAN AND SETTING OF MONUMENTS AND MARKERS HAVE BEEN COMPILED WITH

5.8.80
DATE

OWNER'S CERTIFICATION AND DEDICATION

[illegible]

PLANS FOR THE COMMUNITY WATER AND SEWER SYSTEMS AND A POINT OF DISCHARGE HAVE BEEN APPROVED BY THE MARYLAND DEPARTMENT OF THE ENVIRONMENT AND ALL LOTS WILL BE SERVED BY PUBLIC WATER AND SEWER SYSTEMS.

BY: KAPLOFF NORTH PONTE PROPERTIES L.L.C.: 5/17/00 DATE: 5/17/00
ELIZABETH KAPLOFF MANAGING MEMBER

THE OWNERS HAVE SWORN TO
AND SUBSCRIBED BEFORE ME THIS
DAY OF 22nd 2000.

OWNER:
KAPLOFF NORTH POINTE
PROPERTIES, LLC.
C/O BRIAN FROSH
3475 WILSON LANE
BETHESDA, MD. 20817
(301) 654-2111

Victoria Shuman
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV 6, 2002

FINAL PLAT
LOTS 1-6, 38-48, 71 & 72
PLAT 2

NORTH POINTE

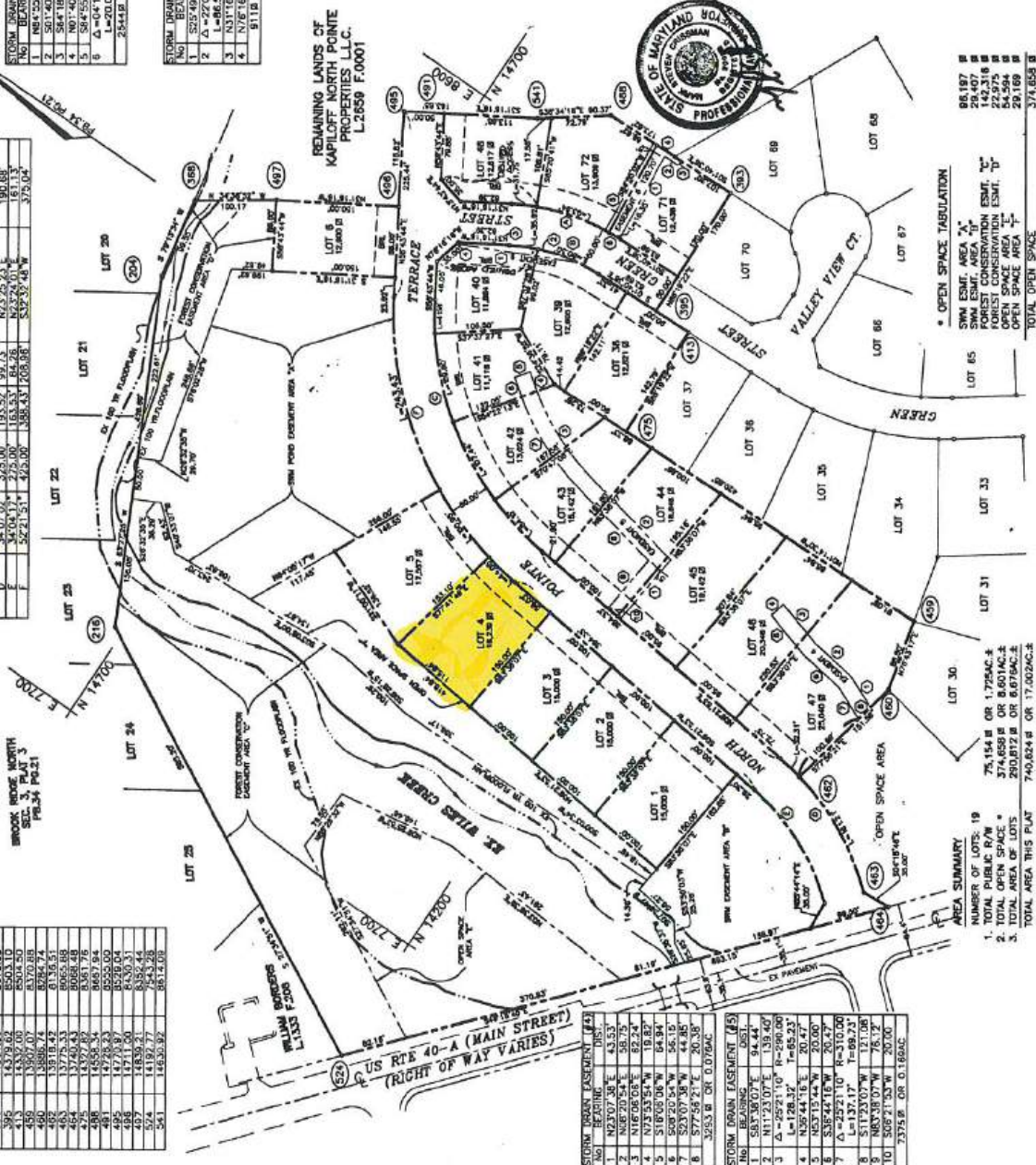
SITUATED ON US RTE. 40-A
MIDDLETOWN ELECTION DISTRICT No. 3
FREDERICK COUNTY, MARYLAND

DATE: FEBRUARY, 2000

ENGINEERS • PLANNERS • SURVEYORS
160 W. PATRICK STREET FREDERICK, MARYLAND 21701



m.deltatown	6/26/00	68/113
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SYMBOLS:		DATE	REVISION
○	PROPERTY CORNER		
●	IRON PIPE SET/FOUND		
■	CONCRETE MONUMENT		
	SET/FOUND		

NOTES:

1. RINK PIPES TO BE SET AT ALL PROPERTY CORNERS.
2. ALL PIPES TO BE CONVEYED TO THE TOWN OF MIDDLETOWN.
3. SITE IS ZONED R-1.
4. 25' WIDE REVERTIBLE EASEMENTS ARE RESERVED ALONG ALL ROAD FRONTAGES DURING ORIGINAL CONSTRUCTION ONLY.
5. EASEMENTS SHOWN ARE IN ACCORDANCE WITH IMPROVEMENT PLANS.
6. A 16 FOOT WIDE DRAINAGE AND UTILITY EASEMENT IS SERVED

* FRONT B.R.L. AS MEASURED FROM FACE OF CURB (MIDCLETOWN ZONING ORDINANCE SECTION 5.5)

APPROVED

Blount Rodrick

une APPROVED 3000
EDRICK COUNTY HEALTH DEPARTMENT

COMMUNITY WATER AND SEWER CONFORMS TO
THE FREDERICK COUNTY MASTER PLAN

Lee E. Power, MD

APPROVING AUTHORITY



Frederick County,
Maryland

Search...

I want to...

Tools



Street/A...

0 30 60ft

Real Property Data Search ()
Search Result for FREDERICK COUNTY

Search Tax Maps

No Ground Rent Redemption on File

No Ground Rent Registration on File

Special Tax Recapture: None

Account Number:

District - 03 Account Identifier - 162664

Owner Information

Owner Name:

WAYS PAULA & SUSAN C

Use:

RESIDENTIAL

Principal Residence:

YES

Mailing Address:

8 N POINTE TER
MIDDLETOWN MD 21769-8067

Deed Reference:

/05119/ 00228

Location & Structure Information

Premises Address:

8 NORTH POINTE TER
MIDDLETOWN 21769-0000

Legal Description:

LOT 4 PLAT 2
16,239 SQ.FT.
NORTH POINTE

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
065B	0001	0244	3030036.11	0000			4	2024	Plat Ref: 0068/ 0113

Town: MIDDLETOWN

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
2002	3,274 SF	1000 SF	16,239 SF	000000

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements	Pending Permit
2	YES	STANDARD UNIT	SIDING/	5	3 full/ 1 half	1 Attached	2002	None

Value Information

	Base Value	Value	Phase-In Assessments	
		As of	As of	As of
		01/01/2024	07/01/2025	07/01/2026
Land:	106,800	129,500		
Improvements	389,200	569,100		
Total:	496,000	698,600	631,067	698,600
Preferential Land:	0	0		

Transfer Information

Seller: MAZZARESE, JOHN A. & JANE M.	Date: 02/03/2005	Price: \$525,000
Type: NON-ARMS LENGTH OTHER	Deed1: /05119/ 00228	Deed2:

Seller: NVR INC.	Date: 03/12/2002	Price: \$333,475
Type: ARMS LENGTH IMPROVED	Deed1: /03094/ 00942	Deed2:

Seller: DSO PROPERTIES, LLC	Date: 01/11/2002	Price: \$310,000
Type: ARMS LENGTH MULTIPLE	Deed1: /03045/ 00988	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: No Application

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
07/01/2026 - 06/30/2027	03-162664	2027	FY	PRINCIPAL RESIDENCE	2937383	07/01/2026

WAYS PAUL A & SUSAN C
8 N POINTE TER
MIDDLETOWN, MD 21769-8067

Property Location
8 NORTH POINTE TER

Property Description
LOT 4 PLAT 2
16,239 SQ.FT.
NORTH POINTE

Liber 5119 Folio 228

Charges	Assessment/Units	Rate	Amount
STATE TAXES	698,600	.112000	782.43
COUNTY TAXES	698,600	1.110000	7,754.46
MIDDLETOWN TAX	698,600	.232000	1,620.75
SYSTEM BENEFIT CHG	1	88.000	88.00
TOTAL			10,245.64
TOTAL DUE			10,245.64

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.
03-162664	2027	FY	2937383

Return this coupon with your
payment

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

WAYS PAUL A & SUSAN C
8 N POINTE TER
MIDDLETOWN, MD 21769-8067

2nd Semiannual Payment Schedule		
If paid in:	Disc/Int	Amount Due
DEC	144.27	5,223.08
JAN	192.35	5,271.16
FEB	240.43	5,319.24

Make checks payable to:
Treasurer of Frederick County

DO NOT STAPLE OR FOLD - DO NOT WRITE BELOW LINE

208202710293738340000502383300000000000

FREDERICK
COUNTY
MARYLAND

Parcel ID	Year	Bill Type	Bill No.
03-162664	2027	FY	2937383

Choose payment option below
Return this coupon with your
payment

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

WAYS PAUL A & SUSAN C
8 N POINTE TER
MIDDLETOWN, MD 21769-8067

Annual Payment Schedule		
If paid in:	Disc/Int	Amount Due
JUL	-109.96	10,135.68
AUG	-54.98	10,190.66
SEP	0.00	10,245.64
OCT	97.04	10,342.68
NOV	194.09	10,439.73
DEC	291.18	10,536.82
JAN	388.22	10,633.86
FEB	485.26	10,730.90

1st Semiannual Payment Schedule		
If paid in:	Disc/Int	Amount Due
JUL	-54.98	5,111.85
AUG	-27.49	5,139.34
SEP	0.00	5,166.83
OCT	48.96	5,215.79
NOV	97.93	5,264.76

Make checks payable to:
Treasurer of Frederick County

DO NOT STAPLE OR FOLD - DO NOT WRITE BELOW LINE

208202710293738340000511185100000000000



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 8/3/2026 ■ ADDENDUM to Contract of Sale dated _____
 between Buyer _____
 and Seller Susan C. Ways
 for Property known as 8 North Pointe Terrace, 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) # <u>4</u>	☒ Fireplace Screens/Doors	☐ Pool, Equipment & Cover	☐ Trash Compactor
☐ Central Vacuum	☒ Fireplace Equipment	☒ Refrigerator(s) # <u>2</u>	☒ Wall Mount TV Brackets
☒ Clothes Dryer	☒ Freezer	☒ w/ Ice Maker(s) # <u>1</u>	☒ Wall Oven(s) # <u>2</u>
☒ Clothes Washer	☐ Furnace Humidifier	☒ Satellite Dish	☒ Water Filter
☒ Cooktop	☒ Garage Opener(s) # <u>1</u>	☐ Screens	☐ Water Softener
☒ Dishwasher	☒ Garage remote(s) # <u>1</u>	☒ 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) # <u>4</u>	☒ Microwave	☐ Stove or Range	

ADDITIONAL INCLUSIONS (SPECIFY): _____

ADDITIONAL EXCLUSIONS (SPECIFY): _____

2. LEASED ITEM(S) INCLUDED:

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

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

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

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

Utility Service Providers: _____

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

Buyer Signature _____ Date _____

Seller Signature _____ Date 8/3/2026

Buyer Signature _____ Date _____

Seller Signature _____ Date _____



MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 8 North Pointe Terrace, Middletown, MD 21769

Legal Description: LOT 4 PLAT 2 16,239 SQ.FT. NORTH POINTE

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, *Annotated Code of Maryland*, requires the seller of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the seller is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the seller. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §10-702:

1. The initial sale of single family residential real property:
 - A. that has never been occupied; or
 - B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO SELLERS: Complete and sign this statement only if you elect to disclose defects, including latent defects, or other information about the condition of the property actually known by you; otherwise, sign the Residential Property Disclaimer Statement. You may wish to obtain professional advice or inspections of the property; however, you are not required to undertake or provide any independent investigation or inspection of the property in order to make the disclosure set forth below. The disclosure is based on your personal knowledge of the condition of the property at the time of the signing of this statement.

NOTICE TO PURCHASERS: The information provided is the representation of the Sellers and is based upon the actual knowledge of Sellers as of the date noted. Disclosure by the Sellers is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Sellers as to the condition of the property of which the Sellers have no knowledge or other conditions of which the Sellers have no actual knowledge.

How long have you owned the property? _____

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

Water Supply ☒ Public ☐ Well ☐ Other _____
 Sewage Disposal ☒ Public ☐ Septic System approved for _____ (# of bedrooms) **Other Type** _____

Garbage Disposal ☒ Yes ☐ No

Dishwasher ☒ Yes ☐ No

Heating ☐ Oil ☐ Natural Gas ☐ Electric ☐ Heat Pump Age _____

Air Conditioning ☐ Oil ☐ Natural Gas ☒ Electric ☐ Heat Pump Age _____

Hot Water ☐ Oil ☐ Natural Gas ☐ Electric Capacity _____ Age _____

☒ Other propane
☐ Other _____
☒ Other propane

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: Covenants

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.

Signed by:

Seller(s) Susan C. Ways

A6A34B4D401D4BA...

Date 8/3/2026

Seller(s) _____

Date _____

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

Purchaser _____

Date _____

Purchaser _____

Date _____

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO SELLER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned seller(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The seller(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

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

Does the seller(s) have actual knowledge of any latent defects? ☐ Yes ☐ No If yes, specify:

Seller _____ 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 _____



HOMEOWNER'S INSURANCE DISCLOSURE



Property Address: 8 North Pointe Terrace, 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 1 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:

Siding & roof repair

The current insurance company is: Eric

Susan Waup 8/3/2026
 Seller's Signature/Date

 Buyer's Signature/Date

 Seller's Signature/Date

 Buyer's Signature/Date

Updated January 2021

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GENERAL ADDENDUM

Special provisions attached to and hereby made a part thereof, the Contract dated _____
 on Lot 4, Block _____, Subdivision North Pointe,
8 North Pointe Terrace, Middletown, MD 21769,
 located in Frederick County, Maryland between
 (Purchasers) _____
 and (Sellers) Susan C. Ways

**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**

Susan Ways
 Seller

Purchaser

Seller

Purchaser

8/3/2026

Date

Date

FORM #1320

7/05



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 Susan C. Ways _____ for Property
known as 8 North Pointe Terrace, 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.

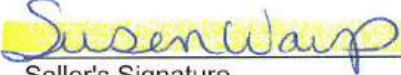
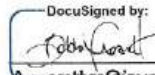
Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (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 _____	 Seller's Signature _____ 8/3/2026 Date _____
Buyer's Signature _____ Date _____	Seller's Signature _____ Date _____
Agent's Signature _____ Date _____	DocuSigned by:  Agent's Signature _____ Bobbi Prescott 8/3/2026 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 _____ (Buyer) and
Susan C. Ways _____ (Seller) for the property
located in the County of Frederick, State of Maryland, described as _____
8 North Pointe Terrace, 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 questions 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.

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 groundwater 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 500kV 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 that 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/companynformation/thepsegfamilyofcompanies/psegrenewabletransmission/mprp>

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

6. **FREDERICK COUNTY PUBLIC SCHOOL BOUNDARIES:**

The Frederick County Public School boundaries and assignments are subject to change periodically. For more information and to verify school assignments, visit the Frederick County Public School website at <https://www.fcps.org/> or call 240-586-8454.

Sudena 8/3/2026
Seller Date

Buyer Date

Seller Date

Buyer Date



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For the sole use of the Frederick County Association of Realtors, Inc., and its members; to be used in Maryland only. This form may not be altered, except as negotiated by the parties to this Contract. The Association, its members, and employees assume no responsibility if this form fails to protect the interests of any party.



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.

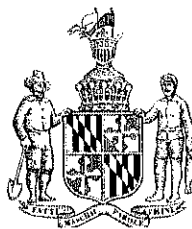
As a Buyer, you acknowledge that you have reviewed the MLS printout prior to entering into a purchase agreement with the Seller. You understand information contained within the MLS printout could contain errors and inadvertent inaccuracies.

Buyer _____ Date _____ Seller Susan Abay Date 8/3/2026

Buyer _____ Date _____ Seller _____ Date _____

Property Address 8 North Pointe Terrace, 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: 8 North Pointe Terrace, Middletown, MD 21769

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

Suden Wang
Signature

8/3/2026

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

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



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.

Susan Way

DATE: 8/3/2026

DATE: _____



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BROKER AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
Maryland



To (Client's Name(s)): Susan C. Ways

Property Address: 8 North Pointe Terrace, Middletown, MD 21769

Street City State Zip

From: 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: Community Title Network, LLC, as an independently owned settlement company. 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 provider 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 Community Title Network, 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.

Susan C. Ways / 8/3/2026
Signature Date

_____/_____
Signature Date



Street

City

State

Zip

Bobbi Prescott

Set forth below is the estimated charge or range of charges for the settlement services listed. You are **NOT** required to use the listed provider 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 Fees provided by Community Title Network, LLC:

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

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

Settlement Fees provided by Community Title Network, LLC:

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.

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.

_____/_____
Signature Date

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR NORTH POINTE SUBDIVISION**

THIS DECLARATION is made on the date hereinafter set forth by DSO Properties, LLC, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the record owner of certain Property in the Town of Middletown, Frederick County, State of Maryland, which Property is more particularly described on the legal description attached hereto and made a part hereof as EXHIBIT A.

WHEREAS, the Declarant desires to provide for the preservation of the land values of the individual Lots within the Property known as the North Pointe Subdivision and desires to commit the Property (and the individual Lots therein) to the covenants, conditions and restrictions set forth herein.

NOW, THEREFORE, Declarant hereby declares that all of the Property described on EXHIBIT A hereto shall be held, sold, hypothecated, leased, used, occupied and conveyed subject to the following easements, restrictions, charges, liens, covenants, and conditions, which are 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 Property described on EXHIBIT A hereto, or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each subsequent Owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1.01. "Community-Wide Standard" shall mean the standard of conduct, maintenance or other activity generally prevailing in the Community. Such standard may be more specifically determined and set forth by the Architectural Review Committee (as such term is defined in Section 3.01).

Section 1.02. "Declarant" shall mean and refer to DSO Properties, LLC, a Maryland limited liability company, its successors and assigns, but only to the extent that any of the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to such successors or assigns by an instrument in writing. A deed without further language of assignment shall not be considered such an instrument of writing.

Section 1.03. "Development Plan" shall mean the Site Plan for the North Pointe Subdivision prepared by Harms Engineers, Planners, Surveyors, including all amendments thereto as may be made from time to time at the sole and absolute discretion of Declarant. Each and every Owner, by acceptance of the deed or other instrument of conveyance for any Lot, expressly waives the principal of common scheme with respect to the Property and any real property adjacent to the Property, and Declarant shall be free to develop the Property and any real property adjacent to the Property owned

Page 1 of 20

Return to:
Bruce N. Dean, Esq.
100 West Church Street
Frederick, MD 21701

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and/or developed by the Declarant in any manner which Declarant deems appropriate so long as the Property and any real property adjacent to the Property is developed for residential use or otherwise provided that all applicable governmental approvals have been obtained.

Section 1.04. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property upon which it is intended that a dwelling be constructed.

Section 1.05. "Mortgagee" shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage", as used herein, shall include deed of trust. "First Mortgage", as used herein, shall mean a mortgage with priority over all other mortgages. As used in this Declaration, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, all corporations and any agency or department of the United States Government or of any state or municipal government, or any other organization or entity which has a security interest in any Lot.

Section 1.06. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, which is a part of the Property, including contract sellers, but excluding contract purchasers and those having such interest merely as security for the performance of an obligation. The record owner of more than one Lot shall be deemed an Owner herein with respect to each Lot.

Section 1.07. "Project" and the "Community" as used in this Declaration means that certain community being developed by the Declarant (or affiliates, successors and assigns of the Declarant) in the Town of Middletown, Frederick County, Maryland, known as "North Pointe Subdivision", but only as contained within the Property.

Section 1.08. "Property" shall mean and refer to that certain real property described on **EXHIBIT A** hereto, together with any and all additions thereto as further described herein.

Section 1.09. Intent. This Declaration is designed to complement local government regulations and where conflicts occur, the more rigid or restrictive requirement shall prevail. It is the desire and intention of the Declarant to develop the Property as a compatible and uniform residential project, and to impose upon it mutually beneficial covenants under a general plan of improvement for the benefit of the Property, and in order to carry out its specific desire and intention, Declarant reserves unto itself broad discretion and latitude concerning the general scheme of development of the Property and any real property adjacent to the Property. To this end, Declarant or its designated Architectural Review Committee (as defined in Section 3.01) shall make all final decisions with respect to the development and design of the dwellings, buildings and other improvements within the Property, and the Owners by acceptance of a deed or other instrument of conveyance for a Lot shall be deemed to have consented to such control by the Declarant or its designated Architectural Review Committee and shall be deemed to have waived the principal of common scheme with respect to the Property.

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ARTICLE II
PROPERTY SUBJECT TO DECLARATION

Section 2.01. Initial Property Subject to the Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Frederick County, State of Maryland, and is more particularly described on **EXHIBIT A** attached hereto and by this reference made a part hereof. It is understood, agreed and acknowledged by each and every Owner that the Declarant intends to record in the Land Records of Frederick County, Maryland, final plats of subdivision dividing the Property into individual residential building lots. The Declarant hereby reserves full, complete and absolute discretion to subdivide, resubdivide and improve the Property in any manner which the Declarant deems appropriate so long as the Declarant is then in title to the portion of the Property being subdivided, resubdivided and improved.

Section 2.02. Additions.

(a) Additional property may be annexed to the above described real property by the Declarant without the consent of the Owners for a period of ten (10) years from the recordation of this Declaration by the Declarant; PROVIDED, HOWEVER, that the right of the Declarant to annex such additional property shall be limited to real property situated within a five (5)-mile radius of the real property described on EXHIBIT A attached hereto. Except for the real property described on EXHIBIT A and the additional property which may be annexed thereto, no other real property owned by the Declarant shall be subject to this Declaration. After the aforesaid ten (10)-year period, additional property may only be annexed to the above described property with the consent of the then Owners. The scheme of the within Covenants and Restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real property described on EXHIBIT A as provided hereinafter.

(b) Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions among the Land Records for Frederick County, Maryland, which Supplementary Declaration shall extend the scheme of the within Declaration to such annexed property.

(c) Any Supplementary Declaration of Covenants, Conditions and Restrictions made pursuant to the provisions of this Article may contain such complementary or supplemental additions and modifications to the covenants and restrictions set forth in the within Declaration as may be considered necessary by the maker of such Supplementary Declaration of Covenants, Conditions and Restrictions to reflect the different character or use, if any, of the additional property annexed to **EXHIBIT A**.

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**ARTICLE III
ARCHITECTURAL CONTROL**

Section 3.01. Architectural Change Approval.

(a) Except for construction or development by, for or under contract with the Declarant, and except for any improvements to any Lot accomplished by the Declarant concurrently with said construction and development, no dwelling, building, fence, wall or other structure or improvement of any type or any nature shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made, commenced or maintained on any Lot (including, but not limited to, changes in color, changes or additions to driveway or walkway surfaces and landscaping modifications) which would, in any manner, alter the appearance of any Lot or any improvement thereon until the plans and specifications are submitted to and approved in writing by the Declarant and/or by an architectural review committee appointed by the Declarant ("Architectural Review Committee"). Any references made in this Article concerning such approval by the Declarant shall include and apply to the Architectural Review Committee appointed by the Declarant, as applicable. The right to appoint and remove all members of the Architectural Review Committee or select a corporate entity to perform the functions of the Architectural Review Committee shall be and is hereby vested solely in Declarant and in any assignee(s) to whom such right is specifically transferred by Declarant.

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 thereafter have the right to exercise and perform all of the rights and powers reserved by or conferred upon the Declarant by this Declaration. Until such assignment or transfer has been recorded, any Architectural Review Committee shall be advisory only, with the final authority to approve or disapprove plans and specifications being vested solely in the Declarant until the recordation of such assignment or transfer.

(b) To the extent applicable, the plans and specifications shall show the nature, kind, shape, height, size, materials and type of construction of said improvements, changes or alterations, and the plans and specifications shall consist of the final site plans showing the location of all contemplated buildings, dwellings, fences, walls, or other structures, driveways (if applicable), finished grade elevations, and a description of the exterior materials and color scheme. The plans and specifications shall be submitted by the Owner of the Lot or his agent. All changes in approved plans and specifications must be similarly submitted to and approved by the Declarant or its designated Architectural Review Committee.

(c) In the event said Declarant or the Architectural Review Committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications (and all other materials and information required by the Declarant or Architectural Review Committee) have been received by it, approval will not be required and this Article will be deemed to have been fully complied with by such Owner. Approval by the Declarant or Architectural Review Committee shall in no way be construed as to pass judgment on the correctness of the location, structural design, suitability or other qualities of the item being reviewed. Any exterior

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addition or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and the addition, change or alteration may be required to be restored to the original conditions at the Owner's cost and expense. In any event, no original construction and no such exterior addition or change or alteration shall be made without approvals and permits therefor having first been obtained by the Owner from the applicable public authorities or agencies.

Section 3.02. Initiation and Completion of Approved Changes. Construction or alterations in accordance with the plans and specifications approved by the Architectural Review Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Declarant or Architectural Review Committee (whether by affirmative action or by forbearance from action as provided in Section 3.01), and shall be substantially completed within twelve (12) months following the date upon which the plans and specifications are approved by the Declarant or Architectural Review Committee, or within such longer period as the Declarant or Architectural Review Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, with commencement of construction for purposes herein being defined as the completion of work equal in value to ten percent (10%) of the estimated cost of said construction or alterations in accordance with the plans and specifications, then approval of the plans and specifications by the Architectural Review Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from the plans and specifications approved by the Declarant or Architectural Review Committee without any prior written consent of the Declarant or Architectural Review Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Declarant or Architectural Review Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 3.03. Certificate of Compliance. Upon completion of any construction or alterations or other improvements or structures in accordance with plans and specifications approved by the Declarant or Architectural Review Committee in accordance with the provisions of this Article, the Declarant or Architectural Review Committee shall, at the request of the Owner thereof, issue a certificate of compliance which shall be *prima facie* evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Declarant or Architectural Review Committee and construction or installation in full compliance with the provisions of this Article and with such other provisions and requirements of this Declaration as may be applicable.

Section 3.04. Architectural Review Committee Rules and Regulations. The Architectural Review Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver and/or modification of the provisions of this Article or any other provision or requirement of this

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Declaration.

Section 3.05. Basis for Approval and Liability of Declarant or Architectural Review Committee. The Declarant or Architectural Review Committee shall have the right to disapprove the plans and specifications, or details submitted to it, if they are not in accordance with this Declaration, if they are incomplete, or if the Declarant reasonably determines that the plans and specifications or details, or any portion thereof, to be deficient from an engineering or design standpoint or to be of such a nature or inferior to such a degree so as to have been determined to be contrary to the best interests of the Community. In this connection, the Declarant or Architectural Review Committee may base its approval or disapproval on, among other things, the quality and desirability of outside finishes and materials; the adequacy of Lot dimensions; conformity and harmony of the external design and location in relation to neighboring Lots and surrounding dwellings; relation of topography, grade, landscaping and finished ground elevation of the Lot being improved to that of neighboring Lots; proper facing of main elevation with respect to nearby streets; adequacy of screening of mechanical, air conditioning or other installations; conformity of the plans and specifications to the purpose and intent of this Declaration and to the community-wide standard for the community; and such other matters as the Declarant or Architectural Review Committee shall reasonably believe to be material in rendering its decision. The Declarant or Architectural Review Committee shall not arbitrarily withhold its approval of the plans and specifications, but the decision of the Declarant shall be final. Neither the Declarant, its designated Architectural Review Committee, nor any member thereof, nor any agent of Declarant or the Architectural Review Committee, nor any director, officer, partner, and/or shareholder of Declarant or the Architectural Review Committee shall have any liability of any kind in connection with the performance of the duties of the Declarant or Architectural Review Committee. It is understood and agreed that the determination of the Declarant or Architectural Review Committee shall not be construed by any party as an assumption by the Declarant or Architectural Review Committee of any liability for the accuracy, feasibility, quality and/or fitness of the plans and specifications. The determination of the Declarant or Architectural Review Committee may only be relied upon as the granting or not, as the case may be, of permission to perform the work being requested, all in accordance with this Declaration.

Section 3.06. Approval Not Required. Repainting of an existing authorized structure on a Lot the same color and in a similar manner shall be exempt from the requirement for submission to and approval by the Architectural Review Committee.

Section 3.07. Cost and Fees for Review. In reviewing any plans with respect to any Lot, the Declarant or Architectural Review Committee shall be entitled to obtain the services of any expert or professional as it may deem necessary in order to make a fair and reasoned decision regarding approval or disapproval; and the Owner submitting application for approval shall be fully responsible to the Declarant or Architectural Review Committee for the cost of any such expert or professional in an amount not to exceed One Hundred Fifty Dollars (\$150.00) per submission. In addition, the Architectural Review Committee shall be entitled to charge a reasonable fee in reviewing any plans submitted, which fee shall not exceed One Hundred Dollars (\$100.00) per submission. In either case, the amount of these costs and fees shall be subject to reasonable modification in the future by the Architectural Review Committee; however, any modifications shall

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result in increases that would be approximately equal to changes in the cost of living between the date of recordation of this Declaration and the date of such reasonable modification. The amount of such costs and fees will be invoiced and paid by the applicant upon demand and within the thirty (30)-day review period. Failure to pay the costs and fees of the Architectural Review Committee upon receipt from the Architectural Review Committee of the invoice therefor shall justify, in and of itself, a refusal of the Architectural Review Committee to approve the plans.

ARTICLE IV USE RESTRICTIONS

In addition to all other covenants contained herein, the use of the Property and each Lot therein is subject to the following:

Section 4.01. Permitted Uses. The dwellings built upon the Lots shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any Lot other than one used as a single-family dwelling. 2-story houses will contain no less than 1,800 finished square feet, and ranch (1-story) houses shall contain no less than 1,400 finished square feet. NOTHING CONTAINED IN THIS ARTICLE, OR ELSEWHERE IN THIS DECLARATION, SHALL BE CONSTRUED TO PROHIBIT THE DECLARANT FROM THE USE OF ANY LOT FOR PROMOTIONAL OR DISPLAY PURPOSES, OR AS "MODEL HOMES", A SALES AND/OR CONSTRUCTION OFFICE, OR THE LIKE OR FROM THE CONSTRUCTION, MARKETING AND SALE OF "SPEC" HOUSES.

Section 4.02. Restricted Uses and Nuisances. Except for the activities of the Declarant, or except with the prior written approval of the Architectural Review Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling:

(a) No noxious or offensive trade or activity shall be carried on upon any Lot (including within any dwelling) or any other part of the Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other Owners. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements constructed upon any Lot.

(b) The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any dwelling, or other part of the Property, except that this shall not prohibit the keeping of dogs, cats or caged birds as domestic pets provided (i) they are not kept, bred or maintained for commercial purposes; (ii) such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Owners; (iii) no more than three (3) such domestic pets may be maintained upon a Lot or the dwelling erected thereon; and (iv) such pets are maintained in strict conformance to all laws and ordinances. The Architectural Review Committee shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other Owners, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as

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may from time to time be required by law. Pets shall not be permitted within the Community unless accompanied by a responsible person and unless they are carried or leashed. The Architectural Review Committee shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

(c) No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted in any dwelling or upon any Lot or other part of the Property.

(d) Except for parking within garages, and except as hereinelsewhere provided, no junk vehicles, commercial vehicles of any kind (including vans used for commercial use), trucks (in excess of 1 ton) and/or other vehicles requiring a Class A, B, or C operating license (as defined by the Maryland Department of Motor Vehicles), unlicensed or inoperable motor vehicles (which shall include, without limitation, any vehicles which would not pass applicable State inspection criteria), trailers, house trailers, boats or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling) shall be kept upon the Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.

(e) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained in any dwelling or upon any Lot.

(f) No Lot or dwelling shall be divided or subdivided and no portion of any Lot or dwelling, other than the entire Lot or dwelling, shall be transferred or conveyed for any purpose. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Declarant or any other person for any purpose.

(g) No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on public streets or on private streets and roadways. Without limiting the generality of the foregoing, no wire or other lawn edging, fencing or other treatment shall be placed or maintained on any Lot which would be inharmonious with the aesthetics of the Community. For the purposes of the immediately preceding sentence, wire lawn edging shall be deemed inharmonious.

(h) No decorative lawn ornament, no structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable or other buildings shall be erected, used or maintained on any Lot at any time; provided, however, that with the prior written approval of the Architectural Review Committee, tool or storage sheds may be constructed in the rear yard of any Lot as long as the outside finishes and materials and exterior design thereof conform with the dwelling constructed on such Lot.

(i) Except for entrance signs, directional signs, signs for traffic control or safety, community

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"theme areas" and such promotional sign or signs as may be maintained by the Declarant, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling; provided, however, that one temporary real estate sign not exceeding six (6) square feet in area may be erected upon any Lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling. The provisions and limitations of this subsection shall not apply to any institutional mortgagee of any Lot who comes into possession of the Lot by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure.

(j) No water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground and no wire, cable or other similar transmission line may be attached to the exterior of any structure on any Lot. Except during periods of actual use, no hose shall be stored or placed in the front or side yard of any dwelling unless screened from public view.

(k) No play equipment, including, without limitation, basketball backboards, basketball hoops and other equipment associated with either adult or juvenile recreation, shall be attached to the exterior of any dwelling in any manner as to be visible from the streets and roadways located on the Property without prior written approval of the Architectural Review Committee. Notwithstanding the foregoing, nothing herein shall be construed to prohibit the use of mobile, temporary basketball backboards on any Lot, so long as same are not attached to the exterior of any dwelling or used within a public right of way.

(l) No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

(m) Without the prior written approval of the Architectural Review Committee, no outside television aerial or radio antenna, or other aerial or antenna for either reception or transmission, shall be maintained upon the Property, except that such aerials or antenna may be erected and maintained within the dwellings located upon any Lot. Satellite dishes shall be prohibited except as otherwise specifically permitted by reason of federal law.

(n) Vegetable gardens shall be maintained only within the rear yard of any Lot, and shall be maintained in a neat and attractive manner.

(o) Lawn furniture shall be used and maintained in rear yards only.

(p) No equipment or machinery (including, without limitation, equipment or machinery for use in connection with the maintenance of any dwelling) shall be stored in the front or side yard on any Lot, and in no event shall such equipment or machinery be stored in a manner as to be visible from the streets and roadways located on the Property.

(q) Children's outdoor playhouses and swinging or climbing apparatus or equipment shall

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not be permitted upon any Lot without prior written approval of the Architectural Review Committee.

(r) No exterior lighting, emanating from a dwelling, shall be directed outside the boundaries of the Lot, without the prior written approval of the Architectural Review Committee.

(s) No garage or outbuilding properly erected on a Lot shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

(t) Notwithstanding anything to the contrary contained in this Declaration, no garage may be altered, modified or changed in any manner which would inhibit or in any way limit its function as a parking area for vehicles without the approval of the Architectural Review Committee.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 4.02, THE PROVISIONS OF SAID SECTION 4.02 SHALL NOT APPLY TO ANY DWELLING OWNED BY THE DECLARANT, ITS SUCCESSORS OR ASSIGNS (NOT INCLUDING THE OWNERS).

Section 4.03. EXEMPTIONS. NONE OF THE RESTRICTIONS SET FORTH IN THIS ARTICLE IV SHALL BE APPLICABLE TO THE ACTIVITIES OF THE DECLARANT, ITS OFFICERS, EMPLOYEES, AGENTS OR ASSIGNS, IN THEIR DEVELOPMENT, MARKETING, LEASING AND SALE OF LOTS WITHIN THE PROPERTY.

Section 4.04. Declaration of Easements and Rights. The following easements and rights are hereby declared or reserved:

(a) Each Lot within the Property is hereby declared to have an easement, not exceeding twenty-four inches (24") in width, over all adjoining Lots for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the dwelling or any other building, roof overhangs, gutters, architectural or other appendages, draining of rainwater from roofs, or any other similar causes. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments as set forth above over adjoining Lots shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

(b) There is hereby reserved unto the Declarant for a period of ten (10) years from the filing of this Declaration [and to such other party(ies) as the Declarant may specifically, and in writing, assign such rights], for the benefit of the Lots to be established hereafter from the Property, a blanket easement upon, across and under the Property (provided such easement does not encroach upon any

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dwelling or building within the Property or unreasonably interfere with the use and enjoyment of the Property and/or each Lot), for vehicular and pedestrian ingress and egress, curb cuts, slope, or grading easements, as well as for the installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, drainage, storm water detention and/or siltation, gas, cable television, telephones, fiber optics and electricity, and further including the right to connect to and use any such utilities and storm water management facilities which may exist or be located upon the Property from time to time. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles, pipes, lines and other equipment on the Property, to affix and maintain electrical or telephone or fiber optic wires and conduits, sewer and water drainage lines, on, above, or below any portion of the Property, including any improvements constructed thereon, and to have construction vehicles, equipment and the like exercise the aforesaid right of ingress and egress over the Property. There is further reserved unto the Declarant the right to erect entry features, promotional and other similar items within the Property provided they do not unreasonably interfere with the use, operation and enjoyment of the Property. There is further reserved unto the Declarant the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the non-buildable portions of the Property in furtherance of the blanket easement created by this subsection (b). Further, without limiting the generality of the foregoing, the Declarant reserves the right to unilaterally execute and record such additional easements and agreements as may be necessary in order to give effect to the foregoing easements and other rights, which additional easements and other agreements need not be consented to or joined in by any party having an interest in the Property; provided, however, that if requested by the Declarant, any party having an interest in the Property shall promptly join in and execute such confirmatory easements and other agreements. Each Lot shall further be subject to a public pedestrian access easement over and upon any sidewalk (or the replacement thereof) constructed on the Lot by the Declarant, which sidewalk is reasonably deemed to be for the use of the Community.

(c) For a period of ten (10) years from the date of conveyance of the first Lot by the Declarant, the Declarant reserves a blanket easement and right on, over and under the Property (provided such easement does not encroach upon any dwelling or building within the Property or unreasonably interfere with the use and enjoyment of the portion of the Property and/or Lot affected) to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice. There is further reserved unto the Declarant the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Property in furtherance of the blanket easement created by this subsection (c).

(d) The rights and duties with respect to sanitary sewer and water, storm drains, yard drains, cable television, electricity, gas and telephone lines, fiber optics and facilities shall be governed by the following:

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(i) Whenever water, sanitary sewer, storm drains, yard drains, electricity, gas, cable television or telephone or fiber optic connections, lines, cables or any portion thereof, are or have been installed within the Property, the Owner of any Lot shall have the right, and is hereby granted an easement to the extent necessary therefor, to enter upon or have a utility company enter upon any portion of the Property in which said installations lie, to repair, replace and generally maintain said installations.

(ii) The right granted in subparagraph (a) above shall be only to the extent necessary to entitle the property of the Owner serviced by said installation to its full and reasonable use and enjoyment, and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to substantially the same condition prior to such use.

(iii) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, upon written request of one of such Owners addressed to the Architectural Review Committee, the matter shall be submitted to the Architectural Review Committee, who shall decide the dispute, and the decision of the Architectural Review Committee shall be final and conclusive as to the parties.

(e) A mutual right and easement for utility services is hereby established for the benefit of all Owners, such that no Owner shall take any action which would in any way interfere with utility services being provided to other Owners within the Project. If a Lot contains any utility pipes, ducts, conduits, wires or the like which are for the benefit, in whole or in part, of other Owners within the Project, then the Owner of such Lot shall promptly, at his expense, repair any damage to such utilities caused by the Owner, his guests or invitees.

Section 4.05. Conveyance to Governmental Body or Agency. Declarant shall have the right to sell, dedicate, transfer and/or convey any Lot or Lots or any part of the Property unto any governmental agency or body, whether a state, county or municipal agency or body, for public streets, roadways, entrances or for public facilities and public uses, irrespective of whether such public use is permitted within the zoning of the Property at that time, free and clear of the covenants, conditions and restrictions set forth in this Declaration. Any such sale, dedication, transfer and/or conveyance shall be accomplished by Declarant simply by executing and delivering a deed therefor to the appropriate governmental agency or body. Declarant and/or its agents, directors, officers, partners and/or shareholders shall have absolutely no liability to anyone, including specifically the Owners, for any such sale, dedication, transfer and/or conveyance of a Lot or Lots or any part of the Property to a governmental agency or body, free and clear of the easements, conditions and restrictions set forth in this Declaration.

ARTICLE V MAINTENANCE

Section 5.01. Owners' Rights and Responsibilities. Except as otherwise specifically provided in this Declaration, each Owner shall keep each Lot owned by him, and all improvements therein or thereon, in good order and repair and free of debris in a manner and with such frequency as is consistent with good property management and the Community-Wide Standard. In the event

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an Owner of any Lot in the Property shall fail to maintain the Lot and the improvements situated thereon, the Architectural Review Committee shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. Whenever entry is not required in an emergency situation, the Architectural Review Committee shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry. All costs related to such correction, repair or restoration shall be collectible from the Owner of such Lot in the same manner as provided in Section 7.02 herein.

ARTICLE VI PARTY FENCES AND PARTY DRIVEWAYS

The rights and duties of the Owners with respect to party fences and driveways, if any, shall be governed by the following:

Section 6.01. General Rules of Law to Apply. Each fence or driveway which is constructed as a part of the original construction on the Property and any part of which is placed on the property line between separate Lots, shall constitute a party fence or party driveway, as applicable, and with respect to such fence or driveway, each of the Owners of the adjoining Lots shall assume the burdens, and be subject to an easement for the benefit of the adjoining Lot for that portion of the fence or driveway on his or her Lot, and be entitled to the benefits of these restrictive covenants for that portion of the fence or driveway located on the adjoining Lot and, to the extent not inconsistent herewith, the general rules of law regarding party fences and driveways and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 6.02. Sharing of Repair and Maintenance and Destruction by Fire or Other Casualty. If any such party fence or driveway is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the Owners of the adjoining Lots or his/her agents or family (including ordinary wear and tear and deterioration from lapse of time), then in such event, both such Owners of the adjoining Lots shall proceed forthwith to rebuild or repair the same to as good a condition as formerly existed, in proportion to their respective use of the party fence or driveway.

Section 6.03. Repairs of Damage Caused by One Owner. If any such party fence or driveway is damaged or destroyed through the act of one Owner (or his/her agents or guests or members of his/her family) of the adjoining Lots (whether or not such act is negligent or otherwise culpable) so as to deprive the other Owner of the adjoining Lots of the full use and enjoyment of such fence or driveway, then the Owner responsible for such damage shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the other Owner.

Section 6.04. Encroachments. If any portion of a party fence or driveway shall encroach upon any adjoining Lot by reason of reconstruction, settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the improvement shall exist.

Section 6.05. Other Changes. In addition to meeting the other requirements of these

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restrictive covenants, and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild his residence in any manner which requires the extension or other alteration of any party fence or driveway, shall first obtain the written consent of the Owner of the adjoining Lot, which consent may not be unreasonably withheld. The Architectural Review Committee shall have the right to settle any disputes in this regard, and its decision shall be final and binding on the Owners of the adjoining Lots.

Section 6.06. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6.07. Dispute. In the event of a dispute between Owners with respect to the repair or rebuilding of a party fence or driveway or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Architectural Review Committee, the matter shall be submitted to the Architectural Review Committee who shall decide the dispute, and the decision of the Architectural Review Committee shall be final and conclusive upon the parties.

Section 6.08. Architectural Approval. Nothing contained in this Article VI shall be construed or implied as giving the Owners of the adjoining Lots any right to build, construct, repair, replace, alter or change any party fence or driveway without first obtaining the prior written approval of the Architectural Review Committee and without first complying with the provisions of Article III set forth herein.

ARTICLE VII GENERAL PROVISIONS

Section 7.01. Implied Rights. The Architectural Review Committee may exercise any other right or privilege given to it expressly by this Declaration and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 7.02. Enforcement.

(a) The Declarant, Architectural Review Committee, or any Owner, or any Mortgagee of any Lot shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, conditions, covenants, reservations, easements, liens, charges or other obligations or terms now or hereafter imposed by the provisions of this Declaration or any rule or regulation promulgated by the Architectural Review Committee pursuant to its authority as provided in this Declaration. Failure by the Declarant, Architectural Review Committee or by any Owner or by any Mortgagee of any Lot to enforce any covenant or restrictions contained herein or rules and regulations of the Architectural Review Committee shall in no event be deemed a waiver of the right to do so thereafter. Every violation of this Declaration or any part hereof is hereby declared to be and deemed to constitute a nuisance. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

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and therefore, the Declarant, the Architectural Review Committee, or any Owner or any Mortgagee of any Lot, shall have the right to seek injunctive relief as well as any other equitable relief deemed appropriate or proper, in order to enforce the provisions of this Declaration. If the Declarant, Architectural Review Committee, or any Owner, or Mortgagee of any Lot, successfully brings an action to extinguish a violation or otherwise enforce the provisions of this Declaration, the costs of such action, including legal fees and court costs, shall become a binding, personal obligation of the Owner committing or responsible for such violation, and such fees and costs shall also be a lien upon the Lot of such Owner, provided that the requirements of the Maryland Contract Lien Act are substantially fulfilled, and which lien may be foreclosed in any manner provided by law.

(b) The Declarant and/or the Architectural Review Committee or their duly authorized agents shall have the right, upon reasonable notice, in writing, at any time and from time to time following violation or breach of this Declaration (a) to enter upon the applicable Lot upon or as to which said violation or breach exists and summarily to abate and remove, at the expense of the Owner thereof, any structure, object or condition that may be or exist there contrary to the intent and meaning of this Declaration (including, without in any way limiting the generality of the foregoing, the care and maintenance of landscaping, care and maintenance of improvements, removal of trash and debris, abatement of nuisances, removal or relocation of signs, etc.) and/or (b) to institute a proceeding at law or in equity against the Owner and/or entity, person or persons who have violated or are attempting to violate this Declaration, to enjoin or prevent them from doing so, to cause said violation to be remedied, and/or to recover damages for said violation. In the event, pursuant to this Section 7.02(b), Declarant, the Architectural Review Committee or their duly authorized agents enter upon any Lot for the purpose of abating or removing any violation or breach of this Declaration, neither the person entering nor the organization or entity directing the entry shall be deemed liable for any manner of trespass for such action, and the Owner of such Lot shall promptly reimburse such person or entity for the cost thereof. Payment of such amount shall be secured by a lien against the land and improvements of such Owner in accordance with the provisions of the Maryland Contract Lien Act (Annotated Code of Maryland, Real Property, Section 14-201, et seq.), as amended, and which lien may be foreclosed in any manner provided by law. Such lien shall, however, be inferior to any vendor's lien, mortgage or deed of trust of record at the time a notice of such lien of the Declarant is filed of record. If such amount is not paid in full within twenty (20) days after such Owner is billed therefor by Declarant and/or the Architectural Review Committee, then Declarant and/or the Architectural Review Committee may institute appropriate action to enforce the collection of such amount, together with interest from the billing date at the highest rate then permissible under the laws of the State of Maryland, but not to exceed an annual rate of eighteen percent (18%). If such suit is brought for the collection of such indebtedness, Declarant and/or the Architectural Review Committee shall also be entitled to recover all attorneys' fees and all costs of such suit. All rights of Declarant and/or the Architectural Review Committee under this Section 7.02 are optional and not obligatory and shall not impose any duty or obligation on Declarant and/or its designated the Architectural Review Committee.

Section 7.03. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

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Section 7.04. Duration and Amendment. Except where permanent easements or other permanent rights or interests are herein created, the covenants, conditions and restrictions of the Declaration shall run with and bind the *or authority, or to the Declarant or any other person for any purpose.* land for a term of twenty (20) years from the date that this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period thereafter, by an instrument signed by fifty-one percent (51%) of the then Owners. Any amendment must be recorded among the Land Records of Frederick County, Maryland.

Section 7.05. Changes Required by Lenders. Notwithstanding any provision to the contrary contained in this Declaration, the Declarant shall have and hereby reserves the right to make modifications, additions or deletions to this Declaration if such modifications, additions or deletions are required by the Federal National Mortgage Association ("FNMA"), Frederick Home Loan Mortgage Corporation ("FHLMC"), Federal Housing Administration ("FHA") or the Veterans Administration ("VA"). The Declarant further reserves the right to waive in writing any exemption, right or privileges granted to reserved to the Declarant by this Declaration.

Section 7.06. Successors of Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant by an instrument, in writing, without notice to the Owners. A deed without further language of assignment shall not be considered such an instrument of writing, provided however, that a deed in lieu of foreclosure under the existing Deed of Trust on the property for the benefit of FCNB Bank, or a trustee's deed from a foreclosure of such deed of trust is specifically intended hereby to constitute such an instrument of writing and to transfer Declarant's rights.

Section 7.07. Incorporation by Reference on Resale. In the event any Owners sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration, but failure to so incorporate the said covenants, restrictions, servitudes, easements, charges and liens into my deed shall not prevent the same from being fully applicable to the Lot so transferred or conveyed to the grantee thereof.

Section 7.08. Declarant Reserved Rights. No amendment to this Declaration may remove, revoke, or modify any right, reservation or privilege or the Declarant without the prior written consent of the Declarant or any successors or assignees (pursuant to Section 7.06) of the Declarant.

Section 7.09. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawfully void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 7.10. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male

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shall include all genders and the singular shall include the plural.

Section 7.11. Limitation of Liability. Neither the shareholders, officers, directors or individuals comprising Declarant (collectively the "Parties") shall be liable for the performance of Declarant's obligations hereunder. Owners shall seek any damages against any of the Parties. The liability of Declarant for Declarant's obligations hereunder shall not exceed and shall be limited to the Declarant's interest in the Property, and individual Owners shall not look to any other property or assets of any of the Parties in seeking either to enforce Declarant's obligations hereunder or to satisfy a judgment for Declarant's failure to perform such obligation.

Section 7.12. Constructive Notice and Acceptance. Each Owner, lessee, licensee and occupant, by acceptance of a deed conveying title to a part of the Property, or the execution of a contract for the purchase thereof or the acceptance of a lease or license therefor, or the taking of possession thereof, whether from the Declarant or a subsequent Owner or lessee, shall accept such deed, contract, lease, license or possession upon and subject to each and all of the covenants, and also the jurisdiction, rights and powers of the Declarant and its successors and assigns and the Architectural Review Committee, and by such acceptance shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Declarant, its successors and assigns, to with the Architectural Review Committee, and to and with the other Owners and lessees to keep, observe, comply with and perform the covenants, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired said interest. Every person or entity who now or hereafter owns or acquires any rights, title, or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to this Declaration, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired an interest in said real property. Notwithstanding the foregoing, Owners, lessees, licensees, and occupants agree to refer to this Declaration in deeds, leases and licenses covering any portion of the Property and to make this Declaration binding upon all Owners, lessees, licensees and occupants.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has executed this instrument this 7th day of September, 2000.

WITNESS:



DSO Properties, LLC, a Maryland limited liability company

By:  (SEAL)
Donald E. Owens, Co-Managing Member

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STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

On this 7th day of September, 2000, before me, the undersigned officer, personally appeared Donald E. Owens, who has been satisfactorily proven to be the person whose name is subscribed to this written instrument, who acknowledged himself to be Co-Managing Member of DSO Properties, LLC, a Maryland limited liability company, and that said Donald E. Owens, as such Co-Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Co-Managing Member.

GIVEN under my hand and seal this 7th day of September, 2000.

Brian A. Dean
Notary Public

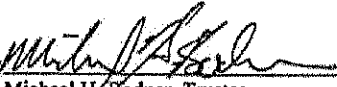
My commission expires: _____
BRIAN A. DEAN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires May 3, 2001

FREDERICK COUNTY CIRCUIT COURT (Land Records) SKD 2756, p. 0828, MSA_CE61_2600. Date available 09/16/2005. Printed 09/16/2024.

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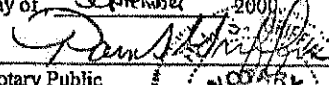
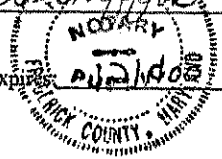
The undersigned lienholder does hereby consent to the aforesaid Declaration of Covenants, Conditions and Restrictions for the property known as the Northpointe Subdivision and, subject to the transfer of the Declarant's rights set forth in Section 7.06, does hereby agree that such Declaration shall survive any sale under its Indemnity Deed of Trust dated June 21, 2000, recorded in Liber 2728, folio 460, one of the Land Records of Frederick County, Maryland.

FCNB Bank

By: 
Michael H. Bodnar, Trustee

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

On this 12th day of September, 2000, before me, the undersigned officer, personally appeared Michael H. Bodnar, who has been satisfactorily proven to be the person whose name is subscribed to this written instrument, who acknowledged himself to be Trustee of FCNB Bank, and that said Michael H. Bodnar as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

GIVEN under my hand and seal this 12th day of September, 2000.

Notary Public
My commission expires 09/21/2002


The undersigned hereby certifies that the above instrument has been prepared by the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.


Bruce N. Dean

FREDERICK COUNTY CIRCUIT COURT (Land Records) SKD 2756, p. 0829, MSA_CE61_2600. Data available 09/16/2024. Printed 09/16/2024.

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EXHIBIT A

All those lots or parcels of land situate, lying and being in the Town of Middletown, Frederick County, Maryland, and being more particularly described as:

1. Lots 24 through 37 and Lots 64 through 70, North Pointe Subdivision, as shown on a plat of subdivision entitled "Final Plat, Lots 24-37 & 64-70, Plat 1, NORTH POINTE" and recorded among the Plat Records of Frederick County, Maryland, in Plat Book 68, page 112.

2. Lots 1 through 6, Lots 38 through 48, 71 and 72, North Pointe Subdivision, as shown on a plat of subdivision entitled "Final Plat, Lots 1-6, 38-48, 71 & 72, Plat 2, NORTH POINTE" and recorded among the Plat Records of Frederick County, Maryland, in Plat Book 68, page 113.

Being a part of all and the same property conveyed unto DSO Properties, LLC, by a deed from Kapiloff North Pointe Properties, LLC, dated June 20, 2000, and recorded among the Land Records of Frederick County, Maryland in Liber 2728, folio 456.