



404 Pershing Drive | Silver Spring, MD 20910 | o. 240.695.2383 | f. 301.576.3540 | www.fosterspahr.com

DISCLOSURE PACKAGE

Property Address 3032 Sanctuary Lane
Frederick, MD 21701

Owner(s) Timothy Salvagno and Jessica Salvagno

MLS#

Broker Information

Foster Spahr Real Estate, LLC
Broker Code and Office ID: SPAH1

Listing Agent Information

Dan Spahr
Agent MRIS ID: 3003391
email: dan@fosterspahr.com

Disclosures provided:

- Inclusions / Exclusions
- Notice to Buyer and Seller
- Property Disclosure / Disclaimer
- HOA Notice to Buyer
- HOA Disclosure/Resale Addendum
- Frederick County Notices and Disclosures
- City of Frederick Disclosure Statement
- Federal Lead Paint Disclosure
- Property Tax Bill
- Plat

Please include the following with any offer:

- Please email offers to: dan@fosterspahr.com
- **Completed** Financial Information Sheet on Buyer
- Pre-approval Financing Letter from a reputable lender
- Proof of funds
- Copy of Strong EMD Check
- **Fully executed** Contract of Sale including all jurisdictional addendums and disclosures

Disclosures are available on BrightMLS or by email via request

Listing Agent Represents Sellers in this transaction

Sellers Reserve the Right to Accept/Reject All Offers. Commission due only upon completion of settlement.





**INCLUSIONS/EXCLUSIONS AND UTILITIES ADDENDUM TO
EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT**
For the sole purpose of assisting the agent in preparing an offer and
is not to be part of the Contract of Sale

ADDENDUM dated _____ to Exclusive Right to Sell Residential Brokerage Agreement

between Seller(s) Jessica Salvagno, Timothy Salvagno

and Broker Foster Spahr Real Estate, LLC Dan Spahr

for Property known as 3032 Sanctuary Ln
Frederick, MD 21701-6804

INCLUSIONS/EXCLUSIONS: Seller intends for these items marked below to be included in the sale of the property unless otherwise negotiated:

INCLUDED

- Alarm System
- Built-in Microwave
- Ceiling Fan(s) #2
- Central Vacuum
- Clothes Dryer
- Clothes Washer
- Cooktop
- Dishwasher
- Drapery/Curtain Rods
- Draperies/Curtains
- Electronic Air Filter

INCLUDED

- Exhaust Fan(s) #
- Exist. W/W Carpet
- Fireplace Screen/Doors
- Freezer
- Furnace Humidifier
- Garage Opener(s) #1
- w/remote(s) #2
- Garbage Disposer
- Hot Tub, Equip. & Cover
- Intercom
- Playground Equipment

INCLUDED

- Pool, Equip. & Cover
- Refrigerator(s) #1
- w/ice maker
- Satellite Dish
- Screens
- Shades/Blinds
- Storage Shed(s) #
- Storm Doors
- Storm Windows
- Stove or Range
- T.V. Antenna

INCLUDED

- Trash Compactor
- Wall Oven(s) #
- Water Filter
- Water Softener
- Window A/C Unit(s) #
- Window Fan(s) #
- Wood Stove

ADDITIONAL INCLUSIONS (Specify):
TV wall mount in living room (TV does not convey)

EXCLUSIONS (Specify):

LEASED ITEMS: FUEL TANKS, SOLAR PANELS AND OTHER ITEMS: Seller's intentions with regard to any leased items are as follows:

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

- Water Supply: Public Well
- Sewage Disposal: Public Septic
- Heating: Oil Gas Elec. Heat Pump Other
- Hot Water: Oil Gas Elec. Other
- Air Conditioning: Gas Elec. Other

DocuSigned by:
Jessica Salvagno
9/25/2019
Date

DocuSigned by:
Timothy Salvagno
9/25/2019
Date



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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 Jessica Salvagno, Timothy Salvagno for Property
 known as 3032 Sanctuary Ln, Frederick, MD 21701-6804

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.



Buyer _____ / _____

Page 1 of 2 10/17

Seller TS NS



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.

	Date		Date	9/17/19
Buyer's Signature		Seller's Signature		
		Jessica Salvagno		
	Date		Date	9/17/19
Buyer's Signature		Seller's Signature		
		Timothy Salvagno		
	Date		Date	9/17/19
Agent's Signature		Agent's Signature		
		Dan Spahr		

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 3032 Sanctuary Ln, Frederick, MD 21701-6804

Legal Description:

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, Annotated Code of Maryland, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the 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 owner to disclose information about latent defects in the property that the owner has actual knowledge of. The owner must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO 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? 3 yrs

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

Water Supply [x] Public [] Well [] Other
Sewage Disposal [x] Public [] Septic System approved for (# of bedrooms) Other Type
Garbage Disposal [x] Yes [] No
Dishwasher [x] Yes [] No
Heating [] Oil [x] Natural Gas [] Electric [] Heat Pump Age [] Other
Air Conditioning [] Oil [] Natural Gas [x] Electric [] Heat Pump Age [] Other
Hot Water [] Oil [x] Natural Gas [] Electric Capacity 50 gal Age [] Other

Please indicate your actual knowledge with respect to the following:

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

Comments: _____

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

Comments: *Small crack in rear basement foundation wall showed signs of moisture in heavy rains. Crack was sealed. No issue since.*

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

Type of Roof: *Architectural* Age *14 yrs*

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 *N/A*

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: Basement bedroom

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

Comments: _____

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

Yes No Unknown If yes, specify below

Comments: _____

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

Yes No Unknown

Comments: _____

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

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

Seller(s) Jessica Salvagno Date 9/17/19

Seller(s) Timothy Salvagno Date 9/17/19

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 owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The 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 _____

Jessica Salvagno

Seller _____ Date _____

Timothy Salvagno

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 _____

**Anthony Owens
Remodeling/Repairs**

6036 Clevelandtown Road, Boonsboro, MD 21713

Email: esutton162@aol.com

Anthony Owens, Owner: 301-660-1834

Evan Owens, General Manager: 301-471-3014

Eilene Owens, Office Manager: 301-576-4056

MHIC License #106837

www.facebook.com/frederickphoenix

September 7, 2019

Invoice

Jessica Salvagno

3032 Sanctuary Lane

240-405-6371

Patched small crack on basement wall. Quick Dri Waterstop and Type N mortar used.

Labor and Materials \$165

Balance Due Upon Receipt **\$165**

Thank you! We appreciate your business!

*Quote subject to change after 60 days.

***We accept cash, check, Visa and MasterCard, American Express and Discover as payment methods. There is a SERVICE FEE on all Credit Cards of 3.5%.**



**MARYLAND HOMEOWNERS ASSOCIATION ACT
NOTICE TO BUYER**

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

ADDENDUM DATED _____ TO CONTRACT OF SALE
BUYER(S): _____
SELLER(S): Jessica Salvagno, Timothy Salvagno
PROPERTY: 3032 Sanctuary Ln, Frederick, MD 21701-6804

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

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

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

(2). Fees:

- (i). The current monthly fees or assessments imposed by the homeowners association upon the lot;**
- (ii). The total amount of fees, assessments, and other charges imposed by the homeowners association upon the lot during the prior fiscal year of the homeowners association; and**
- (iii). A statement of whether any of the fees, assessments, or other charges against the lot are delinquent;**

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

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

- (i). The existence of any unsatisfied judgments or pending lawsuits against the homeowners association; and**
- (ii). Any pending claims, covenant violations actions, or notices of default against the lot; and**

(5). A copy of:

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



Buyer _____ / _____

Seller JS / TS



Maryland Homeowners Association Act Notice To Buyer

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

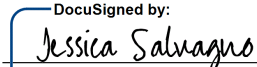

If you have not received all of the MHAA information 5 calendar days or more before entering into the contract, you have 5 calendar days to cancel the Contract after receiving all of the MHAA information. You must cancel the contract in writing, but you do not have to state a reason. The seller must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

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

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

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

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

	Date	 Seller Jessica Salvagno	Date
	Date	 Seller Timothy Salvagno	Date



**MARYLAND HOMEOWNERS ASSOCIATION ACT
DISCLOSURES TO BUYER AND TRANSMITTAL OF DOCUMENTS**

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

ADDENDUM DATED _____ TO CONTRACT OF SALE

BUYER(S): _____

SELLER(S): Jessica Salvagno, Timothy Salvagno

PROPERTY: 3032 Sanctuary Ln, Frederick, MD 21701-6804

The following disclosures are provided by the Vendor ("Seller") to the Buyer who intends to occupy or rent the lot for residential purposes pursuant to 11B-106 of the Maryland Homeowners Association act ("the Act")

(1). The lot which is the subject of the contract of sale is located within the development known as **Wormans Mill Conservancy**

(2). (i). The current monthly fees or assessments imposed by the homeowners association upon the lot are \$ **89.00** per month payable on a **monthly** basis.

(ii). The total amount of fees, assessments, and other charges imposed by the homeowners association upon the lot during the prior fiscal year of the homeowners association was: **\$ 1,056.00**

(iii). The fees, assessments, or other charges imposed by the homeowners association against the lot are _____ or are not _____ (**Seller to initial applicable provision**) delinquent. If any of the foregoing are delinquent, Seller to explain, giving amounts and dates of delinquency:

(3) ^{DS} Seller to initial (i) or (ii) and complete as appropriate:

JS

(i). The name, address, and telephone number of the management agent of the homeowners association, or other officer or agent authorized by the homeowners association to provide to members of the public, information regarding the homeowners association and the development is:

Name: **Wormans Mill Conservancy**

Address: **2470 Stoney Creek Rd Rederick, MD 21701**

Telephone: **(301)696-9476**

(ii). No agent or officer is presently so authorized by the homeowners association.

(4). Seller to initial (i) or (ii) and complete as appropriate:

(i). Seller has actual knowledge of: (Seller to initial all which apply)

A. The existence of any unsatisfied judgments or pending lawsuits against the homeowners association: if (A) is initialed, explain: _____

B. Any pending claims, covenant violations actions, or notices of default against the lot. If (B) is initialed, explain: _____



Maryland Homeowners Association Act Disclosures To Buyer

DS
JS

DS
[Signature]

(ii). Seller has no actual knowledge of any of the items listed in (4)(i) above.

(5). (i). Attached are copies of the following documents relating to the development and the homeowners association to which the Buyer shall become obligated upon becoming the owner of the lot: (Seller to initial all applicable items.)

- _____ A. Articles of incorporation;
- _____ B. Declaration of covenants and restrictions;
- _____ C. All recorded covenants and restrictions of the primary developments, and of other related developments to the extent reasonably available;
- _____ D. The bylaws and rules of the primary development, and other related developments to the extent reasonably available.

(ii). Obligations contained in the attached copies of documents: (Seller to initial any applicable provision.)

- A. Are _____ or Are Not _____ enforceable against an owner;
- B. Are _____ or Are Not _____ enforceable against the owner's tenants.

The information contained in this Addendum issued pursuant to Section 11B-106(b) of the Maryland Homeowners Association Act is based on the Seller's actual knowledge and belief and is current as of the date hereof.

Seller hereby acknowledges that Seller has provided all information necessary to complete this Addendum, in compliance with the Act, and that Seller has reasonable grounds to believe and does believe, after reasonable investigation, that the information and statements herein provided to Buyer are true and that there is no omission to state a material fact necessary to make the statements not misleading.

Seller
Jessica Salvagno

Date

Seller
Timothy Salvagno

Date

Buyer hereby acknowledges that Buyer, on the date indicated below, has received all of the disclosures contained herein, including attachments as indicated, and that Seller has fully complied with the disclosure requirements of the Act

Buyer

Date

Buyer

Date



FREDERICK COUNTY NOTICES AND DISCLOSURES

This disclosure statement is attached to and hereby made a part of the Contract dated _____ between _____ (Buyers(s)) and **Jessica Salvagno, Timothy Salvagno** (Seller(s)) for the property located in the County of Frederick, State of Maryland, described as **3032 Sanctuary Ln, Frederick, MD 21701-6804** (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 a Agricultural Reconciliation Committee to assist in the resolution of disputes which might arise between persons in this County regarding whether agricultural operations conducted on agricultural lands are causing an interference with the reasonable use and enjoyment of land or personal well-being and whether those operations are being conducted in accordance with generally accepted agricultural practices. If you have any question concerning this policy or the Reconciliation Committee, please contact the Frederick County Planning Department.
- 3. SPECIAL TAXING DISTRICT OR COMMUNITY DEVELOPMENT AUTHORITY (CDA):** The property may be part of a Special Taxing District or Community Development Authority (CDA). There are Special Taxing Districts and CDAs in Frederick County, including but not limited to: Lake Linganore CDA, Urbana CDA, Brunswick Crossing, Lake Linganore-Oakdale CDA, Jefferson Tech Park, and others. For the most accurate and up-to-date information, please contact MuniCap, Inc. at (443) 539-4101.

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

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

DocuSigned by: _____ 9/25/2019

Jessica Salvagno _____ DATE BUYER _____ DATE

SELLER 02940243147D49C...

Jessica Salvagno _____ 9/25/2019

SELLER 472D09558D58442... _____ DATE BUYER _____ DATE

Timothy Salvagno





The City of Frederick Disclosure Statement



This disclosure statement concerns the real property located within The City of Frederick, State of Maryland, described as: 3032 Sanctuary Ln. This statement is a disclosure of the existence of Section 12.5-30 of the Frederick City Code, which affords a Buyer the right to request a 5-day review period to review land use documents, or to waive such review period. See City Code, Sec. 12.5-30, for details.

The following are representations made by the Buyer and Seller in a contract for sale of residential real property within The City of Frederick and are not the representations of the agent(s), if any.

Buyer and Seller acknowledge that it is the Buyer's right to review the appropriate maps and plans at The City of Frederick Department of Planning for information about the Frederick Municipal Airport, Historic Preservation Overlay District delineation, any land uses, planned neighborhood developments, roads, highways, parks and other public facilities affecting property, and any amendments thereto, The City of Frederick Land Management Code and any official submittal for development review with the Department of Planning.

Buyer and Seller further acknowledge that it is the Buyer's responsibility to determine whether the Buyer's property lies within that area of The City of Frederick designated as an Airport Overlay Zone or the Historic Preservation Overlay District and to comply with any state and local laws pertaining as a result of such designation.

Please select and sign either A or B below.

A. Buyer(s) and Seller(s) hereby acknowledge having read and understood the above disclosure. Buyer(s) request five (5) calendar days from date of contract acceptance to review the above stated documents and to rescind the Contract of Sale, in writing, if Buyer(s) so desire.

_____	_____	_____	_____
Buyer Signature	Date	Seller Signature	Date
_____	_____	_____	_____
Buyer Signature	Date	Seller Signature	Date

B. Buyer(s) and Seller(s) hereby acknowledge having read and understood the above disclosure. Buyer(s) waive the review period and the right to rescind the Contract of Sale.

_____	_____	DocuSigned by: <i>Jessica Salvagno</i>	9/25/2019
Buyer Signature	Date	Seller Signature	Date
_____	_____	DocuSigned by: <i>[Signature]</i>	9/25/2019
Buyer Signature	Date	Seller Signature	Date



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This form is intended for use by members only.





Lead Paint -Federal Disclosure of Lead-Based Paint and Lead-Based Paint Hazards for SALES

(Required for the SALE of all properties in the U.S. with any existing part built prior to 1978)

PROPERTY ADDRESS: 3032 Sanctuary Ln, Frederick, MD 21701-6804

There are parts of the property that still exist that were built prior to 1978 OR No parts of the property were built prior to 1978 OR Construction dates are unknown. If any part of the property was constructed prior to 1978 or if construction dates are unknown, this disclosure is required. If the entire property was built in 1978 or later, this disclosure is not required.

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

SELLER'S DISCLOSURE:

(A) Presence of lead-based paint and/or lead-based paint hazards

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

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(B) Records and reports available to the Seller:

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

Seller has no reports or records pertaining to lead - based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGMENT:

(Buyer to initial all lines as appropriate)

(C) _____ / _____ Buyer has read the Lead Warning Statement above.

(D) _____ / _____ Buyer has read Paragraph B and acknowledges receipt of copies of any information listed therein, if any.

(E) _____ / _____ Buyer has received the pamphlet Protect Your Family From Lead in Your Home (required).

(F) _____ / _____ Buyer has (check one below):

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

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

AGENT'S ACKNOWLEDGMENT: (Agent to initial)

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

CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

DocuSigned by: Jessica Salvagno 9/25/2019
Seller _____ Date

Buyer _____ Date

DocuSigned by: Jessica Salvagno 9/25/2019
Seller _____ Date

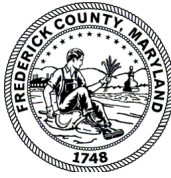
Buyer _____ Date

DocuSigned by: Daniel Spahr 9/25/2019
Agent for Seller, if any _____ Date

Agent for Buyer, if any _____ Date

GCAAR # 907A: Federal Lead Paint Sales Disclosure -MC & DC 2016, The Greater Capital Area Association of REALTORS®, Inc. 2/2016
This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by REALTOR members only. Previous editions of this Form should be destroyed.

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	Property No.	Year	Bill Type	Occupancy	Bill No.	Bill Date
07/01/2019 - 06/30/2020	02-247844	2020	FY	PRINCIPAL RESIDENCE	1524422	07/01/2019

SALVAGNO TIMOTHY L
 SALVAGNO JESSICA F
 3032 SANCTUARY LN
 FREDERICK, MD 21701

Property Description
 LOT 415 PLAT 9
 SECTION 7B-2,520 SQ. FT.
 MILL ISLAND/WORMMANS MILL

Liber 11304 **Folio** 210

Charges	Assessment/Units	Rate	Amount
STATE TAXES	308,200	.112000	345.18
COUNTY TAX DIFFRNTL	308,200	.942300	2,904.17
FREDERICK CITY TAX	308,200	.730500	2,251.40
SYSTEM BENEFIT CHG	1	88.000	88.00
	TOTAL		5,588.75
	TOTAL DUE		5,588.75

County Rate	Constant Yield	Difference
1.060	- .0092	= 1.0508

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

Property No	Year	Bill Type	Bill No.
02-247844	2020	FY	1524422

Return this coupon with your payment

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

2nd Semiannual Payment Schedule		
If paid in:	Disc/Int	Amount Due
DEC	82.51	2,832.88
JAN	110.01	2,860.38
FEB	137.52	2,887.89

SALVAGNO TIMOTHY L
 SALVAGNO JESSICA F
 3032 SANCTUARY LN
 FREDERICK, MD 21701

Make checks payable to:
Treasurer of Frederick County

DO NOT STAPLE OR FOLD - DO NOT WRITE BELOW LINE

2082020601524422100002724599000000000000

FREDERICK COUNTY MARYLAND

Property No	Year	Bill Type	Bill No.
02-247844	2020	FY	1524422

Choose payment option below
Return this coupon with your payment

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

Annual Payment Schedule		
If paid in:	Disc/Int	Amount Due
JUL	-51.56	5,537.19
AUG	-25.78	5,562.97
SEP	0.00	5,588.75
OCT	55.90	5,644.65
NOV	111.76	5,700.51
DEC	167.66	5,756.41
JAN	223.54	5,812.29
FEB	279.44	5,868.19

1st Semiannual Payment Schedule		
If paid in:	Disc/Int	Amount Due
JUL	-25.78	2,812.60
AUG	-12.89	2,825.49
SEP	0.00	2,838.38
OCT	28.39	2,866.77
NOV	56.76	2,895.14

SALVAGNO TIMOTHY L
 SALVAGNO JESSICA F
 3032 SANCTUARY LN
 FREDERICK, MD 21701

Make checks payable to:
Treasurer of Frederick County

DO NOT STAPLE OR FOLD - DO NOT WRITE BELOW LINE

2082020601524422100002812600000000000000

OWNER'S CERTIFICATION AND DEDICATION

WORMALD DEVELOPMENT COMPANY, OWNER OF THE PROPERTY SHOWN HEREON AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE, DO HEREBY CONSENT TO AND ADOPT THIS FINAL PLAT OF SUBDIVISION...

WE CERTIFY THAT THERE ARE NO SUITS IN EQUITY, ACTIONS AT LAW, LEASES, LIENS, MORTGAGES, TRUSTS, EASEMENTS OR RIGHT OF WAYS INCLUDED IN THIS PLAT OF SUBDIVISION...

WE, OUR SUCCESSORS AND ASSIGNS, WILL CAUSE ALL PROPERTY CORNER MARKERS AND ANY OTHER REQUIRED MONUMENTATION, TO BE SET BY A LICENSED MARYLAND SURVEYOR...

NOTARY PUBLIC

SUBSCRIBED TO AND SWORN BEFORE ME THIS 30th DAY OF September, 2003

WE HEREBY ASSENT TO THIS PLAT OF SUBDIVISION

PROVIDENT BANK OF MARYLAND
RAYMOND E. SCHLISSLER, TRUSTEE

GEORGE D. DECKER, TRUSTEE

CHRISTOPHER M. NEVIN, TRUSTEE

ROBERT K. WORMALD, PRESIDENT

Margaret R. Collins
MARGARET R. COLLINS
NOTARY PUBLIC
MY COMMISSION EXPIRES: 10/1/06

JANINE L. SMITH, TRUSTEE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE FINAL PLAT SHOWN HEREON IS CORRECT; THAT IT IS A SUBDIVISION OF PART OF THE LANDS ACQUIRED BY WORMALD DEVELOPMENT COMPANY, A MARYLAND CORPORATION...

DATE: 9.30.2003

RONALD L. COLLIER
PROFESSIONAL LAND SURVEYOR
MD REG No. 20014

PLAT AREA TABULATION

NUMBER OF LOTS 39
AREA OF LOTS 108,354 sq ft or 2.4875 Ac.
AREA OF PARCELS (OPEN SPACE) 9,687 sq ft or 0.2224 Ac.
AREA OF STREET DEDICATION (ARBOR SQUARE DRIVE, MONOCACY FORD ROAD, SANCTUARY LANE) 52,664 sq ft or 1.2090 Ac.

TOTAL AREA 170,705 sq ft or 3.9189 Ac.

OWNER/DEVELOPER: WORMALD DEVELOPMENT CO
5320 SPECTRUM DRIVE
SUITE A
FREDERICK, MD 21703
301-695-6614

STORM DRAIN EASMT. LINE TABLE with columns: LINE, BEARING, DIST.

APPROVED: FREDERICK COUNTY HEALTH DEPARTMENT
PUBLIC WATER AND SEWER ARE IN CONFORMANCE WITH THE FREDERICK COUNTY MASTER WATER AND SEWER PLAN

Belle N. Aquino, M.D.
10/27/03 for No. Margie Smith
DATE: APPROVING AUTHORITY

APPROVED: CITY OF FREDERICK PLANNING COMMISSION
10/27/03
DATE: Donna Kymond Kasper
CHAIRMAN OF SECRETARY

F.C.P.C. FILE No. STF01-300FSU

DATE:

Plat Book:

Plat No.:

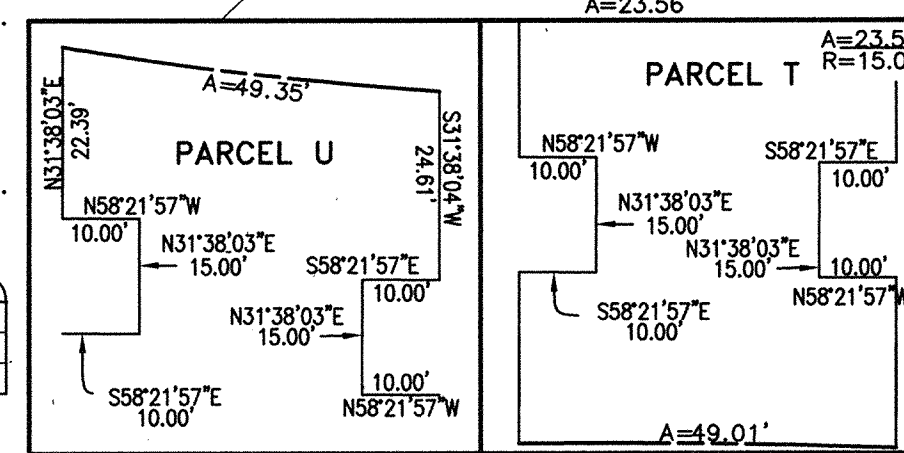
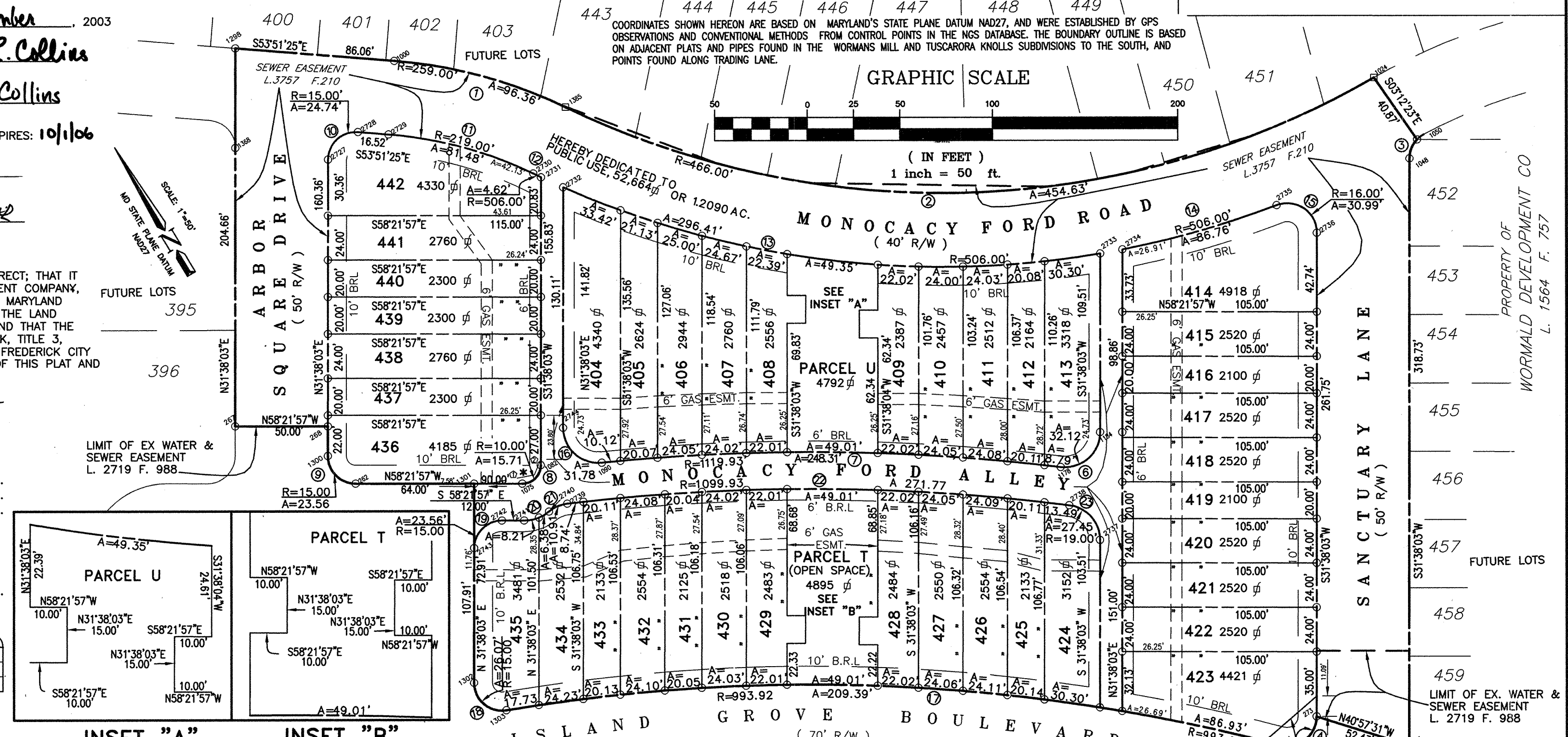
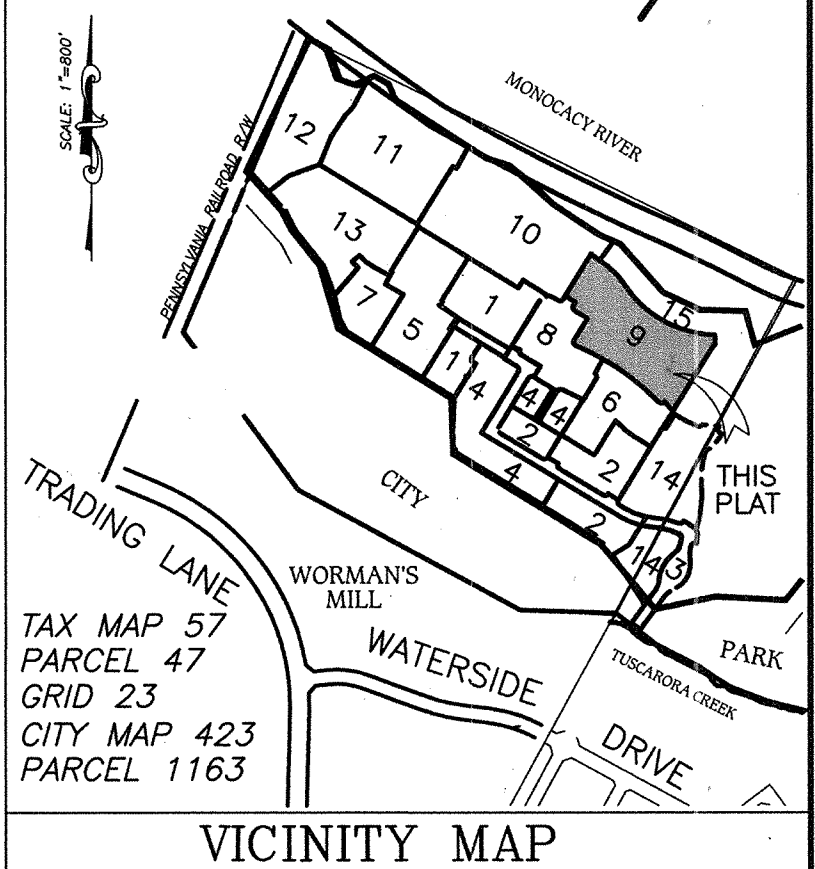
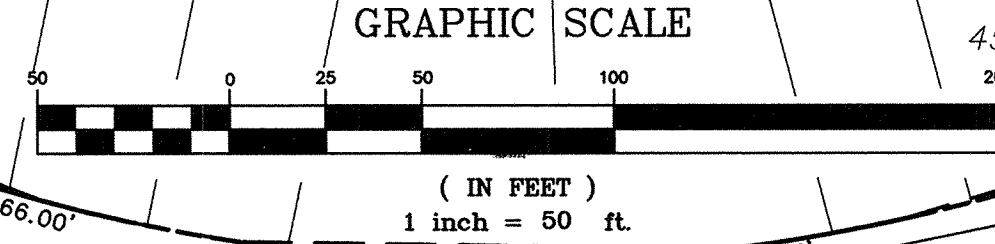
1. WORMAN'S MILL IS APPROVED FOR DEVELOPMENT AS A "PLANNED NEIGHBORHOOD DEVELOPMENT" AS PROVIDED FOR BY SECTION 16, FREDERICK CITY ZONING ORDINANCE...
2. PRIVATE DRIVE AND OPEN SPACE AREAS WILL BE CONVEYED TO THE WORMAN'S MILL COMMUNITY CONSERVANCY FOR MAINTENANCE, PER L 1526 F. 446
3. ALL LOTS ARE SUBJECT TO RESTRICTIVE COVENANTS AND ARE PART OF A HOMEOWNERS' ASSOCIATION...

CURVE TABLE with columns: CURVE, RADIUS, LENGTH, DELTA, TANGENT, BEARING, CHORD

COORDINATE TABLE with columns: Number, North, East

COORDINATE TABLE with columns: Number, North, East

COORDINATES SHOWN HEREON ARE BASED ON MARYLAND'S STATE PLANE DATUM NAD27, AND WERE ESTABLISHED BY GPS OBSERVATIONS AND CONVENTIONAL METHODS FROM CONTROL POINTS IN THE NGS DATABASE...



SYMBOLS:
O REBAR AND CAP STAMPED (CPJ 181) TO BE SET
O CONCRETE MONUMENT TO BE SET
MINIMUM BUILDING RESTRICTION LINES
FRONT: 10'
REAR: 6' TO PUB. ALLEY, 10' W/O ALLEY
SIDE: 6' TO PUBLIC ALLEY, 10' TO PUBLIC STREET
DETACHED GARAGE 6' FROM ALLEY

DATE: 7/01/03
REVISIONS: ADDRESSED CITY COMMENTS
SEAL

FINAL PLAT
SECTION 7B, PLAT NINE
LOTS 404 THROUGH 442 AND PARCELS U, AND T
MILL ISLAND AT WORMAN'S MILL
CITY OF FREDERICK
FREDERICK ELECTION DISTRICT No. 2, FREDERICK CITY ELECTION PRECINCT No. 10
FREDERICK COUNTY, MARYLAND
SCALE: 1"=50' JULY 2003 STF01-300FSU
Charles P. Johnson & Associates, Inc.
PLANNERS - ENGINEERS - LANDSCAPE ARCHITECTS - SURVEYORS

FREDERICK COUNTY CIRCUIT COURT (Plat Book) SKD 75, p. 153, MSA_C2311_14260. Date available 2003/10/29. Printed 09/17/2003.

02/12/03