Welcome To 34 Sugarberry Drive Ridgely Forest















Welcome to this beautiful Twin home located in Ridgely Forest. This spacious property features 4 bedrooms, 2.1 bathrooms, and is spread over 2 levels. As you step inside, you will be greeted by a light-filled interior with NEW LVP flooring throughout most of the home. The main level boasts a combination kitchen/living area with a kitchen island, pantry, and stainless steel appliances. The kitchen also features recessed lighting and an eat-in area, perfect for entertaining. Upstairs, you will find an owner's suite with a walk-in closet and en-suite bathroom with tile flooring. The three additional bedrooms are generously sized and share a full bathroom. Outside, this home offers a premium lot with a deck perfect for outdoor gatherings. The community amenities include an in-ground pool, playground, and picnic pavilion for residents to enjoy. Additional features of this home include ceiling fans, window treatments, exterior lighting, 12 month average electric bill is just \$60, thanks to the OWNED SOLAR PANELS (no lease fees), gutter guards, whole house water treatment system and rough-in for future bath and egress in the basement, ready for your finishing. Don't miss out on this fantastic opportunity to own one the best values in Cecil County. Located in the desirable North East school district (buyer to verify), this home has it all and more so why wait for new construction? Schedule your showing today!



Patterson-Schwartz Real Estate Nancy Husfelt-Price Team Landon 302-218-4192 direct 302-733-7000 office nhusfeltprice@gmail.com landon.psre.com



This information is provided as a courtesy only, it is not a warranty and should be independently investigated by buyers.





34 Sugarberry Drive, Elkton, MD, 21921			921	Active		\$369,999
	AVW NO	MLS #:	MDCC2012158		Beds:	4
THE AUTOMATION	A CARLENS	Туре:	Residential		Baths:	2 / 1
		Struct Type:	Twin/Semi-Detach	ed	YearBuilt:	2021 / Estimated
		Style:	Colonial		NewConstr:	No
		Lvls/Stories:	2		Basement:	Yes
		Ownership:	Fee Simple		Central Air:	Yes
	(in)	Garage:	Yes			
LOCATION						
County	CECIL		:	School District:	Cecil Co	unty Public Schools
County.		inty (42700)		High School:	North Ea	st
-	Cecii Col	(12100)				
County: MLS Area: Subdiv/Neigh:	Ridgely F			Middle School:	North Ea	st

ASSOCIATION / COMMUNITY INFO

Senior Community: No HOA: Yes HOA Fee: \$40 / Monthly Condo/Coop: No Assoc Fee Incl: Common Area Maintenance HOA Name: Ridgely Forest HOA Assoc Amenities: Common Grounds, Pool - Outdoor

TAXES AND ASSESSMENT

Tax ID#: 08-05-139464 Tax Annual/Year: \$4,758 / 2023 City/Town Tax: \$1,423 County Tax: \$3,275 Tax Assessment: \$296,500

ROOMS					BED	BATH
Living Room:	Main	17 x 26	Flooring - Luxury Vinyl Plank	Main:		1 part
Kitchen:	Main	20 x 13	Flooring - Luxury Vinyl Plank, Island,	Upper 1:	4	2 full
	Kitchen - El	ectric Cooking	, Pantry, Walk-In Closet(s)			
Primary Bedroom:	Upper 1	13 x 14	Attached Bathroom, Ceiling Fan(s),			
	Double Sink	, Flooring - Lu	xury Vinyl Plank, Walk-In Closet(s)			
Bedroom 2:	Upper 1	10 x 10	Flooring - Luxury Vinyl Plank, Walk-In			
	Closet(s)					
Bedroom 3:	Upper 1	11 x 10	Ceiling Fan(s), Flooring - Luxury Vinyl			
	Plank, Walk	-In Closet(s)				
Bedroom 4:	Upper 1	11 x 10	Ceiling Fan(s), Flooring - Luxury Vinyl			
	Plank, Walk	-In Closet(s)				

BUILDING INFORMATION

Property Condition: Excellent AboveGrFinSF: 1,660 / Assessor Total Finished SF: 1,660 / Total SF: 1,660 / Foundation: Concrete Perimeter Basement: Rough Bath Plumb, Unfinished Constr Materials: Vinyl Siding Flooring Type: Ceramic Tile, Luxury Vinyl Plank

LOT AND PARKING

Lot Acres/SQFT: 0.09a / 3,790sf / Estimated Zoning: TH Federal Flood Zone: No Ground Rent: No Lot Features: Backs to Trees Parking: Attached Garage, Driveway | Paved Parking | Garage - Front Entry, Garage Door Opener | Attached Garage Spaces: 2 | Driveway Spaces: 2

INTERIOR FEATURES

Ceiling Fan(s), Combination Kitchen/Living, Kitchen - Eat-In, Kitchen - Island, Pantry, Recessed Lighting, Walk-in Closet(s), Window Treatments | No fireplace | Built-In Microwave, Dishwasher, Disposal, Dryer, Oven/Range - Electric, Refrigerator, Stainless Steel Appliances, Washer, Water Heater | *Laundry:* Upper Floor | *Door:* Sliding Glass | *Accessibility Features:* None

EXTERIOR FEATURES

Exterior Lighting | Patio/Porch: Deck(s) | Community Pool: Yes, In Ground

UTILITIES

Cooling: Central A/C, Heat Pump(s), Electric | Heating: Heat Pump - Electric BackUp, Electric | Electric: 200+ Amp Service, Circuit Breakers | Hot Water: Electric | Water Source: Public | Sewer: Public Sewer

GREEN FEATURES

Energy Generation: PV Solar Array(s) Owned

REMARKS

Public: Welcome to this beautiful Twin home located in Ridgely Forest. This spacious property features 4 bedrooms, 2.1 bathrooms, and is spread over 2 levels. As you step inside, you will be greeted by a light-filled interior with NEW LVP flooring throughout most of the home. The main level boasts a combination kitchen/living area with a kitchen island, pantry, and stainless steel appliances. The kitchen also features recessed lighting and an eat-in area, perfect for entertaining. Upstairs, you will find an owner's suite with a walk-in closet and en-suite bathroom with tile flooring. The three additional bedrooms are generously sized and share a full bathroom. Outside, this home offers a premium lot with a deck perfect for outdoor gatherings. The community amenities include an in-ground pool, playground, and picnic pavilion for residents to enjoy. Additional features of this home include ceiling fans, window treatments, exterior lighting, 12 month average electric bill is just \$60, thanks to the OWNED SOLAR PANELS (no lease fees), gutter guards, whole house water treatment system and rough-in for future bath and egress in the basement, ready for your finishing. Don't miss out on this fantastic opportunity to own one the best values in Cecil County. Located in the desirable North East school district (buyer to verify), this home has it all and more so why wait for new construction? Schedule your showing today!

Inclusions: Refrigerator, Washer, Dryer, Water Filter, Water Softner, Solar Panels and Gutter Guards

Exclusions: Master Bedroom Curtains

Fax:



For More Information Contact:

Nancy Husfelt-Price

Direct:302-218-4192302-733-7000Cell:302-218-4192302-733-7046e-mail:nprice@psre.com

Information set forth is deemed reliable, but there is no guarantee as to its accuracy and no warranties are made.

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MLS#: MDCC2012158



34 Sugarberry Drive

34 Sugarberry Drive, Elkton



Living Room



Living Room



Kitchen



Kitchen



Kitchen Printed on 4/25/2024 by Nancy Husfelt-Price

Information set forth is deemed reliable, but there is no guarantee as to its accuracy and no warranties are made.

MLS#: MDCC2012158



Kitchen





Kitchen



Kitchen Eat-in Area



Powder Room



Primary Bedroom

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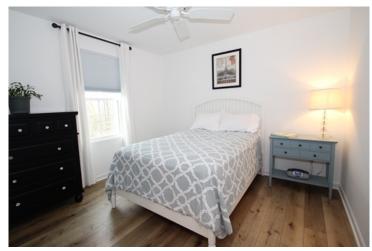
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Bedroom





Bedroom



Bedroom



Hall Bath



2nd Floor Laundry

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 Basement with egress & bath rough-in

sement with egress & bath rough-in Printed on 4/25/2024 by Nancy Husfelt-Price



Rear of home

34 Sugarberry Drive, Elkton



Rear of home



Composite Deck



Aerial View



Aeiral View of the Owned Solar Panels

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MLS#: MDCC2012158

Yard

Information set forth is deemed reliable, but there is no guarantee as to its accuracy and no warranties are made.

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34 Sugarberry Drive, Elkton





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 ______.

ADDENDUM to Contract of Sale dated ______

between Buyer Alan Schwarzel and Mary Brenneman

and Seller Patterson-Schwartz-Newark

for Property known as 34 Sugarberry Drive, Elkton, MD 21921

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**.

	SPECIFY): MASTER A/R, FHR	Refrigerator(s) # 1 W/ Ice Maker(s) # 1 Satellite Dish Screens Shades/Blinds Storage Shed(s) # er Storm Windows Store or Range GUTTER GUARS, WATEL	TV Antenna Trash Compactor Wall Mount TV Brackets Wall Oven(s) # Water Filter Water Softener Window A/C Unit(s) # Window Fan(s) # Wood Stove
LEASED ITEM(S) INCL Fuel Tank(s) Solar Panels Alarm System Water Treatment Syste ADDITIONAL TERMS AND/0	Alle	Other Other Other	
Water Supply Pu Sewage Disposal Pu Heating Ga Hot Water Ga Air Conditioning Ga	blic Septic Other s Electric Oil s Septic	Heat Pump OtherOther	
Utility Service Providers:			
DELMARVA POW.			
All oth	er terms and conditions of the C	100 M 100	
Buyer Signature	Date	Marse Brenn Seller Signature	Date UNI 1/6/24
Buyer Signature	Date	Seller Signature	Date
R			

Page 1 of 1 1/23

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: <u>34 Sugarberry</u> Drive, Elkton, MD 21921

Legal Description: Lot 3042 - .087 Acre - 34 Sugarberry Drive - Ridgely Forest

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;
- 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? 2 TEARS

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

Water Supply Sewage Disposal	Public Public	□ Well □ Other □ Septic System approved for(# bedrooms) Other Type
Garbage Disposal Dishwasher	Yes □ No No Yes □ No	
Heating	Oil Natural Gas	Image: Sector in the sector in
Air Conditioning Hot Water	\Box Oil \Box Natural Gas \Box Oil \Box Natural Gas	Image: The contract of the cont

Please indicate your actual knowledge with respect to the following:

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1. Foundation: Any settlement or other problems? Comments:	🗆 Yes	🗖 No	Unknown
2. Basement: Any leaks or evidence of moisture? Yes Comments:	No Unknow	n Does Not App	ly
3. Roof: Any leaks or evidence of moisture? [Type of Roof:Age	Yes 🛛	No 🗖 Ur	known
Comments:		🗆 No	Unknown
Is there any existing fire retardant treated plywood? Comments:	Tes Yes		
4. Other Structural Systems, including exterior walls and floors Comments:			
Any defects (structural or otherwise)?	□No	Unknown	
Comments:		□ No	Unknown
5. Plumbing system: Is the system in operating condition? Comments:	☐ Yes		
6. Heating Systems: Is heat supplied to all finished rooms? Comments:	🗆 Yes	□ No	Unknown
Is the system in operating condition? Comments:	🗆 Yes	□ No	Unknown
7. Air Conditioning System: Is cooling supplied to all finished	rooms? 🗆 Yes 🗖 N	o 🗖 Unknown 🗖 D	oes Not Apply
Comments:			
Is the system in operating condition? Yes No	Unknown	Does Not Apply	
Comments:			
Comments: 8A. Will the smoke alarms provide an alarm in the event of Are the smoke alarms over 10 years old? If the smoke alarms are battery operated, are they sealed, ta long-life batteries as required in all Maryland Homes by 201	mper resistant uni		ilence/hush button, which u
Comments:			
9. Septic Systems: Is the septic system functioning properly?		Unknown 🛛 Doe	s Not Apply
When was the system last pumped? Date	Unknown		
Comments:	Yes 🗆	No 🛛 Ur	iknown
Comments:			
Home water treatment system: \Box Yes	🗆 No	Unknown	
Comments: Fire sprinkler system:	Unknow	n 🛛 Does Not A	nply
Comments:			-F.F
Are the systems in operating condition?	□ Yes	□ No	Unknown
Comments:			
11. Insulation:			
In exterior walls?	Unknow		
In ceiling/attic? \Box Yes \Box No	🗖 Unknow		
In any other areas? \Box Yes \Box No	Where?		
Comments:			
12. Exterior Drainage: Does water stand on the property for m	ore than 24 hours af	ter a heavy rain?	
□Yes □No □Unknown			
Comments		Unknown	
Are gutters and downspouts in good repair? Yes	□No		
Comments:			

13. Wood-destroying insects: Any infestation an Comments:	d/or prior damage?	□ Yes	🗖 No	Unknown
Any treatments or repairs? Yes Any warranties? Yes	□ No □ No	UnknownUnknown		
Comments:				
 14. Are there any hazardous or regulated material underground storage tanks, or other contamination □ Yes □ No □ Unknown If yes, specify below Comments:	n) on the property?			bestos, radon gas, lead-based paint,
15. If the property relies on the combustion of a f monoxide alarm installed in the property?☐ Yes ☐ No ☐ Unknown				
Comments:				
 16. Are there any zoning violations, nonconformunrecorded easement, except for utilities, on □ Yes □ No □ Unknown If yes, specify below 	or affecting the prop	f building restricti berty?	ons or setback	requirements or any recorded or
Comments: 16A. If you or a contractor have made improv	ements to the prop	erty, were the re	quired permi	ts pulled from the county or local
permitting office? □Yes □No □Does Not Ap Comments:	ply 🛛 Unknown			
	🗖 Unknown	If yes,	e Bay critical a specify below	area or Designated Historic District?
Comments:				
18.Is the property subject to any restriction impos	🗖 Unknown	If yes,	specify below	7
19. Are there any other material defects, includin	g latent defects, affe □ Unknown	ecting the physical		
NOTE: Seller(s) may wish to disclose th RESIDENTIAL PROPERTY DISCLOSU			n the proper	ty on a separate
The seller(s) acknowledge having careful complete and accurate as of the date sign their rights and obligations under §10-702 Seller(s)	ed. The seller(s) 2 of the Marylan	further acknow d Real Property	vledge that t y Article.	hey have been informed of
Seller(s)			D	ate
The purchaser(s) acknowledge receipt of have been informed of their rights and ob	a copy of this di ligations under §	sclosure statem 310-702 of the	ent and furt Maryland R	her acknowledge that they eal Property Article.
Purchaser			_ D	ate
Purchaser			D	ate

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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? \Box Yes	No	If yes, specify:
Seller Mary Brennengon A		Date 1/6/24
Setter Ruf Schwapel		Date6/24

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

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DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Property Address: 34 Sugarberry Drive, Elkton, MD 21921

SELLER/LANDLORD REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (SELLER/LANDLORD TO INITIAL APPLICABLE LINE): _____ housing was constructed prior to 1978 <u>OR</u> / _____ housing was constructed prior to 1978 <u>OR</u> / _____ date of construction is uncertain.

FEDERAL LEAD WARNING STATEMENT: A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. 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/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-base paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A tenant must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a **buyer** conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

Seller's/Landlord's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):
 - (i) ____/ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

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(ii) ////// Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Records and reports available to the seller (initial (i) or (ii) below):

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

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

Buyer's/Tenant's Acknowledgment (initial)

(c) / Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.

(d) / ____Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home.

(e) Buyer has (initial (i) or (ii) below):

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

(f) Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) 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 they have provided is true and accurate.

Seller/Landlord	Date Buyer/Tenant	Date
Seller/Landlord	Date Buyer/Tenant	Date
<u>Seller's/Landlord's Agent</u>	Date Buyer's/Tenant's Agent	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 ________to the Contract of Sale ________to the Contract of Sale _______to the Contract of Sale _______to the Contract of Sale ______to the Contract of Sale

for Property known as <u>34 Sugarberry Drive, Elkton, MD 21921</u>

NOTE: This notice does <u>not</u> 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 13-207of 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:

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 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:

- 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.

mappedd		Was Monencar /	7011107
Buyer's Signature	Date	Seller's Signature	Date
· · ·		Alur se hurre	3/7/24
Buyer's Signature	Date	Seller's Signature	Date
		- Darkey heefelt Price	3724
Agent's Signature	Date	Agent's Signature	Date
	Page	e 2 of 2 1/23	
			tract this form may not be altered
[®] Copyright 2023 Maryland REALTORS [®] . For use or modified in any form without the prior express	e by REALTOR® members of Maryland written consent of Maryland REALTOR	d REALTORS® only. Except as negotiated by the parties to the Cor IS®.	itract, this form may not be altered

ADDENDUM TO CONTRACT OF SALE HAZARDOUS WASTE SITES - CECIL COUNTY, MARYLAND

ADDENDUM to Contract of Sale ("the Contract"), by and between

SELLER(S): Alan Schwarzel and Mary Brenneman

BUYER(S):

PROPERTY: 34 Sugarberry Drive, Elkton, MD 21921

THE PURPOSE OF THIS ADDENDUM IS TO NOTIFY BUYERS THAT THERE ARE HAZARDOUS WASTE SITES IN CECIL COUNTY, AS THERE ARE IN MOST COUNTIES. THIS IS NOT INTENDED TO IMPLY THAT THE PROPERTY BEING PURCHASED BY BUYERS IS OR IS NOT IN CLOSE PROXIMITY TO ANY SUCH HAZARDOUS WASTE SITE. IT IS BUYERS' DUTY TO INVESTIGATE SUCH MATTER TO BUYERS' SATISFACTION.

- 1. Notice to Buyer. The United States Environmental Protection Agency ("EPA") and the Maryland Department of the Environment ("MDE") have identified properties in Cecil County, Maryland, that have been impacted by materials that are hazardous to human health ("Sites"). One or more of such Sites may be in close proximity to the Property. Information regarding the Sites may be obtained from EPA and MDE at the following websites: <u>www.epa.gov</u> and <u>www.mde.state.md.us</u>.
- 2. Acknowledgment by Buyers. Buyers understand that the Property may or may not be in close proximity to one or more of the Sites, and that the proximity of the Property to any of the Sites could affect the Property and the health and safety of the occupants of the Property.
- 3. **Investigation by Buyers.** Buyers represent that Buyers have either i.) investigated the Property as to its proximity to any of the Sites and are satisfied that such Sites do not adversely affect the Property or pose a hazard to the health and safety of future occupants of the Property, OR, ii) executed a separate addendum to the Contract to make the Contract and Buyers' obligations under the Contract expressly contingent upon such investigation by Buyers.
- 4. Acceptance by Buyers. Buyers expressly assume the risk of any hazards resulting from the proximity of the Property to one or more of the Sites.
- 5. **Release of Liability.** Buyers hereby release and discharge Sellers and all real estate brokers, real estate agents, loan officers and lenders involved in the transaction from any and all liabilities, claims and legal actions, known or unknown, now or hereafter arising, related to the proximity of the Property to any of the Sites.

Date
Date
<u>3/>/~4</u> 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): Alan Schwarzel and Mary Brenneman	
PROPERTY: 34 Sugarberry Drive, Elkton, MD 21921	

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"):

The lot which is the subject of the contract of sale is located within the development known as (1). *RIDGELY FOREST*

The current monthly fees or assessments imposed by the homeowners association upon the lot are (2).(i). per month payable on a <u>Mow THL Y</u> basis. \$ 40

(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:

\$ 480 (10x12

(iii). T	he	fees.	asses	sments,	or othe	er cha	rges im	posed by i tial appl i	the	homeo	wners	associati	on a	aga	ainst	the	lot
are		0	r are	not 🚭	XTHAD	(Seller	r to in	itial appli	icable	e prov	vision)	delinque	ent.	lf	any	of	the
foregoir	ng	are	delin	quent,	Seller	to	explain,	giving	am	ounts	and	dates	of	C	delino	quer	icy:

Seller to initial (i) or (ii) and complete as appropriate: (3).

n

(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: MANAGEMENT

Name: ASPEN PROPERTY 21901 NORTA FAST MA Address: 14 S MAIN Telephone: 410 620 259

- (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:



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

1/6/24 Date openemen Seller Date Seller

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

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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): Alan Schwarzel and Mary Brenneman					
PROPERTY: 34 Sugarberry Drive, Elkton, MD 21921					

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



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(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

(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.

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Buyer	Date	Seller	Call	Date
Buyer	Date	Seller	Schwafel	1/6/24 Date
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SOLAR PANEL ADDENDUM TO EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT

ADDENDUM dated _______to Exclusive Right to Sell Residential Brokerage Agreement between Seller Alan Schwarzel and Mary Brenneman and Broker Patterson-Schwartz-Newark

for Property known as 34 Sugarberry Drive, Elkton, MD 21921

1. ACKNOWLEDGMENT OF SOLAR SYSTEM ON THE PROPERTY. Seller discloses that the Property contains a solar panel system ("Solar System") manufactured by the following solar energy company:

Solar System Manufacturer: Solar ENERGY WORLS	
Phone: 410 375 1900, 410 579 2004	_
Address: 14880 SWEITZER LANE, LANACH MD 20707	_
Email Address: PANTOSHAK (W) SULARENERG WORLD. COM	_

- 2. OWNERSHIP. The Seller owns OR does not own the Solar System.
- LESSOR/LIENHOLDER. The term "Lessor," as used herein, shall refer to the company that leases the Solar System to Seller, or the servicer of the unpaid loan used by Seller to purchase the Solar System.
- 4. FINANCING. In the event Seller does not own the Solar System, Seller acknowledges that the Solar System is subject to a lease OR power purchase agreement OR unpaid loan. Payments under such lease, agreement, or loan are payable to:

AA A	
Lessor: // /Pr	
Phone:	
Address:Email Address:	

5. FEES. The present fee, if applicable, is \$ ______ per ______ with a current outstanding balance of approximately \$ ______

If any additional fees or increases in costs are known to Seller, please provide an explanation of any such fees and/or costs, including the date upon which any such increase would take effect:

- 6. SOLAR SYSTEM DOCUMENTS. Copies of any documentation pertaining to the Solar System are attached and shall be provided to Buyer pursuant to the terms of the Solar Panel Addendum to the Residential Contract of Sale. (Seller to initial): <u>Multiple</u>
- 7. SOLAR SYSTEM WARRANTY TRANSFER. Seller acknowledges that there is ⊠OR is not □ a solar system warranty. In the event that there is a solar system warranty, Seller acknowledges that it is ⊠OR is not □ transferrable.

Seller Seller

Broker (Company Name)

Broker or Authorized Representative Date



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10/21



NOTICE AND DISCLOSURE OF DEFERRED WATER AND SEWER CHARGES

Pursuant to Section 14-117(a)(5) of the Real Property Article of the Annotated Code of Maryland, the following Notice applies to the resale of residential real property that is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration. This law does not apply in a county that has adopted a disclosure requirement that is substantially similar to the disclosure requirements under this law.

NOTICE REQUIRED BY MARYLAND LAW REGARDING DEFERRED WATER AND SEWER CHARGES

THIS PROPERTY IS SUBJECT TO A FEE OR ASSESSMENT THAT PURPORTS TO COVER OR DEFRAY THE COST OF INSTALLING OR MAINTAINING <u>DURING CONSTRUCTION</u> ALL OR PART OF THE PUBLIC WATER OR WASTEWATER FACILITIES CONSTRUCTED BY THE DEVELOPER. THE FEE OR ASSESSMENT IS \$<u>325</u>, PAYABLE (annually, quarterly, monthly, etc.) <u>ANNUALLY</u>

UNTIL (DATE) 12/2061 TO (NAME & ADDRESS) HALP RIDGELY WATER + SowER UTILITY CO, 120 100 PAINTERS MILL RD #200 OWINGS MILLS M& 21117 410-653-3400 X277 (HEREAFTER CALLED "LIENHOLDER").

THERE MAY BE A RIGHT OF PREPAYMENT OR A DISCOUNT FOR EARLY PREPAYMENT, WHICH MAY BE ASCERTAINED BY CONTACTING THE LIENHOLDER. THIS FEE OR ASSESSMENT IS A CONTRACTUAL OBLIGATION BETWEEN THE LIENHOLDER AND EACH OWNER OF THIS PROPERTY, AND IS NOT IN ANY WAY A FEE OR ASSESSMENT IMPOSED BY THE COUNTY IN WHICH THE PROPERTY IS LOCATED.

If a Seller subject to this law fails to comply:

- (a) Prior to settlement, Buyer is entitled to rescind in writing the sales contract without penalty or liability. On rescission, Buyer is also entitled to the full return of any deposits made on account of the sales contract. If any deposits are held in trust by a licensed real estate broker, the return of the deposits to a Buyer under this law shall comply with the procedures under § 17-505 of the Business Occupations and Professions Article of the Annotated Code of Maryland. Buyer's right of rescission shall terminate five days after Seller provides to Buyer written notice in accordance with this requirement; and
- (b) <u>After settlement, Seller shall be liable to Buyer for the full amount of any fee or assessment not disclosed,</u> <u>unless Seller was never charged a fee or assessment to defray the costs of public water or wastewater</u> <u>facilities by the developer, a successor of the developer, or a subsequent assignee</u>.

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

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Buyer Signature	Date	Seller Signature Date
		_ Alenh Chwape 1/6/24
Buyer Signature	Date	Seller Signature Date

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