



STATE OF MARYLAND  
REAL ESTATE COMMISSION

## Understanding Whom Real Estate Agents Represent

### THIS NOTICE IS NOT A CONTRACT

*In this form "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease"*

#### Agents Who Represent the Seller

**Seller's Agent:** A seller's agent works for the real estate company that lists and markets the property for the sellers and exclusively represents the sellers. A Seller's agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the sellers.

**Subagent:** A Subagent means a licensed real estate broker, licensed associate real estate broker, or licensed real estate salesperson who is not affiliated with or acting as the listing real estate broker for a property, is not a buyer's agent, has an agency relationship with the seller, and assists a prospective buyer in the acquisition of real estate for sale in a non-agency capacity. The subagent works for a real estate company different from the company for which the seller's agent works. The subagent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the seller.

**If you are viewing a property and you have not signed a Brokerage Agreement, that agent represents the seller**

#### Agents Who Represent the Buyer

**Buyer's Agent:** A buyer may enter into a written contract with a real estate broker which provides that the broker will represent the buyer in locating a property to buy. The agent from that broker's company is then known as the buyer's agent. The buyer's agent assists the buyer in evaluating properties and preparing offers and developing negotiation strategies and works in the best interest of the buyer. The agent's fee is paid according to the written agreement between the broker and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement.

#### Dual Agents

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

**If both seller and buyer agree to dual agency** by signing a Consent For Dual Agency form, the "dual agent" (the broker or the broker's designee) shall assign one agent to represent the seller (the seller's "intra-company agent") and another agent to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategies.

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

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

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

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

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

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

Any complaints about a real estate licensee may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6205

We, the  Sellers/Landlord  Buyers/Tenants acknowledge receipt of a copy of this disclosure and that Hagan Realty (firm name) and Cathi Miller (salesperson) are working as:

(You may check more than one box but not more than two)

- seller/landlord's agent
- subagent of the Seller
- buyer's/tenant's agent

\_\_\_\_\_  
Signature (Date)

\_\_\_\_\_  
Signature (Date)

\*\*\*\*\*

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

\_\_\_\_\_  
Name of Individual to whom disclosure made

\_\_\_\_\_  
Name of Individual to whom disclosure made

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
(Date)



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 February 20, 2025 ADDENDUM to Contract of Sale dated
between Buyer
and Seller Steven M. Gould Personal Representative of the Estate of Cassandra A. Gould
for Property known as 1623 Colonial Way, Frederick, MD 21702

1. INCLUSIONS/EXCLUSIONS. Included in the purchase price are all permanently attached fixtures, including all smoke detectors (and, carbon monoxide detectors, as applicable). Certain other now existing items which may be considered personal property, whether installed or stored upon the property, are included if box below is checked.

- Alarm System, Ceiling Fan(s), Central Vacuum, Clothes Dryer, Clothes Washer, Cooktop, Dishwasher, Drapery/Curtain Rods, Draperies/Curtains, Electronic Air Filter, Exhaust Fan(s), Exist. W/W Carpet, Fireplace Screens/Doors, Fireplace Equipment, Freezer, Furnace Humidifier, Garage Opener(s), Garage remote(s), Garbage Disposal, Hot Tub, Equipment & Cover, Intercom, Microwave, Playground Equipment, Pool, Equipment & Cover, Refrigerator(s) w/ Ice Maker(s), Satellite Dish, Screens, Shades/Blinds, Storage Shed(s), Storm Doors, Storm Windows, Stove or Range, 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

ADDITIONAL INCLUSIONS (SPECIFY):

ADDITIONAL EXCLUSIONS (SPECIFY):

2. LEASED ITEM(S) INCLUDED:

\*\*Any additional inclusions convey at no monetary value.

- Fuel Tank(s), Solar Panels, Alarm System, Water Treatment System, Other

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

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

- Water Supply, Sewage Disposal, Heating, Hot Water, Air Conditioning, Public, Well, Septic, Gas, Electric, Oil, Heat Pump, Other

Utility Service Providers:

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

Buyer Signature Date

DocuSigned by: Steven Gould 2/20/2025
Seller Signature Date
Steven M. Gould Personal Representative of the Estate of Cassandra A.

Buyer Signature Date

Seller Signature Date





**\*\*This document does not apply, as it is a transfer by a fiduciary in the course of the Administration of a decedent's Estate (See item #5 below)\*\***

**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 February 20, 2025 to the Contract of Sale between Buyer \_\_\_\_\_ and Seller Steven M. Gould Personal Representative of the Estate of Cassandra A. Gould for Property known as 1623 Colonial Way, Frederick, MD 21702.

NOTE: This notice does not apply to: (1) the initial sale of single family residential property which has never been occupied, or for which a certificate of occupancy has been issued within one year prior to the date of the Contract; (2) a transfer that is exempt from the transfer tax under Subsection 13-207 of the Tax-Property Article, except land installments contracts of sale under Subsection 13-207(a)(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(a)(12) of the Tax-Property Article; (3) a sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure; (4) a sheriff's sale, tax sale, or sale by foreclosure, partition or by court appointed trustee; (5) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; (6) a transfer of single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

Section 10-702 of the Real Property Article of the Annotated Code of Maryland ("Section 10-702") requires that a seller of a single family residential property ("the property") deliver to each buyer, on or before entering into a contract of sale, on a form published and prepared by the Maryland Real Estate Commission, **EITHER:**

- (A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:
- (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
  - (ii) Insulation;
  - (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
  - (iv) Plumbing, electrical, heating, and air conditioning systems;
  - (v) Infestation of wood-destroying insects;
  - (vi) Land use matters;
  - (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
  - (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
  - (ix) Whether the required permits were obtained for any improvements made to the property;
  - (x) Whether the smoke alarms:
    - 1. will provide an alarm in the event of a power outage;
    - 2. are over 10 years old; and
    - 3. if battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; and
  - (xi) If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.

"Latent defects" under Section 10-702 means material defects in real property or an improvement to real property that:

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

**OR**

(B) A written disclaimer statement providing that:

- (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and
- (ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.



At the time the disclosure or disclaimer statement is delivered to you ("the buyer"), you are required to date and sign a written acknowledgement of receipt on the disclosure or disclaimer statement which shall be included in or attached to the contract of sale.

Section 10-702 further provides that a buyer who receives the disclosure or disclaimer statement on or before entering into a contract of sale does not have the right to rescind the contract based upon the information contained in the disclosure or disclaimer statement.

You are hereby notified that, in certain circumstances, you have the right to rescind your contract with the seller if the seller fails to deliver to you the written property condition disclosure or disclaimer statement. Section 10-702 provides that a buyer who does not receive the disclosure or disclaimer statement on or before entering into the contract has the unconditional right, upon written notice to the seller or seller's agent.

- (i) To rescind the contract at any time before the receipt of the disclosure or disclaimer statement or within 5 days following receipt of the disclosure or disclaimer statement; and
- (ii) To the immediate return of any deposits made on account of the contract.

Your right to rescind the contract under Section 10-702 terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application or within 5 days following receipt of a written disclosure from a lender who has received your application for a mortgage loan, if the lender's disclosure states that your right to rescind terminates at the end of that 5 day period.

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

- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
- (ii) Occupancy, in the event of a lease with option to purchase.

The information contained in the property condition disclosure statement is the representation of the seller and not the representation of the real estate broker or sales person, if any. A disclosure by the seller is not a substitute for an inspection by an independent professional home inspection company. You should consider obtaining such an inspection. The information contained in a disclosure statement by the seller is not a warranty by the seller as to the condition of the property of which condition the seller has no actual knowledge or other condition, including latent defects, of which the seller has no actual knowledge. The seller is not required to undertake or provide an independent investigation or inspection of the property in order to make the disclosures required by Section 10-702. The seller is not liable for an error, inaccuracy or omission in the disclosure statement if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the seller or was provided to the seller by a third party as specified in Section 10-702(i) or (j).

You may wish to obtain professional advice about the property or obtain an inspection of the property.

The undersigned buyer(s) and seller(s) acknowledge receipt of this notice on the date indicated below and acknowledge that the real estate licensee(s) named below have informed the buyer(s) and the seller(s) of the buyer(s)' rights and the seller(s)' obligations under Section 10-702.

\_\_\_\_\_  
Buyer's Signature Date

\_\_\_\_\_  
Seller's Signature Date  
Steven M. Gould Personal Representative of the Estate of Cassandra A.

\_\_\_\_\_  
Buyer's Signature Date

\_\_\_\_\_  
Seller's Signature Date

\_\_\_\_\_  
Agent's Signature Date

\_\_\_\_\_  
Agent's Signature Date  
Cathi Miller

**\*\*This document does not apply, as it is a transfer by a fiduciary in the course of the administration of a decedent's estate (See item #5 below)\*\***

**MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT**

Property Address: **1623 Colonial Way, Frederick, MD 21702**

Legal Description: **LT 20 BLK B SECT 1 1553.4 SQ FT CARROLL PARK MANOR**

**NOTICE TO SELLER AND PURCHASER**

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

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

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

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

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

**MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT**

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

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

How long have you owned the property? \_\_\_\_\_

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

Water Supply	<input type="checkbox"/> Public	<input type="checkbox"/> Well	<input type="checkbox"/> Other _____		
Sewage Disposal	<input type="checkbox"/> Public	<input type="checkbox"/> Septic System approved for _____	(# of bedrooms) <b>Other Type</b>		
Garbage Disposal	<input type="checkbox"/> Yes	<input type="checkbox"/> No			
Dishwasher	<input type="checkbox"/> Yes	<input type="checkbox"/> No			
Heating	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Heat Pump Age _____	<input type="checkbox"/> Other _____
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Heat Pump Age _____	<input type="checkbox"/> Other _____
Hot Water	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric Capacity _____	Age _____	<input type="checkbox"/> Other _____

**Please indicate your actual knowledge with respect to the following:**

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

Comments: \_\_\_\_\_

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

Comments: \_\_\_\_\_

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

Type of Roof: \_\_\_\_\_ Age \_\_\_\_\_

Comments: \_\_\_\_\_

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

Comments: \_\_\_\_\_

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

Comments: \_\_\_\_\_

Any defects (structural or otherwise)?  Yes  No  Unknown

Comments: \_\_\_\_\_

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

Comments: \_\_\_\_\_

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

Comments: \_\_\_\_\_

Is the system in operating condition?  Yes  No  Unknown

Comments: \_\_\_\_\_

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

Comments: \_\_\_\_\_

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

Comments: \_\_\_\_\_

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

Yes  No  Unknown

Comments: \_\_\_\_\_

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

**Are the smoke alarms over 10 years old?**  Yes  No

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

Comments: \_\_\_\_\_

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

When was the system last pumped? Date \_\_\_\_\_  Unknown

Comments: \_\_\_\_\_

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

Comments: \_\_\_\_\_

Home water treatment system:  Yes  No  Unknown

Comments: \_\_\_\_\_

Fire sprinkler system:  Yes  No  Unknown  Does Not Apply

Comments: \_\_\_\_\_

Are the systems in operating condition?  Yes  No  Unknown

Comments: \_\_\_\_\_

11. Insulation:

In exterior walls?  Yes  No  Unknown

In ceiling/attic?  Yes  No  Unknown

In any other areas?  Yes  No Where? \_\_\_\_\_

Comments: \_\_\_\_\_

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

Yes  No  Unknown

Comments: \_\_\_\_\_

Are gutters and downspouts in good repair?  Yes  No  Unknown

Comments: \_\_\_\_\_

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

Comments: \_\_\_\_\_

Any treatments or repairs?  Yes  No  Unknown

Any warranties?  Yes  No  Unknown

Comments: \_\_\_\_\_

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

If yes, specify below

Comments: \_\_\_\_\_

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

Yes  No  Unknown

Comments: \_\_\_\_\_

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

If yes, specify below

Comments: \_\_\_\_\_

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

**Comments:** \_\_\_\_\_

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

Comments: \_\_\_\_\_

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

Yes  No  Unknown If yes, specify below

Comments: \_\_\_\_\_

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

Yes  No  Unknown

Comments: \_\_\_\_\_

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

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

Seller(s) \_\_\_\_\_ Date \_\_\_\_\_

Steven M. Gould Personal Representative of the Estate of Cassandra A. Gould

Seller(s) \_\_\_\_\_ Date \_\_\_\_\_

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

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_







**FREDERICK COUNTY NOTICES AND DISCLOSURES**

This disclosure statement is attached to and hereby made a part of the Contract dated \_\_\_\_\_ between \_\_\_\_\_ (Buyer) and **Steven M. Gould Personal Representative of the Estate of Cassandra A. Gould** (Seller) for the property located in the County of Frederick, State of Maryland, described as **1623 Colonial Way, Frederick, MD 21702** (the "Property").

1. **MASTER PLANS AND ZONING ORDINANCES:** Buyers have the right to review any applicable master plans and zoning ordinances, including but not limited to: Frederick Municipal Airport Overlay Zone, Historic Preservation Overlay District, National Register of Historic Places, Livable Frederick Master Plan, Carroll Creek Overlay District, and Monocacy Scenic River Management Plan, or other maps and information relating to planned land uses, roads, highways and the location of parks and other public facilities affecting the property. This information may be found online or at most local, county or state offices such as Parks and Recreation, Planning and Zoning, etc.
2. **FREDERICK COUNTY RIGHT TO FARM ORDINANCE NO. 96-23-175:** FREDERICK COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Frederick County Right to Farm Ordinance) WITHIN THE COUNTY. Buyer(s) may be subject to inconveniences or discomforts arising from such operations, including but not limited to: noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24-hour period (including aircraft), vibration, the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides. Frederick County has determined that inconveniences or discomforts associated with such agricultural operations shall not be considered to be an interference with reasonable use and enjoyment of land, if such operations are conducted in accordance with generally accepted agricultural management practices. Frederick County has established an Agricultural Reconciliation Committee to assist in the resolution of disputes which might arise between persons in this County regarding whether agricultural operations conducted on agricultural lands are causing an interference with the reasonable use and enjoyment of land or personal well-being and whether those operations are being conducted in accordance with generally accepted agricultural practices. If you have any question concerning this policy or the Reconciliation Committee, please contact the Frederick County Planning Department.
3. **SPECIAL TAXING DISTRICT OR COMMUNITY DEVELOPMENT AUTHORITY (CDA):** The property may be part of a Special Taxing District or Community Development Authority (CDA). There are Special Taxing Districts and CDAs in Frederick County, including but not limited to: Lake Linganore CDA, Urbana CDA, Brunswick Crossing, Lake Linganore-Oakdale CDA, Jefferson Tech Park, and others. For the most accurate and up-to-date information, please contact MuniCap, Inc. at (443) 539-4101.

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

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

Revised December 2024

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

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

DocuSigned by:  
*Steven Gould*  
2/20/2025  
SELLER Steven M. Gould Personal Representative of the DATE

BUYER DATE

SELLER DATE

BUYER DATE



Revised December 2024  
© Copyright 2019 Frederick County Association of REALTORS®  
For the sole use of the Frederick County Association of Realtors, Inc., and its members; to be used in Maryland only.  
This form may not be altered, except as negotiated by the parties to this Contract. The Association, its members,  
and employees assume no responsibility if this form fails to protect the interests of any party.







# HOMEOWNER'S INSURANCE DISCLOSURE

Property Address: 1623 Colonial Way Frederick, MD 21702  
Street Address City/State/Zip

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

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

If item number 2 is checked, please describe the facts of the claim and/or conditions that may have led to a claim:

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The current insurance company is: \_\_\_\_\_

DocuSigned by:  
*Steven Gould* 2/20/2025  
878102ACF7BE423  
\_\_\_\_\_  
Seller's Signature / Date  
Steven M. Gould Personal Representative of the Estate of

\_\_\_\_\_  
Buyer's Signature / Date

\_\_\_\_\_  
Seller's Signature / Date

\_\_\_\_\_  
Buyer's Signature / Date

Updated December 2024

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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): **Steven M. Gould Personal Representative of the Estate of Cassandra A. Gould**  
PROPERTY: **1623 Colonial Way, Frederick, MD 21702**

**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 MHA 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**

**(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.**

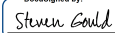
**If you have not received all of the MHAA information 5 calendar days or more before entering into the contract, you have 5 calendar days to cancel the Contract after receiving all of the MHAA information. You must cancel the contract in writing, but you do not have to state a reason. The seller must 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.**

Buyer	Date	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <small>DocuSigned by:</small>    <b>Seller</b>  <small>Steven M. Gould Personal Representative of the Estate of Cassandra A.</small> </div> <div style="text-align: right;">           2/20/2025         </div> </div>	Date
Buyer	Date	Seller	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): Steven M. Gould Personal Representative of the Estate of Cassandra A. Gould
PROPERTY: 1623 Colonial Way, Frederick, MD 21702

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 Carroll Park Manor

(2). (i). The current monthly fees or assessments imposed by the homeowners association upon the lot are \$ 78.00 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: \$

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

(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: Claggett Enterprises Address: 7540 N. Market Street, Frederick, MD Telephone: (301)695-6676 ex.1215

(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:





SE<sup>DS</sup> (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.)

- SE<sup>DS</sup> A. Articles of incorporation;
- SE<sup>DS</sup> B. Declaration of covenants and restrictions;
- SE<sup>DS</sup> C. All recorded covenants and restrictions of the primary developments, and of other related developments to the extent reasonably available;
- SE<sup>DS</sup> 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 SE<sup>DS</sup> or Are Not \_\_\_\_\_ enforceable against an owner;
- B. Are SE<sup>DS</sup> 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.

<small>DocuSigned by:</small> <i>Steven Gould</i>	2/20/2025		
<b>Seller</b>	<b>Date</b>	<b>Seller</b>	<b>Date</b>
<small>Steven M. Gould Personal Representative of the Estate of Cassandra A.</small>			

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.

<hr/>		<hr/>
<b>Buyer</b>	<b>Date</b>	<b>Buyer</b>
	<b>Date</b>	





**NOTICE AND DISCLOSURE OF DEFERRED WATER AND SEWER CHARGES**

Contract of Sale between Buyer \_\_\_\_\_  
and Seller **Steven M. Gould Personal Representative of the Estate of Cassandra A. Gould**  
for Property known as **1623 Colonial Way, Frederick, MD 21702**

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 DURING CONSTRUCTION ALL OR PART OF THE PUBLIC WATER OR WASTEWATER FACILITIES CONSTRUCTED BY THE DEVELOPER. THE FEE OR ASSESSMENT IS \$ \_\_\_\_\_, PAYABLE (annually, quarterly, monthly, etc.) \_\_\_\_\_ UNTIL (DATE) \_\_\_\_\_ Not Applicable TO (NAME & ADDRESS) \_\_\_\_\_**

(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) After settlement, Seller shall be liable to Buyer for the full amount of any fee or assessment not disclosed, unless Seller was never charged a fee or assessment to defray the costs of public water or wastewater facilities by the developer, a successor of the developer, or a subsequent assignee.

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

\_\_\_\_\_  
Buyer Signature Date

DocuSigned by:  
Steven Gould 2/20/2025  
Seller Signature Date  
Steven M. Gould Personal Representative of the Estate of Cassandra A.

\_\_\_\_\_  
Buyer Signature Date

\_\_\_\_\_  
Seller Signature Date





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

1623 Colonial Way

Property Address: Frederick, MD 21702

SELLER/LANDLORD REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (SELLER/LANDLORD TO INITIAL APPLICABLE LINE): 5/20 / housing was constructed prior to 1978 OR / 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-based 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).

(ii) 5/20 / Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) 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) 5/20 / 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) CM 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.

DocuSigned by: Steven Gould 2/20/2025 Seller/Landlord Date Steven M. Gould Personal Representative of the Estate of Cassandra A.

Buyer/Tenant Date

Seller/Landlord Date

Buyer/Tenant Date

DocuSigned by: Cathi Miller 2/20/2025 Seller's/Landlord's Agent Date Cathi Miller

Buyer's/Tenant's Agent Date



10/17



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MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

1623 Colonial Way
Property Address: Frederick, MD 21702

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx.

1. Seller hereby discloses that the Property was constructed prior to 1978;

AND
The Property \_\_\_\_\_ / \_\_\_\_\_ is or [SG] / \_\_\_\_\_ is not registered in the Maryland Program (Seller to initial applicable line).

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (Seller to initial applicable line) \_\_\_\_\_ / \_\_\_\_\_ has; or \_\_\_\_\_ / \_\_\_\_\_ has not occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

If such event has occurred, Seller (Seller to initial applicable line) \_\_\_\_\_ / \_\_\_\_\_ will; OR \_\_\_\_\_ / \_\_\_\_\_ will not perform the required treatment prior to transfer of title of the Property to Buyer.

ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. \_\_\_\_\_ / \_\_\_\_\_ (BUYER)

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.

DocuSigned by: Steven Gould 2/20/2025
Seller Date
Steven M. Gould Personal Representative of the Estate of Cassandra A.

Buyer Date

Seller Date

Buyer Date

DocuSigned by: Cathi Miller 2/20/2025
Seller's Agent Date
Cathi Miller

Buyer's Agent Date









# General Addendum

Special provisions attached to and hereby made a part thereof, the Contract dated \_\_\_\_\_

on Lot 20, Block B, Subdivision \_\_\_\_\_

1623 Colonial Way, Frederick, MD 21702

located in Frederick County, Maryland between

Buyer(s) \_\_\_\_\_

and Seller(s) Steven M. Gould Personal Representative of the Estate of Cassandra A. Gould

**In consideration of their mutual desires to consummate the aforementioned Contract of Sale, the Seller and Buyer hereby agree as follows:**

**It is customary on the MAR Residential Contract of Sale for a seller to be charged fees by the Title Company to release their existing mortgage and to pay for overnight delivery of said mortgage and any recording and issuing of Power of Attorney documents prepared on their behalf (a maximum of \$200 per mortgage lien release and \$50 per Power of Attorney charge). Seller will not be responsible for any additional fees to the Title Company (including, but not limited to, "Closing or Settlement Fees" and "Title Fees"). Should the Buyer decide to use a Title Company that charges these fees, the Buyer will be responsible for any and all title fees charged to the Seller over and above the within mentioned amounts.**

**For point of reference in the MAR Residential Contract of Sale, Page 8 of 11, Paragraph 50:**

**SETTLEMENT COSTS: Buyer agrees to pay all settlement costs and charges including, but not limited to, all Lender's fees in connection herewith, including title examination and title insurance fees, loan insurance premiums, all document preparation and recording fees, notary fees, survey fees where required, and all recording charges, except those incident to clearing existing encumbrances or title defects, except is Buyer is a Veteran obtaining VA financing, those prohibited to be paid by a Veteran obtaining VA financing, which prohibited charges shall be paid by Seller. If Buyer is a Veteran obtaining VA financing, Buyer's Broker may not charge a flat fee to Buyer nor Seller per VA Reg. Part 38 CFR 36.4313(b). Seller is advised that should Seller not be able to attend Settlement as scheduled, Seller may be subject to additional charges from the settlement company to cover the reasonable additional costs of accommodating Seller's request. In such event, Seller is advised to contact the title company to determine what charges may apply.**

DocuSigned by: Steven Gould 2/20/2025  
Seller Steven M. Gould Personal Representative of the Estate of \_\_\_\_\_ Date

Buyer \_\_\_\_\_ Date

Seller \_\_\_\_\_ Date

Buyer \_\_\_\_\_ Date

Updated December 2024

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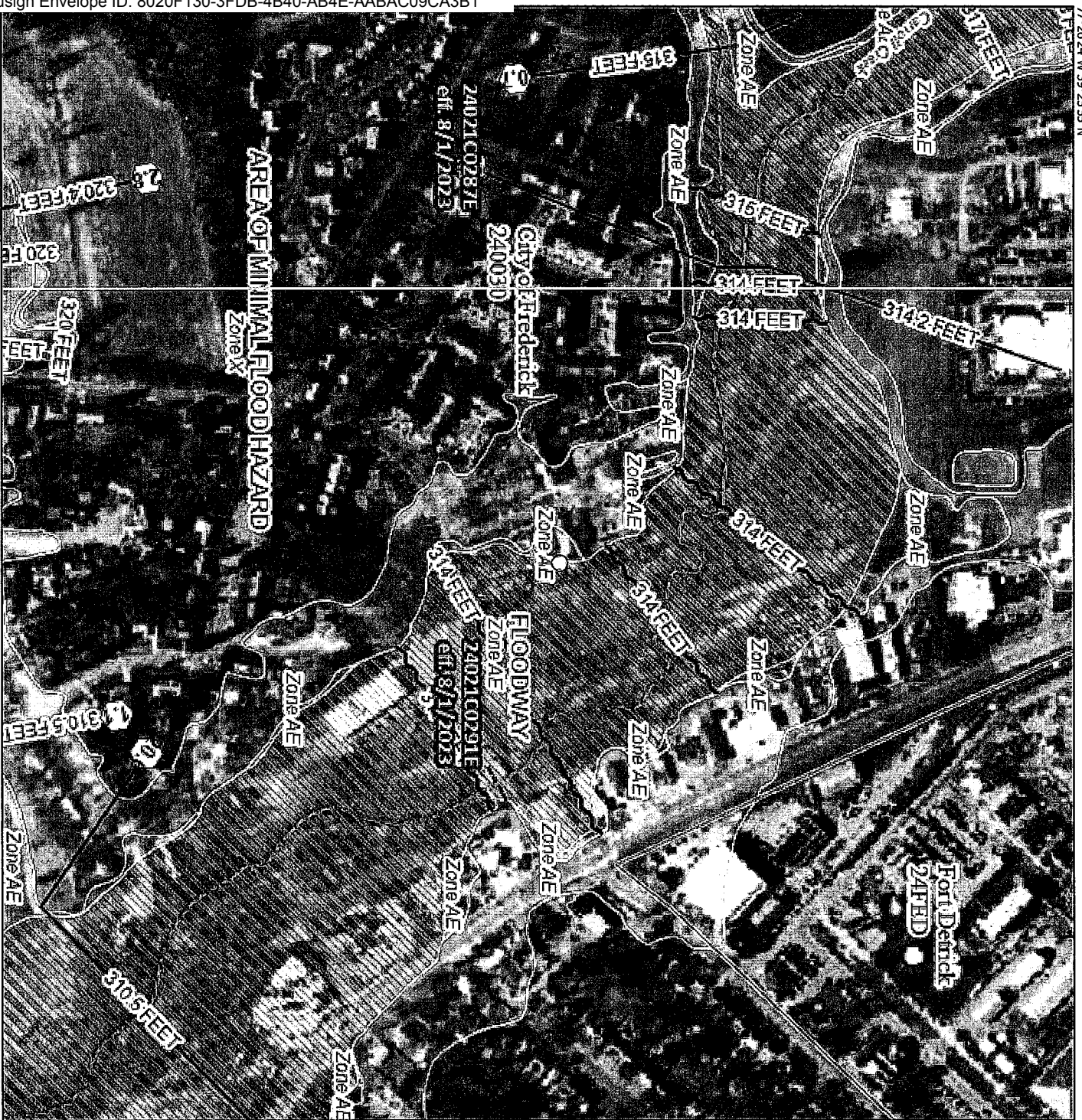




# National Flood Hazard Layer FIRMette



77°25'24"W 39°25'55"N



## Legend

SEE THIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

### SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE)  
Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

0.2% Annual Chance Flood Hazard, Area of 1% annual chance Flood with average depth less than one foot or with draining areas of less than one square mile (Zone 2)

Future Conditions 1% Annual Chance Flood Hazard Zone X

Area with Reduced Flood Risk due to Levee. See Notes. Zone X

### OTHER AREAS OF FLOOD HAZARD

Area with Flood Risk due to Levee Zone D

NO SCREEN Area of Minimal Flood Hazard Zone X

### OTHER AREAS

Area of Undetermined Flood Hazard Zone

### GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

20.2 Cross Sections with 1% Annual Chance Water Surface Elevation

17.5 Coastal Transect

30 Base Flood Elevation Line (BFE)

Limit of Study

Jurisdiction Boundary

Coastal Transect Baseline

Profile Baseline

Hydrographic Feature

### OTHER FEATURES

Digital Data Available

No Digital Data Available

Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.



### MAP PANELS

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/23/2024 at 9:32 PM, and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

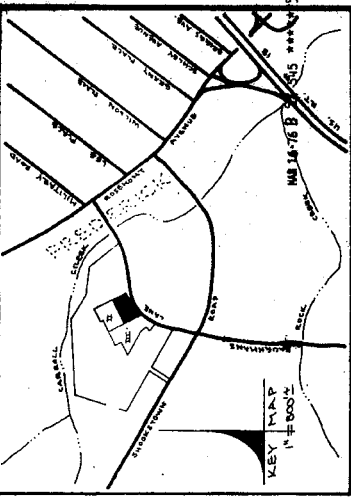
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

250 500 1,000 1,500 2,000 Feet 1:6,000

77°25'47"W 39°25'27"N



FREDERICK CITY  
PLANNING COMMISSION  
Richard H. Hays, Jr. 3/15/76  
PLAT NO. 174-A  
DATE PREP. 5/25/75



**COORDINATES**

STA.	NORTH	EAST
36	4,463.054	5,593.524
105	4,649.771	5,416.984
110	4,690.336	5,484.310
111	4,667.735	5,426.576
112	4,726.575	5,589.170
120	4,651.491	5,621.694
121	4,700.912	5,619.787
122	4,463.125	5,402.985
123	4,623.707	5,544.895
131	4,651.920	5,596.315
138	4,446.495	5,474.642

**CURVE DATA**

STA.	STA.	ARC	TANGENT	CRD.	BEARING	DIST.
36	138	469.00'	14'-42'-01"	60.80'	S 82° 04' 45" W	120.02'

**OWNERS' DEDICATION & CERTIFICATION**

WE, CAPITAL MORTGAGE INVESTMENTS OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, HEREBY ADOPT THIS PLAN OF SUBDIVISION AND IN CONSIDERATION OF APPROVAL OF THIS FINAL PLAN BY THE PLANNING COMMISSION AND DEDICATE THE STREETS AND WALKWAYS TO THE CARROLL PARK MANOR COMMUNITY ASSOCIATION, INC. AND THE SANITARY SEWER, STORM DRAIN AND WATER MAIN TO PUBLIC USE UNLESS OTHERWISE NOTED ON THIS PLAN. WE CERTIFY THAT THERE ARE NO SUITS, ACTIONS OF LAWS, LEASES, LIENS, MORTGAGES, TRUSTS, EASEMENTS OR RIGHTS OF WAY AFFECTING THE PROPERTY INCLUDED IN THIS PLAN OF SUBDIVISION EXCEPT AS HEREIN INDICATED, AND THAT THE REQUIREMENTS OF THE ANNOTATED CODE OF MARYLAND, REAL PROPERTY BOOK, TITLE 3, SUBTITLE 1, SECTION 3-105, 1974 EDITION, AND AS ENACTED OR AMENDED SO FAR AS IT MAY CONCERN THE MAKING OF THIS PLAN AND THE SETTING OF MONUMENTS AND MARKERS HAVE BEEN COMPLIED WITH. **CAPITAL MORTGAGE INVESTMENTS**

4/7/76 BY: *Kenneth K. Sutcliffe, VICE PRESIDENT*

THE NAME, CAPITAL MORTGAGE INVESTMENTS, DOES NOT MEAN THAT THE TRUSTEES, AS TRUSTEES, BUT NOT AS MANAGERS, OF THE TRUST HAVE ANY LIABILITY TO THE TRUSTEES OR TO THE TRUSTEES' PROFESSIONAL LAND DRAFTER, OR TO ANY OTHER PARTY, IN CONNECTION WITH THE TRUST OR THE TRUSTEES' PROFESSIONAL LAND DRAFTER, OR TO ANY OTHER PARTY, IN CONNECTION WITH THE TRUST OR THE TRUSTEES' PROFESSIONAL LAND DRAFTER, OR TO ANY OTHER PARTY, IN CONNECTION WITH THE TRUST OR THE TRUSTEES' PROFESSIONAL LAND DRAFTER.

\* A BILL OF EXCEPTIONS TO AUDITORS STATEMENT OF ACCOUNT WAS FILED DECEMBER 23, 1975, IN THE CIRCUIT COURT OF FREDERICK COUNTY, MARYLAND, EQUITY NO. 25,477. THIS ACTION DOES NOT AFFECT C.M.I.'S TITLE TO THE PROPERTY.

**SURVEYOR'S CERTIFICATION**

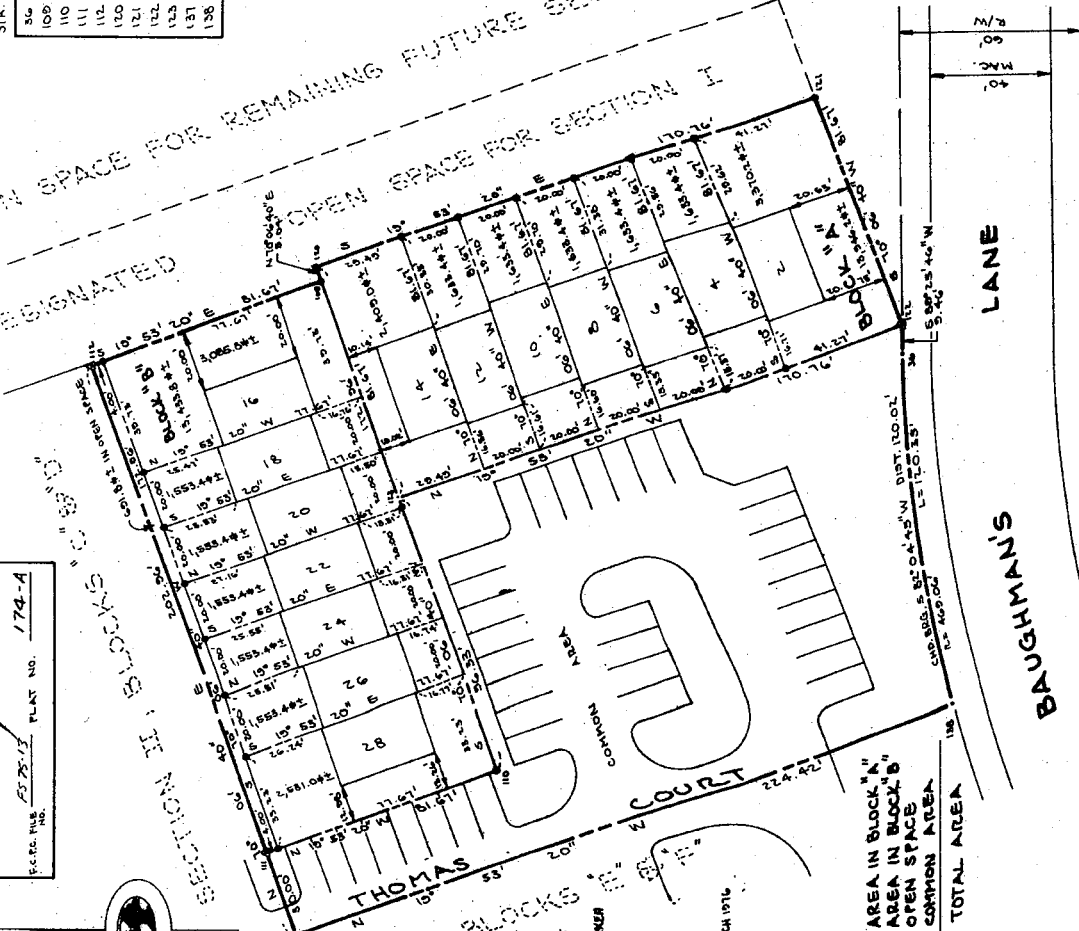
I HEREBY CERTIFY THAT THE FINAL PLAN SHOWN HEREON IS CORRECT THAT IT IS A SUBDIVISION OF PART OF THE LAND CONVEYED BY DAVID E. BETTS AND HILTON F. CLOER, SUBSTITUTED TRUSTEES UNTO CAPITAL MORTGAGE INVESTMENTS BY DEED DATED 23 JULY 1975 AND RECORDED AMONG THE LAND RECORDS OF FREDERICK COUNTY IN LIBER 905, P.040.540

1/17/76  
DATE  
*Douglas K. Sutcliffe*  
DRAFTER, PROFESSIONAL LAND SURVEYOR #2006

**SECTION I, BLOCK "A" & "B" CARROLL PARK MANOR**

SITUATED ON BAUGHMAN'S LANE IN FREDERICK COUNTY, MARYLAND  
FREDERICK ELECTION DISTRICT  
FREDERICK COUNTY, MARYLAND  
DATE: 8 JANUARY 1976  
DATE OF PREVIOUS PLAT: 174-A  
PLAT NO.: F-1942-B-1  
SCALE: 1" = 30'

OPEN SPACE FOR REMAINING FUTURE SECTIONS DESIGNATED  
OPEN SPACE FOR SECTION 1



13,246.2 ± AREA IN BLOCK "A"  
15,433.8 ± AREA IN BLOCK "B"  
491.8 ± OPEN SPACE  
+21,872.1 ± COMMON AREA  
49,943.9 ± TOTAL AREA

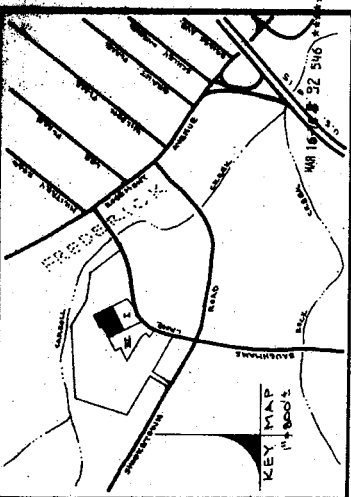
- NOTE: 1. DRAINAGE UTILITY & COMMON WALKWAY EASEMENTS ARE DESCRIBED IN THE COVENANTS AND RESTRICTIONS OF THE CARROLL PARK MANOR COMMUNITY ASSOC., INC. AS RECORDED IN THE LAND RECORDS OF FREDERICK COUNTY.  
2. ALL LOTS SHOWN ARE SERVED BY COMMUNITY SEWER AND WATER.  
3. THE CARROLL PARK MANOR COMMUNITY ASSOC., INC. IS ESTABLISHED IN ACCORDANCE WITH SECTION 9A, SUBSECTION 9-207, PARAGRAPH "C" OF FREDERICK, MARYLAND ZONING ORDINANCE 1978 EDITION.

OWNERS AND DEVELOPERS  
**CAPITAL MORTGAGE INVESTMENTS**  
STATE OF MARYLAND  
FREDERICK COUNTY  
RECEIVED FOR RECORD  
MAY 16 10 36 AM '76  
LIBER 12-7019-172  
LAND 12-7019-172  
JENNIFER S. COLLIER, CLERK

SURVEY AND PLAT BY  
**SUTCLIFFE & ASSOC., INC.**  
SURVEYORS • ENGINEERS • LAND PLANNERS  
310 DELAWARE ROAD  
FREDERICK, MARYLAND  
21701  
PHONE: 301-662-1325

**COORDINATES**

STN.	NORTH	EAST
111.0	4667.755	5424.524
112	4724.423	5587.302
114	4803.422	5561.518
115	4744.642	5399.093
116.0	4803.367	5541.424
119.0	4775.604	5484.825
134	4804.821	5434.856
137	4657.523	5338.315
148	4684.471	5184.041
155	4615.036	5447.204
231	4681.411	5425.145
234	4681.411	5444.175
235	4715.125	5520.974
112.0	4736.575	5589.170



**OWNERS' DEDICATION & CERTIFICATION**

WE, CAPITAL MORTGAGE INVESTMENTS OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, HEREBY ADOPT THIS PLAN OF SUBDIVISION, AND IN CONSIDERATION OF APPROVAL OF THIS FINAL PLAT BY THE PLANNING COMMISSION, AND DEDICATE THE STREETS AND WALKWAYS TO THE CARROLL PARK MANOR COMMUNITY ASSOCIATION INC. AND THE SANITARY SEWER, STORM DRAIN AND WATER MAIN TO PUBLIC USE, UNLESS OTHERWISE NOTED ON THIS PLAT. WE CERTIFY THAT THERE ARE NO SUITS, ACTIONS OF LANDS, LEASES, LIENS, MORTGAGES, TRUSTS, EASEMENTS, OR RIGHTS-OF-WAY AFFECTING THE PROPERTY INCLUDED IN THIS PLAN OF SUBDIVISION, EXCEPT AS HEREBY INDICATED, AND THAT THE REQUIREMENTS OF THE ANNOTATED CODE OF MARYLAND, REAL PROPERTY BOOK TITLE 3, SUBTITLE 1, SECTION 3-108, 1974 EDITION, AND AS ENACTED OR AMENDED SO FAR AS IT MAY CONCERN THE MAKING OF THIS PLAT AND THE SETTING OF MONUMENTS AND MARKERS HAVE BEEN COMPLIED WITH.

1/17/76  
 CAPITAL MORTGAGE INVESTMENTS  
 BY: Robert K. Sutcliffe, Vice President

THE ABOVE CAPITAL MORTGAGE INVESTMENTS, OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, HEREBY ADOPT THIS PLAN OF SUBDIVISION, AND IN CONSIDERATION OF APPROVAL OF THIS FINAL PLAT BY THE PLANNING COMMISSION, AND DEDICATE THE STREETS AND WALKWAYS TO THE CARROLL PARK MANOR COMMUNITY ASSOCIATION INC. AND THE SANITARY SEWER, STORM DRAIN AND WATER MAIN TO PUBLIC USE, UNLESS OTHERWISE NOTED ON THIS PLAT. WE CERTIFY THAT THERE ARE NO SUITS, ACTIONS OF LANDS, LEASES, LIENS, MORTGAGES, TRUSTS, EASEMENTS, OR RIGHTS-OF-WAY AFFECTING THE PROPERTY INCLUDED IN THIS PLAN OF SUBDIVISION, EXCEPT AS HEREBY INDICATED, AND THAT THE REQUIREMENTS OF THE ANNOTATED CODE OF MARYLAND, REAL PROPERTY BOOK TITLE 3, SUBTITLE 1, SECTION 3-108, 1974 EDITION, AND AS ENACTED OR AMENDED SO FAR AS IT MAY CONCERN THE MAKING OF THIS PLAT AND THE SETTING OF MONUMENTS AND MARKERS HAVE BEEN COMPLIED WITH.

A BILL OF EXCEPTIONS TO AUDITOR'S STATEMENT OF ACCOUNT WAS FILED OCTOBER 15, 1976, IN THE CIRCUIT COURT OF FREDERICK COUNTY, MARYLAND, EQUITY NO. 25,472. THIS ACTION DOES NOT AFFECT C.M.I.'S TITLE TO THE PROPERTY.

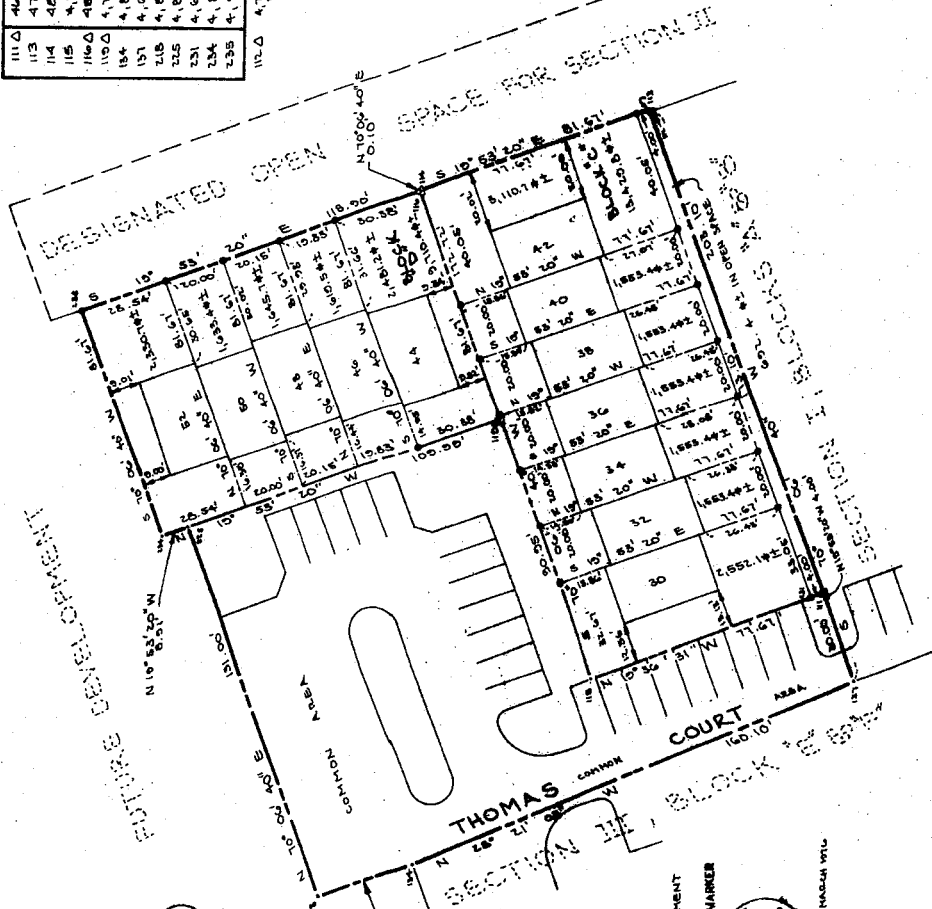
**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT THE FINAL PLAT SHOWN HEREON IS CORRECT, THAT IT IS A SUBDIVISION OF PART OF THE LANDS CONVEYED BY ONID B. BETTS AND HILTON F. CLOAG, SUBSTITUTED TRUSTEES UNTO CAPITAL MORTGAGE INVESTMENTS BY DEED DATED 23 JULY 1975 AND RECORDED AMONG THE LAND RECORDS OF FREDERICK COUNTY IN LIBER 245, FOLIO 545.

1/17/76  
 DATE  
 Robert K. Sutcliffe, Registered Professional Land Surveyor No. 1002

**SECTION II, BLOCKS C & D  
 CARROLL PARK  
 MANOR**

SITUATED ON BARBARANS LANE IN FREDERICK CITY  
 FREDERICK ELECTION DISTRICT  
 FREDERICK COUNTY, MARYLAND  
 DATE: 8 JANUARY 1976  
 44 1/2 PLAT 176  
 PLAT NO.: F-1949-B-II  
 SCALE: 1" = 30'



**NOTES:**

1. DRAINAGE, UTILITY & COMMON WALKWAY EASEMENTS ARE REQUIRED AS DESCRIBED IN THE COVENANTS AND RESTRICTIONS OF THE CARROLL PARK MANOR COMMUNITY ASSOC., INC. AS RECORDED IN THE LAND RECORDS OF FREDERICK COUNTY.
2. ALL LOTS SHOWN ARE SERVICED BY COMMUNITY SEWERAGE AND WATER.
3. THE CARROLL PARK MANOR COMMUNITY ASSOC., INC. IS ESTABLISHED IN ACCORDANCE WITH SECTION 2-A, SUBSECTION 2, 807 PAR. 1, AGRATH, 1974 OF FREDERICK, MARYLAND ZONING ORDINANCE 1975 EDITION.

**SYMBOLS**  
 Δ DEMOTES CORN. MONUMENT  
 T-S-B-M STANDARD MARKER  
 SET PER 4 MARCH 1976

13,429.8 ± AREA IN BLOCK 'C'  
 9,110.4 ± AREA IN BLOCK 'D'  
 607.4 ± OPEN SPACE  
 +16,091.1 ± COMMON AREA  
 40,173.7 ± TOTAL AREA

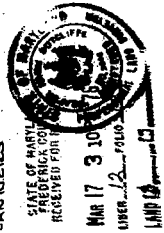
FREDERICK CITY  
 PLANNING COMMISSION  
 RECEIVED FOR THE CHAIRMAN  
 FEBRUARY 25 1976 PLAT NO. 174-B

**SUTCLIFFE & ASSOC., INC.**  
 SURVEYORS • ENGINEERS • LAND PLANNERS

310 BELLAIR ROAD  
 FREDERICK, MARYLAND  
 21701  
 PHONE: 301-662-1325

**CAPITAL MORTGAGE INVESTMENTS**  
 OWNERS AND DEVELOPERS

5530 WISCONSIN AVENUE  
 SUITE 820, CHERRY CRANE  
 MARYLAND, 20016  
 PHONE: 301-657-8640



MAR 17 3 10 PM '76  
 SUPER 12 - PLAT NO. 174-B  
 LAND RECORDS

CHARLES Z. KELLER, CLERK



# SMOKE ALARM LAWS

## 2018



### AS OF JANUARY 1, 2018 - MARYLAND LAW REQUIRES:

**IF BATTERY OPERATED ONLY, ALARM MUST:**

- Be powered by 10-year sealed battery
- Have a silence/hush feature

**IF HARDWIRED ALTERNATING CURRENT (AC) ALARM:**

- May NOT be older than 10 years from the date of manufacture\*

**ONE ALARM MUST BE LOCATED ON EACH LEVEL OF THE DWELLING INCLUDING THE BASEMENT**

**NOTE: REGARDLESS OF WHEN BUILT,** battery operated only alarms must be powered by 10-year sealed batteries, and no unit, whether battery operated or AC, may be older than 10 years. Types of alarms found in homes have changed over time based on requirements at the time of construction.

**BUILT BEFORE 7/1/75**



Located: Each hallway outside bedroom(s)

**BUILT BETWEEN 7/1/75 - 1/1/89**



Located: Each hallway outside bedroom(s)

**BUILT BETWEEN 1/1/89 - 7/1/90**



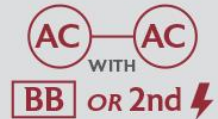
Located: Each hallway outside bedroom(s)

**BUILT BETWEEN 7/1/90 - 7/1/13**



Located: Each hallway outside bedroom(s)

**BUILT AFTER 7/1/13**



Located: Each hallway outside bedroom(s) **AND** in each bedroom

### BE AWARE!

- Hardwired AC Alarms must be replaced with hardwired alarms of the same type.
- Additional alarms required as of January 1, 2018 (such as in basement) may be battery operated if they are 10-year sealed battery alarms with a silence/hush button feature.
- A seller who fails to comply with the law is subject to a fine, imprisonment, or both.
- As required by law, any information about alarms that is shared with a REALTOR® is considered a material fact that must be disclosed to all parties.

\*NOTE: Date of manufacture will be marked on back of smoke alarm. If no date is printed on device, it should not be used.

### KEY

- B: Battery powered alarm
- AC: Alarm powered by alternating current (hardwired)
- AC-AC: Hardwired interconnected alarm
- BB: Battery Backup
- 2nd ⚡ Alternate secondary power source (i.e. WiFi or Radio Frequency)



# Protect Your Family From Lead in Your Home



March 2021

# Are You Planning to Buy or Rent a Home Built Before 1978?

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Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

## Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

## Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

## If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).





## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

## Lead Gets into the Body in Many Ways

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### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



### Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

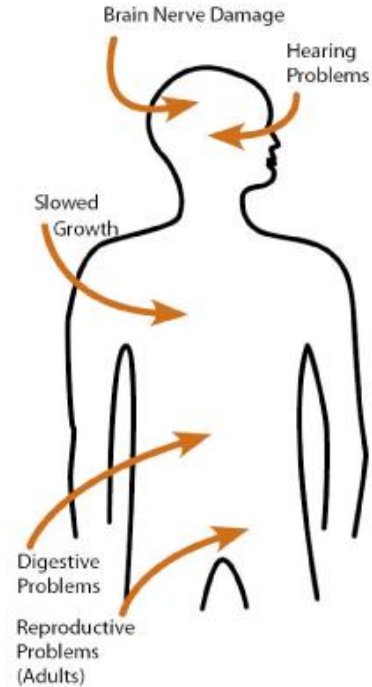
## Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.



Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Check Your Family for Lead

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**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Where Lead-Based Paint Is Found

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In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

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<sup>1</sup> “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm<sup>2</sup>), or more than 0.5% by weight.

<sup>2</sup> “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

# Identifying Lead-Based Paint and Lead-Based Paint Hazards

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**Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips-which you can see-and lead dust-which you may not be able to see-both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

# Checking Your Home for Lead

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You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
  - A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

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In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.



## What You Can Do Now to Protect Your Family

---

**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

## Reducing Lead Hazards

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**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Reducing Lead Hazards, continued

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**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

**Abatements are designed to permanently eliminate lead-based paint hazards.** However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner. Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

## Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Other Sources of Lead

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### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

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\* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Other Sources of Lead, continued

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- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as “**greta**” and “**azarcon**,” used to treat an upset stomach.

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<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

## For More Information

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### **The National Lead Information Center**

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/safewater](http://epa.gov/safewater) for information about lead in drinking water.

### **Consumer Product Safety Commission (CPSC) Hotline**

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### **State and Local Health and Environmental Agencies**

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

# U. S. Environmental Protection Agency (EPA) Regional Offices

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The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 906-6809

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (LL-17J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 353-3808

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10 (20-C04)  
Air and Toxics Enforcement Section  
1200 Sixth Avenue, Suite 155  
Seattle, WA 98101  
(206) 553-1200



## Consumer Product Safety Commission (CPSC)

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The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## U. S. Department of Housing and Urban Development (HUD)

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/lead](http://hud.gov/lead)

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U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
March 2021

# IMPORTANT!

## Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).