



**INCLUSIONS/EXCLUSIONS AND UTILITIES ADDENDUM TO EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT**

For the sole purpose of assisting the agent in preparing an offer and is not to be part of the Contract of Sale

ADDENDUM # 1 dated 6/9/09 to Exclusive Right to Sell Brokerage Agreement dated 04/29/2009 between Owner(s) Robert Nelsen and Broker WEICHERT, REALTORS« - New Colony for Property known as 765 S Mesa Road Millersville MD 21108

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

**INCLUDED**

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

**INCLUDED**

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

**INCLUDED**

- Pool, Equip. & Cover
- Refrigerator(s) # 2
- w/ice maker
- Satellite Dish
- Screens
- Shades/Blinds
- Storage Shed(s) # \_\_\_\_\_
- Storm Doors
- Storm Windows
- Stove or Range
- T.V. Antenna

**INCLUDED**

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

ADDITIONAL INCLUSIONS (SPECIFY):

ADDITIONAL EXCLUSIONS (SPECIFY):

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

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

Robert Nelsen 6/9/2009  
Owner Date

\_\_\_\_\_  
Owner Date

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**MARYLAND HOMEOWNERS ASSOCIATION ACT  
NOTICE TO BUYER**



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

ADDENDUM NUMBER 4 TO CONTRACT OF SALE DATED \_\_\_\_\_

BUYER(S): \_\_\_\_\_

SELLER(S): Robert Nelsen

PROPERTY: 765 S Mesa Road Millersville MD 21108

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

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

- (1). A statement as to whether the lot is located within a development;
- (2). Fees:
  - (i). The current monthly fees or assessments imposed by the homeowners association upon the lot;
  - (ii). The total amount of fees, assessments, and other charges imposed by the homeowners association upon the lot during the prior fiscal year of the homeowners association; and
  - (iii). A statement of whether any of the fees, assessments, or other charges against the lot are delinquent;
- (3). The name, address, and telephone number of the management agent of the homeowners association, or other officer or agent authorized by the homeowners association to provide to members of the public, information regarding the homeowners association and the development, or a statement that no agent or officer is presently so authorized by the homeowners association;
- (4). A statement as to whether the owner has actual knowledge of:
  - (i). The existence of any unsatisfied judgments or pending lawsuits against the homeowners association; and
  - (ii). Any pending claims, covenant violations actions, or notices of default against the lot; and
- (5). A copy of:
  - (i). The articles of incorporation, the declaration, and all recorded covenants and restrictions of the primary development, and of other related developments to the extent reasonably available, to which the buyer shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner's tenants, if applicable; and



Buyer RN / \_\_\_\_\_

Seller \_\_\_\_\_ / \_\_\_\_\_



mhonit12

(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.

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.

~~John Anderson~~ <sup>hN</sup> \_\_\_\_\_ 5/5/09 \_\_\_\_\_  
 Buyer Date

Rob Jones \_\_\_\_\_ 5/5/09 \_\_\_\_\_  
 Seller Date

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

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

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Anne Arundel County Association of REALTORS®  
**RESIDENTIAL PROPERTY INFORMATION**

Property known as: 765 S Mesa Road Millersville MD 21108

OWNER: \_\_\_\_\_

LISTING BROKER: \_\_\_\_\_

1. **INCLUSIONS/EXCLUSIONS:** Included in the sale price are all permanently attached fixtures and smoke detectors. Other items which may be considered personal property, whether installed or stored upon the property, are included as follows:

INCLUDED	INCLUDED	INCLUDED	INCLUDED
Alarm System	Electronic Air Filter	Intercom	Storm Windows
Built-in Microwave	Exhaust Fan(s) # _____	Playground Equipment	Stove or Range
Ceiling Fan(s) # <u>2</u>	Exist. W/W Carpet	Pool, Equip. & Cover	T.V. Antenna
Central Vacuum	Fireplace Screen/Door	Refrigerator(s) # <u>2</u>	Trash Compactor
Clothes Dryer	<del>Freezer</del> <u>NO</u> <u>FN</u>	w/ice-maker	Wall Oven(s) # _____
Clothes Washer	<u>Yes</u> Furnace Humidifier <u>Yes</u>	Satellite Dish	Water Filter
Cooktop	Garage Opener(s) # <u>1</u>	Screens	Water Softener
Dishwasher	w/remote(s) # <u>2</u>	Shades/Blinds	Window A/C Unit(s) # _____
Drapery/Curtain Rods	Garbage Disposer	Storage Shed(s) # _____	Window Fan(s) # _____
Draperies	Hot Tub, Equip. & Cover	Storm Doors	Wood Stove

ADDITIONAL INCLUSIONS (SPECIFY): \_\_\_\_\_

EXCLUSIONS (SPECIFY): \_\_\_\_\_

2. **FEES/ RESTRICTIONS:** Property is subject to mandatory fees/restrictions imposed by (please check all that apply):
- ( ) Homeowner's Association: \_\_\_\_\_ ( ) Mandatory (X) Voluntary \$ \_\_\_\_\_ per \_\_\_\_\_
  - ( ) Condominium Association: \_\_\_\_\_ \$ \_\_\_\_\_ per \_\_\_\_\_
  - ( ) Front Foot Benefit/Capital Facilities fee: \_\_\_\_\_ \$ \_\_\_\_\_ per \_\_\_\_\_
  - ( ) Special Taxing District: \_\_\_\_\_ \$ \_\_\_\_\_ per \_\_\_\_\_
  - ( ) Historic District Designation: \_\_\_\_\_
  - ( ) Other \_\_\_\_\_
  - ( ) Private Utility Assessment ( *Front Foot Addendum* attached)

**NOTE:** List additional information, including community amenities and services included in fees, on a separate attached page.

3. **LIMITED WARRANTY:** OWNER acknowledges notification by BROKER that an optional limited warranty, available to purchase by OWNER, will provide limited coverage for the repair of mechanical equipment, appliances, plumbing and electrical systems, and other coverage as specified by the Home Warranty. (X) OWNER waives the option to purchase warranty ( ) OWNER elects to purchase a \_\_\_\_\_ warranty at a cost of \$ \_\_\_\_\_ to be deducted from OWNER's proceeds at settlement.

4. **INSURANCE CLAIMS:**

A report from the Comprehensive Loss Underwriting Exchange (CLUE) is attached.  
 A report from the Comprehensive Loss Underwriting Exchange (CLUE) is not attached.

5. **LIABILITY:** OWNER indemnifies and holds harmless the BROKER and Listing Agent for any losses, damages or liabilities resulting from any act or omission by OWNER including, but not limited to, providing inaccurate or incomplete information, and OWNER's or Buyer/Tenant's non-performance or default under any Contract of Sale.

6. **OTHER INFORMATION (including all "material facts"):** \_\_\_\_\_

Information provided herein is true, correct and complete to the best of OWNER's knowledge, and OWNER authorizes Listing Broker to provide said information to other brokers and prospective buyers/tenants.

OWNER: Bob J. [Signature] Date: 5/5/09

OWNER: \_\_\_\_\_ Date: \_\_\_\_\_

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AACAR Form #L-3026, Revised 08/2005

WEICHERT, REALTORS® - New Colony  
 Dick Caldwell

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 765 S Mega Road Millersville MD 21108

Legal Description: 765 S Mega Road Millersville MD 21108

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, Annotated Code of Maryland, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the owner. 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 sale under §13-207(11) of the Tax Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender, or an affiliate or subsidiary of a lender, that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

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

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO OWNERS: 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 Owners and is based upon the actual knowledge of Owners as of the date noted. Disclosure by the Owners 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 Owners as to the condition of the property of which the Owners have no knowledge or other conditions of which the Owners have no actual knowledge.

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

Property System: Water, Sewage, Heating & Air Conditioning (Answer all that apply)
Water Supply: [ ] Public [ ] Well [ ] Other
Sewage Disposal: [ ] Public [ ] Septic System approved for (# bedrooms)
Garbage Disposal: [ ] Yes [ ] No
Dishwasher: [ ] Yes [ ] No
Heating: [ ] Oil [ ] Natural Gas [ ] Electric [ ] Heat Pump Age [ ] Other
Air Conditioning: [ ] Oil [ ] Natural Gas [ ] Electric [ ] Heat Pump Age [ ] Other
Hot Water: [ ] Oil [ ] Natural Gas [ ] Electric Capacity Age [ ] Other

WEICHERT, REALTORS - New Colony Dick Caldwell

Handwritten signature

**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: \_\_\_\_\_  
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: \_\_\_\_\_  
Will the smoke detectors provide an alarm in the event of a power outage?  Yes  No  Does Not Apply  
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: \_\_\_\_\_

RW

Property: 765 S Mesa Road Millersville MD

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: \_\_\_\_\_

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 materials defects including latent defects, affecting the physical condition of the property?

Yes  No  Unknown

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

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

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

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ 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 \_\_\_\_\_

WEICHERT, REALTORS® - New Colony  
Dick Caldwell

*KN*

**MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT**

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

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

The owner(s) has actual knowledge of the following latent defects: Water Ingress on heavy rain behind washing machine.

Owner [Signature] Date 5/4/09  
Owner \_\_\_\_\_ Date \_\_\_\_\_

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

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

LEAD-BASED PAINT ADDENDUM TO RESIDENTIAL SALE LISTING CONTRACT

ADDENDUM DATE \_\_\_\_\_

ADDENDUM NUMBER 8 TO LISTING CONTRACT DATED \_\_\_\_\_

PROPERTY: 765 S Mesa Road Millersville MD 21108

SELLER(S): Robert Nelsen

**A. APPLICABLE LAW**

Title X, Section 10108, The Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Federal Program) requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Federal Program applies only to housing constructed prior to 1978. A seller of pre-1978 housing is required to disclose to the buyer, based upon the seller's actual knowledge, all known lead-based paint hazards in the property and provide buyer with any available reports in the seller's possession relating to lead-based paint or lead-based paint hazards applicable to the property. The seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection. At the time that the offer to purchase is entered into by the buyer, the seller is required to provide the buyer with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a disclosure of information on lead-based paint and lead-based paint hazards in the property.

Under the Federal Program, the seller is required to provide the buyer with a ten-day time period (or other mutually agreeable time period) for the buyer, at buyer's expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the buyer waives such assessment or inspection by indicating such waiver on the lead-based paint disclosure form. Seller(s) and any agent involved in the transaction are required to retain a copy of the completed lead-based paint disclosure form for a period of three (3) years following the date of settlement.

**A SELLER OR AGENT WHO FAILS TO PROVIDE THE REQUIRED LEAD-BASED PAINT DISCLOSURES AND EPA PAMPHLET MAY BE LIABLE UNDER THE FEDERAL PROGRAM FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.**

**B. REPRESENTATION OF SELLER**

Seller represents and warrants to broker(s), broker(s)' agents and subagents, intending that they rely upon such warranty and representation, that (Please initial the appropriate space)

\_\_\_\_\_ the Property was built during or after 1978, the Federal Program does not apply to the Property, skip Section C, below

RN \_\_\_\_\_ the Property was built before 1978 (the Federal Program applies to the Property)

\_\_\_\_\_ Seller is uncertain as to date classification, therefore, Seller acknowledges that, for the purposes of the sale contemplated by this listing contract, the Property will be treated as though it had been constructed prior to 1978. Seller acknowledges that the Property is subject to Federal law as to the presence of lead-based paint and/or lead-based paint hazards.

**C. SELLER ACKNOWLEDGES RECEIPT OF THE FOLLOWING INFORMATION FROM BROKER**

EPA Brochure: "EPA and HUD Real Estate Notification and Disclosure Rule"  
EPA Brochure: "Protect Your Family From Lead In Your Home"

Please check in box below if Property is being sold as a rental property

<u>RN</u> <input checked="" type="checkbox"/>	<b>SALE OF RENTAL PROPERTY</b>
If the property being sold is a rental property built prior to 1979, Seller acknowledges that the property may also be subject to the Maryland Lead Poisoning Prevention Program (the Maryland Program) and agrees to provide buyers with all applicable disclosures required under the Maryland Program.	
<b>Seller of pre-79 rental property acknowledges receipt of the following information from broker:</b>	
MDE Brochure: "Lead Poisoning Prevention Program - Summary"	
MDE Brochure: "Notice of Tenant's Rights"	

**BROKER:**

**SELLER(S):**

WEICHERT, REALTORS« - New Colony

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

*Dick Caldwell*  
Agent: \_\_\_\_\_ Date: 6/9/09

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

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Howard County Association of REALTORS®, Inc.

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Form LEADLIST (4/00)

**WEICHERT, REALTORS« - New Colony**  
Dick Caldwell

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

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.

Seller's/Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

[ ] \_\_\_/\_\_\_ (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

[x] 4/21/09 (ii) 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 (Check (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).

[x] (ii) 4/21/09 Seller/Landlord has no reports 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 [check (i) or (ii) below]:

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

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

Agent's Acknowledgment (Initial)

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

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Robert Jones 5/5/09 Seller/Landlord Date Buyer/Tenant Date

Seller/Landlord Date Buyer/Tenant Date

Richard J. Caldwell 6/9/09 Seller's/Landlord's Agent Date Buyer's/Tenant's Agent Date



**AMENDMENT/ADDENDUM**

ADDENDUM NUMBER 10 TO CONTRACT OF SALE/LEASE DATED \_\_\_\_\_

BUYER(S)/TENANTS: \_\_\_\_\_

SELLER(S)/LANDLORD(S): Robert Nelsen

PROPERTY: 765 S Mesa Road Millersville MD 21108

For valuable consideration, receipt of which is hereby acknowledged, we, the undersigned parties hereby agree as follows:

**Buyer(s) and Seller mutually agree that usual and customary charges accrued to the Seller for settlement services shall not exceed three hundred dollars (\$300)**

**Buyer(s) and Seller mutually agree that the property is sold strictly "as is" and "where is".**

**All other terms and conditions remain in full force and effect.**

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

\_\_\_\_\_(SEAL)  
Buyer/Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_(SEAL)  
Buyer/Tenant

\_\_\_\_\_  
Date

Robert Nelsen  
\_\_\_\_\_(SEAL)  
Seller/Landlord

5/5/09  
\_\_\_\_\_  
Date

\_\_\_\_\_(SEAL)  
Seller/Landlord

\_\_\_\_\_  
Date



**WEICHERT, REALTORS® - New Colony**  
Dick Caldwell

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