



**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 \_\_\_\_\_ to Exclusive Right to Sell Brokerage Agreement dated 02/11/2009, between Owner(s) Donna Fendlay and Broker WEICHERT, REALTORS« - New Colony for Property known as 937 Oakmoor Drive Arbutus, MD 21227

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

- |   |  |  |   |
|---|--|--|---|
| <b>INCLUDED</b>   | <b>INCLUDED</b>                                      | <b>INCLUDED</b>  | <b>INCLUDED</b>                                     |
| <input type="checkbox"/> Alarm System                         | <input type="checkbox"/> Exhaust Fan(s) # _____      | <input type="checkbox"/> Pool, Equip. & Cover                  | <input type="checkbox"/> Trash Compactor            |
| <input type="checkbox"/> Built-in Microwave                   | <input checked="" type="checkbox"/> Exist. WW Carpet | <input checked="" type="checkbox"/> Refrigerator(s) # <u>1</u> | <input type="checkbox"/> Wall Oven(s) # _____       |
| <input checked="" type="checkbox"/> Ceiling Fan(s) # <u>3</u> | <input type="checkbox"/> Fireplace Screen/Doors      | <input checked="" type="checkbox"/> <del>w/ice-maker</del>     | <input type="checkbox"/> Water Filter               |
| <input type="checkbox"/> Central Vacuum                       | <input type="checkbox"/> Freezer                     | <input type="checkbox"/> Satellite Dish                        | <input type="checkbox"/> Water Softener             |
| <input checked="" type="checkbox"/> Clothes Dryer             | <input type="checkbox"/> Furnace Humidifier          | <input checked="" type="checkbox"/> Screens                    | <input type="checkbox"/> Window A/C Unit(s) # _____ |
| <input checked="" type="checkbox"/> Clothes Washer            | <input type="checkbox"/> Garage Opener(s) # _____    | <input checked="" type="checkbox"/> Shades/Blinds              | <input type="checkbox"/> Window Fan(s) # _____      |
| <input type="checkbox"/> Cooktop                              | <input type="checkbox"/> w/remote(s) # _____         | <input type="checkbox"/> Storage Shed(s) # _____               | <input type="checkbox"/> Wood Stove                 |
| <input checked="" type="checkbox"/> Dishwasher                | <input checked="" type="checkbox"/> Garbage Disposer | <input checked="" type="checkbox"/> Storm Doors                |   |
| <input checked="" type="checkbox"/> Drapery/Curtain Rods      | <input type="checkbox"/> Hot Tub, Equip. & Cover     | <input checked="" type="checkbox"/> Storm Windows              |   |
| <input checked="" type="checkbox"/> Drapery/Curtains          | <input type="checkbox"/> Intercom                    | <input checked="" type="checkbox"/> Stove or Range             |   |
| <input type="checkbox"/> Electronic Air Filter                | <input type="checkbox"/> Playground Equipment        | <input type="checkbox"/> T.V. Antenna                          |   |

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 \_\_\_\_\_

Donna Fendlay 2-11-09  
Owner Date

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

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 937 Oakmoor Drive Arbutus, MD 21227

Legal Description:

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, Annotated Code of Maryland, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the 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 \_\_\_\_\_

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

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 \_\_\_\_\_

### 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: Toilets need plunging  
on top level once a month to provide adequate flow  
inside

Owner Donna Hendray Date 2-11-09  
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 6 TO LISTING CONTRACT DATED \_\_\_\_\_

PROPERTY: 937 Oakmoor Drive Arbutus, MD 21227

SELLER(S): Donna Fendlay

**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)

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

\_\_\_\_\_ 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

**SALE OF RENTAL PROPERTY**

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.

**Seller of pre-79 rental property acknowledges receipt of the following information from broker:**

MDE Brochure: "Lead Poisoning Prevention Program - Summary"

MDE Brochure: "Notice of Tenant's Rights"

**BROKER:**

**SELLER(S):**

WEICHERT, REALTORS<sup>®</sup> - New Colony

Donna Fendlay 2-11-09  
Seller Date

[Signature]  
Agent: \_\_\_\_\_ Date 2/11/2009

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

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**WEICHERT, REALTORS<sup>®</sup> - New Colony**  
Aaron Gartrell

Form LEADLIST (4/00)