

LEAD-BASED PAINT ADDENDUM TO RESIDENTIAL SALE LISTING CONTRACT

ADDENDUM DATE _____

ADDENDUM NUMBER _____ TO LISTING CONTRACT DATED _____

PROPERTY: 1612 Gablehammer Road Westminster MD 21157

SELLER(S): James Gouge & Audra Gouge

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**

JG 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:

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SELLER(S):

[Signature]
Seller

3-22-09
Date

[Signature]
Agent: _____
3-23-09
Date

[Signature]
Seller

3-23-09
Date

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Form LEADLIST (4/00)

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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. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-base paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A tenant must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a buyer conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

Seller's/Landlord's Disclosure

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

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

5/6/09 (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).

(ii) 5/6/09 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) [Signature] 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.

[Signature] 3-22-09 Seller/Landlord Date Buyer/Tenant Date

[Signature] 3-23-09 Seller/Landlord Date Buyer/Tenant Date

[Signature] 3-23-09 Seller's/Landlord's Agent Date Buyer's/Tenant's Agent Date



MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 1612 Gablehammer Road Westminster MD 21157

Legal Description: IMPSLT 22700 SF NE S OF GABLEHAMMER RD W OF MANCHESTER

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: _____

Property: 1612 Gablehammer Road W. Annapolis MD 21157

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 _____

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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: NONE

Owner [Signature]

Date 3-22-09

Owner [Signature]

Date 3-23-09

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 _____



AS IS ADDENDUM

ADDENDUM # _____ dated _____ to Contract of Sale dated _____

between Buyer _____
and Seller JAMES GOUGE AND AURA GOUGE
for Property known as 1612 GABRIELHAMLEN ROAD, WESTMINSTER MD 21157

The following provisions are included in and supersede any conflicting language in the Contract.

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance. Seller makes no warranty, express or implied, as to the condition of the Property or any equipment or system contained therein. Seller agrees to comply with Section 10-702 of the Real Property Article of the Annotated Code of Maryland if applicable (*Residential Property Disclosure and Disclaimer*). **The parties agree that all clauses in the Contract pertaining to property condition and wood destroying insects are hereby deleted from the Contract.** Buyer understands and agrees that Seller shall have no obligation to make repairs.

Buyer and Seller agree to initial only one of the following:

+

A. "AS IS" WITHOUT INSPECTION(S)

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance without any inspection(s) or contingencies regarding the condition of the Property.

+

B. "AS IS" WITH INSPECTION(S) AND RIGHT TO TERMINATE

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance. Buyer, at Buyer's expense, may have the Property inspected. In the event Buyer is dissatisfied with the results of any inspection(s), Buyer, upon written notice to Seller given within _____ Days from the Date of Contract Acceptance, shall have the unconditional right to terminate the Contract. If Buyer elects to terminate the Contract, the Contract shall become null and void, and Deposit(s) shall be disbursed in accordance with the Deposit paragraph of the Contract. If Buyer fails to have inspection(s) performed or fails to submit written notice of termination within the time period specified, Buyer shall have no right thereafter to terminate the Contract and the Contract shall remain in full force and effect.

Seller shall make the Property accessible for such inspection(s). Neither Buyer, nor any agent or contractor(s) of Buyer, shall in any way excavate, penetrate or otherwise damage any part of the Property without the prior written consent of Seller nor shall any furnishings, boxes, or personal property belonging to Seller be moved or relocated unless absolutely necessary in connection with the inspection(s). If the Property is part of a condominium, Buyer will be given access to the common areas to perform the inspection(s). Buyer and Seller shall have the right to be present during the inspection(s), and Buyer shall give Seller reasonable advance notice of the date and time of any inspection(s).

If Buyer or Buyer's agents or contractors damage the Property during any inspection(s), Buyer shall be responsible for all costs incurred in correcting such damage. Buyer's responsibility for all costs incurred in correcting any damage shall survive termination of the Contract.

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

Buyer Signature Date

Seller Signature Date

Buyer Signature Date

Seller Signature Date

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