

IMPORTANT NOTICE AND DISCLOSURE: These sample contract forms are provided for general information purposes only. They are not a substitute for legal advice and should not be used without the assistance of an attorney. Due to various factors including but not limited to changing laws, specific local ordinances, specific property conditions and/or specific needs of a contract party, the within sample contract forms may not be suitable and/or legally sufficient with regard to any specific transaction. By reviewing the content of these sample contract forms, you will become better educated to the various issues which may arise in the negotiation and consummation of a typical residential real estate transaction. Such education and knowledge will hopefully allow you to derive the most benefit from the real estate attorney and/or other professionals with whom you will consult to assist you in the sale of your home. Contract forms reference the state of Maryland throughout. Again these are for reference only. Many changes in laws have occurred. These are samples only. The author and its associates assume no liability whatsoever regarding this information.

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RESIDENTIAL CONTRACT OF SALE

**THIS IS A LEGALLY BINDING CONTRACT.
IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.**

THIS CONTRACT OF SALE, made this _____ day of _____, 19__ by and between _____, "Seller" whose address is: _____; and _____ "Buyer" whose address is: _____

PROPERTY DESCRIPTION: Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") located in _____, City/County, Maryland, being the Property known as: _____

Owner Deed Reference: Liber _____ Folio: _____ Approximate Acreage: _____ with improvements thereto, with all rights and appurtenances thereto belonging.

PURCHASE PRICE: The purchase price is _____, Dollars (\$ _____)

PAYMENT TERMS: The payment of the purchase price shall be made by Buyer as follows:

- a~ An initial deposit by way of _____ in the amount of _____ Dollars, (\$ _____), at the time of execution of this Contract.
- b. An additional deposit in the amount of _____ Dollars, (\$ _____) to be paid within (____) calendar days from the date of execution of this Contract by all parties, and
- c. The purchase price less any and all deposits shall be paid in full by Buyer in cash, wired funds, bank check or by certified check at settlement.

DEPOSIT: The deposit shall be held in escrow by _____, to be disbursed to Seller upon settlement or, if settlement does not take place, to be disbursed pursuant to a written agreement of Buyer and Seller.

ESTATE: Unless otherwise stated in the next sentence, the Property is being conveyed: _____ in fee simple; _____ subject to an annual ground rent; _____ subject to condo fees.
The property is subject to an annual ground rent now existing/to be created of _____ Dollars, (\$ _____), payable semi-annually, as now or to be recorded among the Land

Records of _____ City/County, Maryland. If property is subject to a ground rent and said ground rent is not timely paid, the owner of the reversionary interest may bring an action of eviction against the leasehold owner pursuant to Section 8.402.2 of the Real Property Article, Annotated Code of Maryland, (as amended.) As a result of this action, the owner of the reversionary interest may be discharged from the lease and obtain title to the Property in fee.

FINANCING: This Contract is contingent upon Buyer obtaining a written VA/FHA/Conventional mortgage loan secured by the subject Property as follows:

Loan Amount: _____

Term of Note: _____

Amortization: _____

Interest Rate: _____

(If applicable, see VA/FHA Financing Addendum attached)

LENDER FEES/CHARGES: Buyer agrees to pay to the Lender loan origination/loan discount fees of % of the Loan Amount and Seller agrees to pay loan origination and discount fees and charges of ____% of the Loan Amount. Any reduction in the loan origination/loan discount fees shall be shared by the Seller and Buyer on a basis equal to their respective proportionate obligation for the original total of said fees. All mortgage insurance premiums required by Lender shall be paid by Buyer. If the existing loan is to be transferred to/assumed by Buyer, Buyer agrees to pay all fees and charges required by Lender.

MORTGAGE APPLICATION AND COMMITMENT: Buyer expressly agrees to make written application for the mortgage as herein described within _____ (____) calendar days from the date of the execution of this Contract by all parties. Buyer further agrees to execute such mortgage at settlement if the commitment, therefore is granted by Lender. If such written mortgage commitment is not obtained by Buyer, or by Seller, at Seller's option, for Buyer, within (____) calendar days from the date of this Contract, this Contract of Sale shall be null and void, and of no further legal effect, and all moneys on deposit and any accrued interest thereon shall be disbursed in accordance with a properly executed disposition of deposit agreement by Buyer and Seller and neither party shall thereafter have any liability to the other. If the Buyer has complied with all of Buyer's obligations under this Contract with respect to applying for financing and seeking to obtain financing, then the disposition of deposit agreement shall provide that all moneys on deposit and any interest accruing to the benefit of Buyer shall be returned to Buyer.

ALTERNATE FINANCING: Buyer may obtain a written commitment for financing in which the interest, terms of payment, amount of loan, or any one of these differs from the financing conditions herein set forth, and, if so, the preceding mortgage conditions of this Contract shall be deemed to have been fully satisfied. This alternate financing may not increase costs to Seller or exceed the time allowed to secure the

mortgage commitment as stated herein. Nothing in this paragraph shall relieve Buyer of the obligation to apply for and diligently pursue the financing described in above paragraph.

BUYER RESPONSIBILITY: If Buyer fails to apply for financing as above described within the specified time period or fails to pursue such financing diligently and in good faith, or makes any misrepresentations in any document relating to said financing, or takes or fails to take any action which causes Buyer's disqualification for financing, then Buyer shall be in default hereof and Seller may elect, by written notice to Buyer, to terminate this Contract and/or pursue remedies for breach/default hereinafter set forth.

TERMITE INSPECTION: Buyer or Seller (depending on who is to pay as specified below) or the person designated by the party paying for such inspection is authorized to obtain a written statement from a licensed pest control company that, based on a careful visual inspection, there is no evidence of termite or other wood-destroying insect infestation in the residence, including garage, but not including fences or other outbuildings (unless within three feet of main dwelling and garage) and, if such infestation previously existed, it has been corrected, and any damage due to such infestation has been corrected. If any infestation is present, or if any evidence of damage caused by such present or prior infestation is discovered, Seller shall be liable for the expense of treating such infestation and of repairing any damage caused by such present or prior infestation. However, if the cost of treatment and repair of such damage exceeds the greater of 1% of the purchase price or \$800, Seller may, at his option, cancel this Contract, unless the Buyer, at Buyer's option, should choose to pay for the cost of treatment and repairs exceeding the greater of 1% of the purchase price or \$800, then this Contract shall remain in full force and effect. If such report reveals damage for which the cost of treatment and repair may exceed the greater of 1% of the purchase price or \$800, Seller's decision regarding treatment and repair of damage shall be communicated in writing to Buyer within five (5) days from the receipt of the report, after which Buyer shall respond to Seller in writing with Buyer's decision within three (3) days from receipt of Seller's notification of Seller's decision. If Contract is canceled under the terms of this provision, then all deposits hereunder and any interest accruing to the benefit of Buyer thereon shall be returned immediately to Buyer. **The insect infestation report shall be obtained by and paid for by_____**

HOME AND/OR ENVIRONMENTAL INSPECTION: If Buyer desires the right to condition Buyer's obligations under this Contract upon the results of a home inspection or environmental inspection, the right to do this must be included in an Addendum to this Contract at the time it is signed. Once signed, the terms of the Contract can only be altered by the subsequent agreement of Buyer and Seller. Buyer declines to request such inspection(s) (unless specified in an Addendum attached hereto).

PROPERTY INSURANCE AND RISK OF LOSS: The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, whichever shall first occur, all or a substantial part of the Property is destroyed or damaged, without fault of Buyer, then this Contract, at the option of Buyer, upon written notice to Seller, shall be null and void and of no further effect, and all deposit moneys and any interest accruing to the benefit of the Buyer thereon paid hereunder shall be returned promptly to Buyer. If Buyer elects not to cancel this Contract and settles upon the Property, the purchase price shall not be reduced and Buyer shall be entitled to all insurance proceeds, except proceeds for Seller's personal property not included in the sale.

LEASES/TENANT RIGHT OF FIRST REFUSAL: Seller may not negotiate new leases or renew existing leases, except on a month to month basis without Buyer's written consent. If the Property is located within Baltimore City and is or has been, within six (6) months of the date of this Contract, a single family residential rental dwelling, the validity of this Contract is contingent upon compliance with the provisions of Sections 46-55 of Article 13 of the Baltimore City Code (1976 Edition, as amended.)

CONDITION OF PROPERTY AND POSSESSION: Seller agrees to give possession and occupancy at time of settlement. Seller will leave the Property vacant, free and clear of trash and debris and broom clean. All electrical, heating, air conditioning (if any), plumbing (including well and septic), and any other mechanical systems and related equipment, appliances and smoke detector(s) included in this Contract shall be in working condition at time of settlement or occupancy, whichever first occurs. Buyer reserves the right to inspect the Property within five (5) calendar days prior to settlement or occupancy, whichever first occurs. Seller will deliver the Property in substantially the same physical condition as of the date of this Contract. Except as otherwise specified, Property is sold "As Is."

TIMELINESS: TIME IS OF THE ESSENCE OF THIS CONTRACT.

ADJUSTMENTS: All general or special taxes, rents, ground rents, public, private or community water and/or sewer charges, including any deferred sewer and water tap fees, homeowners association charges and all other public, private or governmental charges or assessments, excluding liens which must be paid prior to deed recordation, which may exist whether such have been levied or not are to be adjusted and apportioned as of the date of settlement and will be assumed and paid thereafter by the Buyer.

DEED AND TITLE: Upon payment as provided of the unpaid purchase money, a deed for the Property containing covenants of special warranty and further assurances shall be executed at Buyer's expense by the Seller, which shall convey the Property to Buyer. Title to the Property, including all chattels included in the purchase, shall be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and Occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property. Buyer expressly assumes the risk that restrictive covenants, zoning laws or other recorded documents may restrict or prohibit the use of the Property for the purpose(s) intended by Buyer.

In the event Seller is unable to give good and merchantable title or such as can be insured by a Maryland licensed title company, with Buyer paying not more than the standard rate as filed with the Maryland Insurance Commissioner, Seller, at Seller's expense, shall have the option of curing any defect so as to enable Seller to give good and merchantable title or, with Buyer's permission, if Buyer is willing to accept title without said defect being cured, of paying any special premium on behalf of Buyer to obtain title insurance on the Property to the benefit of the Buyer. In the event Seller elects to cure any defects in title, this Contract shall continue to remain in full force and effect and the date of settlement shall be extended for a period not to exceed thirty (30) additional days. In the event Seller is unable to cure such title defects within said thirty (30) day period, and is unable to obtain a policy of title insurance on said Property to the benefit of Buyer by a Maryland licensed title company, Buyer shall have the option of taking such title as Seller can give, or terminating the Contract, and being reimbursed by Seller for costs for searching title as may have been incurred, not to exceed 1/2% of the purchase price and receiving a return of all deposit moneys and any interest accruing to the benefit of Buyer paid hereunder. In the latter event, there shall be no further liability or obligation on either of the parties hereto and this Contract shall become null and void and all deposits hereunder and any interest accruing to the benefit of the Buyer thereon shall be returned immediately to Buyer.

AGENCY: Buyer and Seller hereby represent that a Broker has not been employed, by either party, in connection with this transaction.

IRS FILING/FIRTPA: Buyer and Seller agree to cooperate with the person responsible for settlement in providing all necessary information so that a report can be filed with the IRS as required by Section 6405 of the IRS Code. Seller agrees to execute any required affidavit with respect to Section 1445 of the IRS Code.

SETTLEMENT COSTS: NOTICE TO BUYER~ BUYER, AT BUYER'S EXPENSE, SHALL BE ENTITLED TO SELECT HIS/HER OWN TITLE COMPANY, SETTLEMENT COMPANY, ESCROW COMPANY OR TITLE ATTORNEY, SUBJECT TO CERTAIN LIMITATIONS. Section 14-404 of the Real Property Article of the Annotated Code of Maryland provides that, unless otherwise negotiated in the Contract or provided by local law, the cost of any recordation tax or any state or local transfer tax shall be shared equally between the Buyer and the Seller.

The costs of transfer tax and recordation tax (other than agricultural land transfer tax) shall be divided equally between Buyer and Seller. Buyer agrees to pay all other settlement costs and charges including all Lender's fees in connection herewith, including without limiting the generality thereof, title examination and title insurance fees, 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 for those charges prohibited to be paid by a purchaser obtaining a VA or FHA loan, which prohibited charges shall be paid by Seller.

SELLER RESPONSIBILITY: Seller agrees to keep existing mortgages free of default until settlement. All violation notices or requirements noted or issued by any governmental authority, or actions in any court on account thereof, against or affecting the Property at the date of settlement of this Contract, shall be complied with by Seller, and the Property conveyed free thereof.

BREACH OF CONTRACT AND DEFAULT: Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof.

If Buyer fails to make full settlement or is in default due to Buyer's failure to comply with the terms, covenants and conditions of this Contract, the deposit may be retained by Seller, at the option of Seller, without prejudice to the rights of the Seller to pursue any other legal or equitable rights.

If Seller fails to make full settlement or is in default due to Seller's failure to comply with the terms, covenants and conditions of this Contract, Buyer is entitled to pursue such rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages.

If either party defaults, the party committing the default, whether Buyer or Seller, shall reimburse the non-defaulting party for reasonable attorney's fees incurred as a result of the default.

CAPTIONS: The marginal captions of this Contract are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties hereunder.

INCLUSIONS/EXCLUSIONS: Included in the purchase price are all permanently attached fixtures, including all smoke detectors, in or on the above described Property, as well as certain other now existing items, which may be considered personal property, included or excluded as follows:

Inclusions:

Exclusions: _____

SETTLEMENT: Settlement shall be on _____ or sooner by mutual agreement between the parties hereto. Unless Buyer attaches an Addendum which designates a different title company, the settlement closing will be conducted by American Home Title Group, Inc., 3454 Ellicott Center Drive, Suite 101, Ellicott City, Maryland 21043, (410) 750-8500.

INTENDED USE: Property is intended to be used by Buyer as a residence.

ENTIRE AGREEMENT: This Contract and any Addenda thereto contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Contract mutually agree that it is binding upon themselves, their respective heirs, executors, administrators, personal representatives, successors and assigns. The parties agree that this Contract shall be deemed validly executed and delivered by a party if that party executes this Contract and delivers a copy of the executed Contract to the other party by "FAX" or telecopier.

ADDITIONAL CLAUSES/SPECIAL CONDITIONS:

ADDENDA: The following addenda are attached to this Contract and made a part hereof:

Residential Contract of Sale

General Information Addendum

Home Inspection Addendum

Radon Addendum

First-Time Maryland Home Buyer Addendum

Notice to Purchaser - Disclosure Law

Disclosure and Disclaimer Statements

FHA Financing Addendum

VA Financing Addendum

Owner Financing Addendum

HOA Addendum

HOA Transmittal Addendum

Condo Resale Addendum

Sale of Other Real Estate Addendum

Private Well Addendum

Private Sewage Addendum

Pre-Settlement Occupancy

Post-Settlement Occupancy

Baltimore County Notices and Disclosures

Baltimore County Well Water Addendum

Carroll County Notices and Disclosures

Carroll County Right to Farm

Howard County Maps Addendum

Columbia Covenant Compliance

Baltimore City - Tenant's Rights Addenda

Survey Approval Form

Lead Paint Addendum

Lead Paint Notice

EPA - "PROTECT YOUR FAMILY"

Other: Other: Other:

WITNESS the hands and seals of the parties hereto, this _____ day of _____, **19** _____

WITNESS:

_____	_____ (SEAL) Buyer
_____	_____ (SEAL) Buyer
_____	_____ (SEAL) Seller
_____	_____ (SEAL) Seller

GENERAL INFORMATION ADDENDUM

1. LEGAL REQUIREMENTS: A Contract for the sale of real property is required to be In writing to be enforceable under the laws of the State of Maryland. Once signed by the parties, the Contract becomes a legally binding agreement. The original terms of the Contract can only be altered thereafter with the agreement of the parties expressed in writing. All parties have the right to be represented by an attorney and are encouraged to seek competent advice If they do not understand any term(s) of the Contract. The broker/agent is required to promptly submit all written Contract offers to the Seller.

2. INTENDED USE: The use of a particular property may be limited or restricted as a result of zoning laws, local ordinances and/or restrictive covenants applicable to the property. The Contract of Sale form provided by the broker/agent is designed and intended for use only in the purchase and sale of single family residences or unimproved residential property. If Buyer intends to use a property for any other purpose, the standard Contract of Sale form may not adequately serve to protect Buyer's interests without the addition of an appropriate clause or addendum conditioning the Contract offer upon a determination that Buyer's intended use of the Property will be permitted.

3. SETTLEMENT: All persons to be in title and/or responsible where a mortgage is to be created should be present at the time of settlement and may be required to provide proper identification. Prior to settlement a lender normally requires that Buyer obtain and provide a fully paid homeowner's insurance policy, a termite inspection report, and various certifications which may be applicable to Improved properties. Buyer should be prepared at the time of settlement to pay the settlement costs and the balance due under the Contract. Buyer must provide cash, wired funds, bank check or certified check for amounts to be paid at settlement. In some cases, Seller may be required to provide funds in excess of the sales proceeds in order for settlement to occur, in which event. Seller also should be prepared to make payment in an approved form. Any party uncertain of the amount required at settlement should make inquiry of the title company or settlement attorney prior to settlement. Buyer should establish gas, electric and water service in Buyers name commencing the day of settlement.

4. GROUND RENT: If a Property is subject to an existing ground rent as provided in a lease recorded among the Land Records, or if a ground rent is to be created, Seller will make those disclosures required by law by an appropriate additional clause or addendum to the Contract.

5. RENTAL: If any portion of the Property is to be rented to tenants by Buyer, the local government may require that the Property be registered prior to any rental and a yearly registration fee may be assessed by the local government. You may call the appropriate government office for further information. If the Property is now or has been rented to tenants, local laws may give the tenants certain rights to purchase the Property. These rights are set forth in the Contract, Effective October 1, 1994, certain disclosures are required regarding the presence of lead based paint in certain rental properties.

6. EQUAL HOUSING OPPORTUNITY: A REALTOR is required by federal, state and local law, and the Code of Ethics of the National Association of REALTORS to treat all parties in a non-discriminatory manner without regard to race, color, creed, age, religion, national origin, sex, marital status, familial status, physical or mental disability, occupation, sexual orientation or preference, or other protected classifications under Fair Housing Laws.

7. HOME OWNER ASSOCIATION/CONDOMINIUMS: If a Property is part of a development subject to the imposition of mandatory fees as defined by the Maryland Home Owners Association Act, and/or a condominium unit, Seller will make the required disclosures by an appropriate addendum to the Contract.

8. PRIVATE AGREEMENTS: Some communities may be subject to agreements, covenants or restrictions relating to the cost of certain maintenance items, restricting the use of properties or dealing with other matters. For example, properties sharing a driveway are often subject to such agreements. These private agreements do not fall within the required disclosures of HOA or Condominium laws and may or may not be recorded. Buyer should make inquiries of Seller prior to or at the time of Contract.

9. WETLANDS AND/OR WATERWAYS: Buyer is advised that, if all or a portion of the Property has wetlands and/or waterways, the approval of the U.S. Army Corps of Engineers (the 'Corps'), the Maryland Department of Natural Resources and other federal, state or local agencies may be necessary before a building permit for either new construction, expansion or improvement of the Property can be issued. Additionally, the future use of existing improved properties may be restricted due to the presence of waterways and wetlands. Information can be obtained from the District Office of the Corps at (410) 962-3670 and Maryland Department of Natural Resources at (410) 974-3841.

10. REFORESTATION: (Note: Applicable to property containing 40,000 or more square feet of land.) Buyer is hereby advised that if Buyer intends to apply for subdivision or site plan approval or a grading or sediment control permit upon the Property, applicable City or County laws may require, as a condition of such approval, that Buyer submit plans acceptable to the City/County for establishing new tree plans, planting trees to replace forest which has been recently removed, and conserving the cutting and clearing of trees in accordance with applicable laws and regulations.

11. CHESAPEAKE BAY CRITICAL AREA: If all or a portion of a Property is located within 1,000 feet of tidal waters of the Chesapeake Bay, there may be restrictions on the use and/or development of the Property. Additional information regarding the Chesapeake Bay Critical Areas is available from the Critical Areas Program established by the local government of each county in Maryland and Baltimore City.

12. BWI AIRPORT NOTICE: Some properties may be located in the Baltimore/Washington International Airport Noise Zone. A Buyer desiring to obtain a copy of Noise Zone Maps may do so by calling the BWI Noise and Abatement Office at (410) 859-7021. Information regarding the location of other Airports and their operations may be obtained by calling the local zoning office for the area in which the Property is located.

13. INSURANCE: Buyer acknowledges that, as a condition of making a mortgage loan, lenders may require proof of hazard insurance coverage and may also require flood insurance coverage.

14. PROPERTY CONDITION (HOME INSPECTION): If the appropriate contingency is included in the Contract, home inspection firms may be employed to inspect the condition of the Property, including central heating and cooling systems and components, plumbing and electrical systems and components, the roofing, exterior and interior walls, ceilings and floors, foundation and/or basement (including chronic water penetration). If the Property is part of a condominium, Buyers rights include access to the common areas to perform the inspection.

15. PRIVATE WATER AND SEWER SYSTEMS: Many properties are serviced by wells and/or private water and/or sewage systems. Local laws or lenders may require various tests and/or inspections. If the Property is serviced by any such system, this should be addressed by a separate addendum to the Contract.

16. ENVIRONMENTAL CONSIDERATIONS: HAZARDOUS MATERIALS: There are many hazardous materials that could affect a Property. The Brokers and their agent will generally have no knowledge of these hazardous materials and do not have the technical expertise to ascertain or advise you of the presence or significance of these hazardous materials. Buyer has the right to request, as a condition of an offer and, subject to acceptance by the Seller, the employment of a specialist of Buyer's choice to provide an analysis of hazardous materials that may be present. Hazardous materials inside the home can include,

but are not limited to, cleaning chemicals, asbestos, radon, lead paint, petroleum products, lawn and garden chemicals and indoor air pollutants that can accumulate. Hazardous materials outside the home can include, but are not limited to, those found in contaminated land, water, landfills and other disposal sites, industrial air and water emissions, radiation from high tension wires, and those which may be present in underground storage tanks. Additional information pertaining to these materials is available from the Maryland Department of the Environment (MDE) at (410) 631-3000.

17. FIRE RETARDANT PLYWOOD: The use of fire-retardant treated (FRT) plywood as roof sheathing may result in the loss of wood strength through thermal degradation. The extent of such degradation depends upon the particular fire-retardant treatment used as well as the temperature levels and the degree of moisture present in the roof and attic systems. Additional information regarding FRT plywood is available from the National Association of Homebuilders at (800) 368-5242. For information as to whether a Property was constructed with FRT plywood, Buyer may contact the local Department of Building Inspections and Permits and/or request that a home inspector determine the condition of FRT plywood if present.

18. RADON: The MDE and the U.S. Environmental Protection Agency (EPA) have found levels of naturally occurring radon in some areas of Maryland that exceed the levels considered acceptable by the EPA. Studies have shown that extended exposure to high levels of radon can adversely affect your health. Radon testing firms in the area have special equipment to detect elevated levels of radon on a Property. They can also recommend actions to be taken to decrease concentrations of radon to an acceptable level. Buyer is advised to contact the Center for Radiological Health at the MDE at (410) 631-3000 for further information on radon.

19. LEAD PAINT: The MDE has found that many homes built before 1978 contain lead paint, the ingestion of which can be particularly dangerous. The potential dangers of lead paint may be greatly exacerbated by repairs and renovations performed without the assistance of a qualified lead paint removal specialist. Buyer is advised to contact the Lead Paint Poisoning Prevention Division of the MDE at (410) 631-3000 for further information on lead paint. Specialists are available to determine if lead paint has been used in a Property. In some cases, a lead paint inspection may be mandatory.

20. ASBESTOS: Asbestos has been used in residential property for insulation, fireproofing, acoustical, decorative and other purposes. Common uses of asbestos include insulation around boilers and pipes, surfacing material, ceiling and floor tiles, roofing material, wallboard, and cement pipe. Improper handling or removal of asbestos during renovations or repairs may damage the asbestos and cause asbestos particles to become airborne, potentially causing health risks. Buyer is advised to contact the MDE at (410) 631-3000 for more information on asbestos.

21. AVAILABILITY OF LIMITED WARRANTY: A Limited Warranty may be available for purchase through a Broker. Such a Limited warranty may provide, subject to the terms and conditions of the Limited Warranty, compensation in the event certain named components and/or appliances become inoperable or fail during a specified period of time (usually one year from settlement)

22. NEWLY CONSTRUCTED RESIDENCE: a) New Home Warranty Plan: If a Property is a newly constructed dwelling, Maryland law requires that Seller/Builder provide Buyer with a written statement concerning the presence or absence of a New Home Warranty (addendum will be attached); b) Insulation: Seller/Builder must inform Buyer of the location, type and thickness (R Factor) of insulation used in the walls and roof of the newly constructed residence; c) Water/Sewer Service: A Property may be subject to a fee or assessment which proposes to cover or defray the cost of installing or maintaining all or part of the public water or waste water facilities serving a subdivision. This fee or assessment may be payable annually. Seller will provide Buyer with a detailed written disclosure of the amount of the fee, the duration of the fee, and any right to prepay or discount the fee.

23. CERTIFICATIONS: Depending upon the type of mortgage applied for by Buyer, lenders may require certain certifications that relate to a Property or require inspections/appraisals that certify that a Property is free of specific hazards or conditions.

24. TAX BILL: A Purchaser's first tax bill after acquiring a property may be higher than the Seller's last bill as a result of the inapplicability of the homestead property tax credit after the transfer and/or the phase-in of the most reassessment value.

**IF YOU HAVE ANY QUESTIONS REGARDING ANY PORTION OF THIS NOTICE,
ADDITIONAL INFORMATION IS AVAILABLE AND CAN BE PROVIDED ON REQUEST.**

_____	_____	_____ (SEAL)
Witness	Date	Buyer
_____	_____	_____ (SEAL)
Witness	Date	Buyer
_____	_____	_____ (SEAL)
Witness	Date	Seller
_____	_____	_____ (SEAL)
Witness	Date	Seller

HOME INSPECTION ADDENDUM

ADDENDUM NUMBER _____ to CONTRACT OF SALE dated _____

BUYER(S): _____

SELLER(S): _____

PROPERTY: _____

Buyer elects to obtain an inspection or inspection(s) of the Property by a home inspection firm or firms of Buyer's choice, at Buyer's expense.

Said inspection(s) may be made within fifteen (15) days from the date of this Contract. It is a further condition of this contingency that Seller shall have the right to be present during said inspection(s) and will be given notice to allow same.

The inspection(s) may pertain to any matter related to the property including but not limited to structural, mechanical, maintenance, zoning, health, environmental and intended use matters.

It is expressly agreed between the parties hereto that the rights given to Buyer by Seller to inspect said Property entail only a visual inspection. Neither Buyer or his agent shall in any way damage, excavate or otherwise penetrate any part of said property as to cause harm thereto. The Buyer hereby assumes liability, without exception, for any harm or damage to the Property as a result of aforementioned inspection.

Within the allotted 15 days, should the report of any of the aforementioned conditions or matters be unsatisfactory to Buyer, Buyer may accept the inspection(s) as issued from the home inspection firm(s) or Buyer may withdraw from this Contract with the exception that if Seller, at Seller's option and expense, should choose to have the condition(s) corrected, as outlined by Buyer, then this Contract shall remain in full force and effect. Within five (5) days of receipt of written notification from the Buyer delivered to Seller, of Buyer's decision to withdraw from this Contract unless Seller agrees to make the correction(s), as outlined by Buyer. Seller must notify Buyer in writing of Seller's decision to make the correction(s) or declare this Contract null and void. If Seller so states in writing his decision to make the corrections, said corrections must be completed by settlement. In the event this Contract is voided because Seller chooses not to make the corrections(s) or fails to notify Buyer in writing within the five (5) days allotted of Seller's intention to make the correction(s), then all moneys on deposit shall be returned to Buyer and this Contract shall be null and void.

Failure by Buyer, within the 15 days allotted, to give written notification to Seller of the results of the aforementioned inspection(s) and Buyer's decision to declare this Contract null and void unless Seller should choose to have the Property corrected, shall constitute a waiver of said inspection rights and the Contract shall otherwise remain in force as written.

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

Therefore, for valuable consideration, receipt of which is hereby acknowledged, all parties mentioned above join in the execution of this addendum.

Witness

Date

Seller

Witness

Date

Seller

Witness

Date

Buyer

Witness

Date

Buyer

RADON ADDENDUM

ADDENDUM NUMBER _____ to CONTRACT OF SALE dated _____

BUYER(S): _____

SELLER(S): _____

PROPERTY: _____

NOTICE: The Maryland Department of the Environment and the U.S. Environmental Protection Agency (EPA) have found levels of naturally occurring radon gas in some areas of Maryland which exceed the EPA suggested guidelines. Studies have shown that extended exposure to high levels of radon gas can adversely affect your health. There are radon gas testing firms in the area that have equipment to detect elevated levels of naturally occurring radon gas on the property. There are also firms in this area which can recommend actions to be taken to decrease concentrations of radon gas within a property to a level within EPA suggested guidelines. The prospective Buyer is advised to contact the Director of Radiation Control at the Maryland Department of the Environment and/or the U. S. Environmental Protection Agency for further information.

This Contract shall be contingent for a period of _____ days from the date of final ratification to allow Buyer to obtain at his expense, a radon inspection of the habitable dwelling by a qualified radon testing firm. The inspection shall determine the level of radon gas concentration within the dwelling. Seller will make the property accessible for and will cooperate with conditions for such testing. Within forty-eight (48) hours of receipt of the test results, but no later than _____ days from date of ratification of this Contract, Buyer shall deliver a copy of the test results to Seller. If the radon reading is within the EPA suggested guidelines (4.0 picocuries per liter) as to limits of radon gas concentration for a habitable dwelling, as shown by the testing, this contingency shall be deemed satisfied.

If the reading indicates a level of radon gas concentration which exceeds the EPA suggested guidelines (4.0 picocuries per liter), Seller shall take remedial action at his expense prior to settlement to correct the unsatisfactory level of radon gas and shall deliver to Buyer prior to settlement written certification from the testing firm or licensed contractor performing the remedial work that the same has been completed, provided that in no event shall Seller be responsible for such remedial action to the extent that the cost thereof exceeds- \$_____. If the estimated cost exceeds this amount, then Purchaser shall have forty-eight (48) hours from receipt of such estimate to either agree to pay the cost in excess of \$ _____ thereby removing this contingency or declare this Contract null and void. If Buyer declares the Contract null and void, his earnest money deposit shall be refunded. Purchaser's failure to respond within said time limit shall be deemed to be agreement to pay the excess costs. After the remedial work has been completed, Purchaser may have the dwelling re-inspected at his expense by the original testing firm to verify that the radon reading is within the EPA suggested guidelines (4.0 picocuries per liter) and shall deliver the results of such re-inspection to Seller within days after completion of the remedial work.

TIME IS OF THE ESSENCE WITH REGARD TO THIS ADDENDUM.

This Addendum is made this _____ day of _____, 19_____

BUYER

SELLER

BUYER

SELLER

**FIRST-TIME MARYLAND HOME BUYER
TRANSFER AND RECORDATION TAX ADDENDUM**

ADDENDUM dated _____ to Contract of Sale dated _____, between
Buyer _____ and
Seller _____ for
Property located at _____

STATE TRANSFER TAX AND RECORDATION TAX

1. IF THE BUYER IS A FIRST-TIME MARYLAND HOME BUYER~ WHO WILL RESIDE IN THE PROPERTY, SECTION 14-104 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND PROVIDES;

- (a.) _____ BUYER'S PORTION OF THE STATE TRANSFER TAX IS WAIVED;
- (b.) _____ THE STATE TRANSFER TAX WILL BE REDUCED TO 0.25% OF THE SALES PRICE OF THE PROPERTY;
- (c.) _____ THAT THE ENTIRE AMOUNT OF THE STATE TRANSFER TAX SHALL BE PAID BY THE SELLER; AND
- (d.) _____ THAT THE ENTIRE AMOUNT OF RECORDATION TAX AND LOCAL TRANSFER TAX SHALL BE PAID BY THE SELLER UNLESS THERE IS AN EXPRESS AGREEMENT BETWEEN BUYER AND SELLER THAT THE RECORDATION TAX AND LOCAL TRANSFER TAX WILL NOT BE PAID ENTIRELY BY THE SELLER

"FIRST TIME MARYLAND HOMEBUYER" MEANS AN INDIVIDUAL WHO HAS NEVER OWNED IN THE STATE OF MARYLAND RESIDENTIAL REAL PROPERTY. TO QUALIFY AS A FIRST TIME MARYLAND HOME BUYER, EACH BUYER MUST SIGN A STATEMENT UNDER OATH STATING THAT:

- (a) BUYER HAS NEVER OWNED RESIDENTIAL REAL PROPERTY IN MARYLAND THAT HAS BEEN THE INDIVIDUAL'S PRINCIPAL RESIDENCE; AND
- (b) THE RESIDENCE WILL BE OCCUPIED AS A PRINCIPAL RESIDENCE; OR
- (c) THE BUYER IS A CO-MAKER OR GUARANTOR OF A MORTGAGE OR DEED OF TRUST TO BE SECURED BY THE PROPERTY AND THE CO-MAKER OR GUARANTOR WILL NOT OCCUPY THE PROPERTY AS A PRINCIPAL RESIDENCE.

CHECK IF FIRST-TIME MARYLAND HOME BUYER.

LOCAL TRANSFER TAX AND RECORDATION TAX

BUYER AND SELLER AGREE THAT THE COST OF LOCAL TRANSFER TAXES AND RECORDATION TAXES SHALL BE PAID AS

- _____ FOLLOWS: *(CHECK ONE)*
_____ BUYER TO PAY
_____ SELLER TO PAY
_____ BUYER AND SELLER TO PAY EQUALLY
_____ OTHER AS FOLLOWS: _____

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

Buyer's Signature _____ Date _____

Buyer's Signature _____ Date _____

Seller's Signature _____ Date _____

Seller's Signature _____ Date _____

CONTRACT OF SALE ADDENDUM

NOTICE TO PURCHASER OF PURCHASER'S RIGHTS UNDER MARYLAND'S PROPERTY DISCLOSURE LAW

NOTE: THIS NOTICE DOES NOT APPLY TO: (1) THE INITIAL SALE OF SINGLE FAMILY RESIDENTIAL REAL PROPERTY; (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(12) OF THE TAX-PROPERTY ARTICLE; (3) A SALE BY A LENDER ACQUIRING 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 TRUSTEES; (5) A TRANSFER BY A FIDUCIARY IN THE COURSE OF THE ADMINISTRATION OF A DECEDENT'S ESTATE, GUARDIANSHIP, CONSERVATORSHIP, OR TRUST; OR (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.

SECTION 10-702 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND ("SECTION 10-702") REQUIRES THAT SELLER OF SINGLE FAMILY RESIDENTIAL PROPERTY PROVIDE YOU, THE PURCHASER, ON OR BEFORE ENTERING INTO A CONTRACT OF SALE, EITHER:

- (A) A WRITTEN PROPERTY CONDITION DISCLOSURES STATEMENT LISTING ALL 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, AND
 - (viii) ANY OTHER MATERIAL DEFECTS KNOWN TO THE SELLER; OR
- (B) A WRITTEN DISCLAIMERS STATEMENT PROVIDING THAT:
- (i) 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 PURCHASER WILL BE RECEIVING THE REAL PROPERTY "AS IS", WITH ALL DEFECTS THAT MAY EXIST, EXCEPT AS OTHERWISE PROVIDED IN THE CONTRACT OF SALE.

AT THE TIME THE DISCLOSURE OR DISCLAIMER STATEMENT IS DELIVERED TO YOU, YOU ARE REQUIRED TO DATE AND SIGN A WRITTEN ACKNOWLEDGMENT OF RECEIPT, WHICH SHALL BE INCLUDED IN OR ATTACHED TO THE CONTRACT OF SALE.

YOU ARE HEREBY NOTIFIED THAT, IN CERTAIN CIRCUMSTANCES, YOU HAVE THE RIGHT TO RESCIND YOUR CONTRACT OF SALE WITH THE SELLER IF THE SELLER FAILS TO DELIVER TO YOU THE WRITTEN PROPERTY CONDITION DISCLOSURE STATEMENT. SECTION 10-702 PROVIDES THAT A PURCHASER WHO DOES NOT RECEIVE THE DISCLOSURE STATEMENT ON OR BEFORE ENTERING INTO THE CONTRACT OF SALE HAS THE UNCONDITIONAL RIGHT, UPON WRITTEN NOTICE TO THE SELLER OR SELLER'S AGENT:

- (i) TO RESCIND THE CONTRACT OF SALE AT ANY TIME BEFORE THE RECEIPT OF THE DISCLOSURE STATEMENT OR WITHIN B DAYS FOLLOWING RECEIPT OF THE DISCLOSURE STATEMENT; AND
- (ii) TO THE IMMEDIATE RETURN OF ANY DEPOSITS MADE ON ACCOUNT OF THE CONTRACT.

IF THE DISCLOSURE STATEMENT IS DELIVERED TO YOU LATER THAN 3 DAYS AFTER THE SELLER ENTERS INTO A CONTRACT OF SALE WITH YOU, THE CONTRACT IS VOID. YOUR RIGHT TO RESCIND THE CONTRACT OF SALE 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 APPECAATION.

YOUR RIGHTS AS A PURCHASER UNDER SECTION 10-702 MAY NOT BE WAIVED IN THE CONTRACT OF SALE AND ANY ATTEMPTED WAIVER IS VOID. YOUR RIGHTS AS THE PURCHASER 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 SALESPERSON. THE SELLER IS NOT REQUIRED TO UNDERTAKE OR PROVIDE AN INDEPENDENT INVESTIGATION OR INSPECTION OF THE PROPERTY IN ORDER TO MAKE THE DISCLOSURE 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.

YOU HAVE THE RIGHT TO OBTAIN PROFESSIONAL ADVICE ABOUT THE PROPERTY OR OBTAIN AN INSPECTION OF THE PROPERTY.

THE UNDERSIGNED PURCHASER(S) ACKNOWLEDGES RECEIPT OF THIS NOTICE ON THE DATE INDICATED BELOW AND ACKNOWLEDGES THAT THE REAL ESTATE LICENSEE NAMED BELOW HAS INFORMED THE PURCHASER OR THE PURCHASER'S RIGHTS AND OBLIGATIONS UNDER SECTION 10-702.

WITNESS:

PURCHASER _____ DATE _____

PURCHASER _____ DATE _____

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: _____

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 (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 exemptions listed below).

10-702 EXEMPTIONS - The following are specifically excluded from the provisions of Sections 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 §13-207 (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; or
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.
7. A sale of unimproved real property.

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO OWNERS: Complete and sign this statement only if you elect to disclose 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 Supply
- Sewage Disposal
- Garbage Disposal

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

- Public
- Well
- Other _____
- Public
- Septic System approved for ____ (# of bedrooms)
- 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 _____
 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: _____

9. Septic Systems: Is the septic system functioning properly? Yes No Unknown Does Not Apply
 When was the system last pumped? Date: _____
 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?
In ceiling/attic?
In other areas?

Yes No Unknown
 Yes No Unknown
 Yes No Where

COMMENTS: _____

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

Yes No Unknown

COMMENTS: _____

Are gutters and downspout 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?
Any warranties?

Yes No Unknown
 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

COMMENTS: _____

15. Are there any zoning violations, non-conforming 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: _____

16. 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: _____

17. 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: _____

18. Are there any other material 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 Section 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 Section 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 representation and warranties as to its condition, except as otherwise provided in the contract of sale; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

The undersigned owner(s) of the real property described above 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 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 Section 10-702 of the Maryland Real Property Article.

Owner _____ Date _____

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 Section 10-702 of the Maryland Real Property Article.

Purchaser _____ Date _____

Purchaser _____ Date _____

FHA FINANCING ADDENDUM

Addendum Number _____ To CONTRACT OF SALE (the 'Contract') dated _____

BUYER: _____

SELLER: _____

PROPERTY:

The Contract is contingent upon Buyer obtaining a mortgage insured by the Federal Housing Administration (FHA) and secured by the Property as follows:

LOAN DETAILS:	Check all applicable terms:
Loan Amount \$ _____	() Fixed Rate Loan
<input type="checkbox"/> Includes MIP <input type="checkbox"/> Excludes MIP (no initial MIP required for condo)	() Graduate Payment Loan
Term of Loan _____ Years	() Adjustable Rate Loan – qualify at initial rate
Maximum or Initial *	() Buydown – qualify at initial rate
Interest Rate _____% (*if Adjustable Rate loan)	() Other _____

Buyer agrees to pay to Lender loan origination/loan discount fees of _____% of the Loan Amount and Seller agrees to pay loan origination/loan discount fees of _____% of the Loan Amount. Buyer shall receive the benefit of any reduction in laid fill. All loan insurance premiums as required by Lender shall be paid by Buyer.

Under the 'Settlement Costs' Paragraph of the Contract. a Buyer obtaining FHA financing is prohibited from plying certain charges and the Seller hereby agrees to pay such charges not to exceed \$ _____

BY ACCEPTING A LOAN AGREEMENT WHEREBY THE INTEREST RATE AND LOAN DISCOUNT FEES ARE NOT BEING LOCKED IN, BUYER IS AGREEING TO ACCEPT THE CURRENT MARKET RATE AT THE TIME OF LOCK*IN AND THE RESPONSIBILITY FOR ANY ADDITIONAL POINTS CHARGED. THE BUYER SHALL REMAIN BOUND TO PERFORM UNDER THE CONTRACT, NOTWITHSTANDING ANY SUCH CHANGES IN THE RATE AND/OR FEES.

2, MONTHLY PAYMENTS: Payments to Lender shall include monthly principal and interest, plus one-twelfth of the annual real estate taxes, ground rent. special assessments or charges, if any, hazard (fire) insurance premium, flood insurance premium, where required, and FHA MIP payment.

3. LOAN REPROCESSING: Buyer and Seller understand that FHA regulations require Lender to reprocess Buyer's loan application if, from the time Buyer's loan application was approved to the time of settlement, there is an increase in the loan discount feel to be paid by Buyer or an increase of more that one percent (1%) in the loan interest rate. To the extent such charges do not conflict with the conditions of the Contract, Buyer agrees to sign a new loan application if reprocessing is required.

4. LEGAL DESCRIPTION OF PROPERTY: The property is further described as Lot _____, Block _____, Subdivision _____, or Condominium unit number _____, Condominium Project _____, Parking Space No. _____

5. FHA AMENDATORY CLAUSE: It is expressly agreed that notwithstanding any other provisions of the Contract. Buyer shall not be obligated to complete the purchase of the Property described herein or incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the property of not less than \$_____. Buyer shall have the privilege and option of proceeding with consummation of the Contract without regard to the amount of the appraised valuation. The appraised valuation. is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. Buyer should satisfy himself/herself that the price and the condition of the Property are acceptable. NOTICE: The dollar amount to be inserted in the amendatory clause is the purchase price as stated in the Contract. If the Buyer and Seller agree to adjust the purchase price in response to an appraised value that is less than the purchase price, a new amendatory Clause is not required. However. the loan application package must include the original Contract with the same price as shown in the amendatory clause, along with the revised or amended Contract.

6. MORTGAGE INSURANCE: Buyer agrees to pay mortgage insurance premiums (MIP) as required by FHA regulations. If the Property is not a condominium, MIP must be paid at the time of settlement in cash or included in the loan amount: AND IN ADDITION. a mortgage insurance premium equal to a percentage of the loan amount must be paid monthly thereafter. If the Property is a condominium, only a mortgage insurance premium equal to a percentage of the loan amount must be paid monthly after settlement.

NOTE: If the initial premium at settlement is to be financed, the amount should be included in the loan amount.

7. TERMITE INSPECTION: The paragraph entitled 'Termite Inspection' in the Contract is hereby amended to provide that the required inspection of the residence by a licensed pest control company must also include an inspection of all accessory structures on the Property, and, if infestation previously existed in the residence or in such accessory structures, it has been corrected and any damage due to such infestation has been corrected. Except as expressly provided to the contrary herein, the Paragraph entitled "Termite Inspection' shall remain in full force and effect, unmodified by this Addendum.

B. REQUIRED REPAIRS: In the event the FHA and/or Lender require any repairs or improvements ('Required Repairs') be made to the Property Seller agrees to perform the Required Repairs and pay the cost thereof at or prior to settlement, provided the total cost of the Required Repairs does not exceed ___% of the purchase price, {'Repair Amount'}). This cost shall be in addition to Seller's other obligations under the terms of the Contract. Should the cost of Required Repairs exceed the Repair Amount:

A Seller may elect to pay the total cost of the 'Required Repairs,' in which event the Contract shall remain in full force and effect.

B. Seller may terminate the Contract by written notice to Buyer which must include a written estimate of the cost of the Required Repairs. Said written notice shall be provided to Buyer within five (5) days of Seller's receipt of written estimate.

C. The Contract shall remain in full force and effect if, within five (5) days of Buyer's receipt of Seller's notice of termination, Buyer elects, in writing, to pay the cost of the Required Repairs which exceeds the Repair Amount.

D. If neither Buyer nor Seller elects to pay the excess cost of any Required Repairs, the Contract shall become null and void and all moneys on deposit shall be returned to Buyer pursuant to the 'Deposit' Paragraph of the Contract.

9 CERTIFICATION: Seller, Buyer and Broker(s) hereby certify that the terms of the Contract to which this Addendum is attached are true to the best of their knowledge and belief. Any other agreement entered into between any of the parties with regard to the purchase and sale of the Property has been fully disclosed and is attached to the Contract.

NOTE: FHA LEAD PAINT NOTICE MUST BE GIVEN AND SIGNED BEFORE BUYER SIGNS THIS CONTRACT.

Buyer: _____

Date: _____

Buyer: _____

Date: _____

Seller: _____

Date: _____

Seller: _____

Date: _____

VA FINANCING ADDENDUM

ADDENDUM NUMBER ____ To CONTRACT OF SALE (the "Contract") dated _____

Buyer: _____

Seller: _____

Property: _____

The Contract is contingent upon the Buyer obtaining a mortgage loan guaranteed by the Veterans Administration (VA) and secured by the Property as follows:

1. LOAN DETAILS:

Loan Amount \$ _____
 Includes Funding Fee Excludes
Funding Fee
Term of Loan _____ Years
Maximum or Initial *
Interest rate _____ %
(if adjustable rate loan)

Check all applicable terms:

() Fixed Rate Loan
() Graduated Payment Loan
() Adjustable Rate Loan – must qualify at maximum
2nd year rate.
() Buydown – qualify at note rate
() Other _____

Buyer agrees to pay to Lender loan origination/loan discount fees of _____% of the Loan Amount and Seller agrees to pay loan origination/loan discount fees of _____% of the Loan Amount. Buyer shall receive the benefit of any reduction in said fees.

Under the "Settlement Costs" Paragraph of the Contract, Seller has agreed to pay certain charges which are prohibited to be paid by a veteran obtaining VA financing. Seller's obligation to pay such charges shall not exceed \$ _____

BY ACCEPTING A LOAN AGREEMENT WHEREBY THE INTEREST RATE AND LOAN DISCOUNT FEES ARE NOT BEING LOCKED IN, BUYER IS AGREEING TO ACCEPT THE CURRENT MARKET RATE AT THE TIME OF LOCK-IN AND THE RESPONSIBILITY FOR ANY ADDITIONAL POINTS CHARGED, AND BUYER SHALL REMAIN BOUND BY THE TERMS OF THE CONTRACT NOTWITHSTANDING ANY SUCH CHANGES IN THE RATE AND/OR FEES.

2. MONTHLY PAYMENTS: Payments to the Lender shall include monthly Principal and interest, plus one twelfth of the annual real property taxes, ground rent, special assessments or charges, if any, hazard (fire) insurance premium, and flood insurance premium where required.

3. LOAN REPROCESSING: Buyer and Seller understand that VA regulations require Lender to reprocess Buyer's loan application if, from the time Buyer's loan application was approved to the time of settlement, there is an increase in the loan discount fees to be paid by Buyer or an increase of more than one percent (1%) in the loan interest rate. To the extent such changes do not conflict with the conditions of the Contract, Buyer agrees to sign a new loan application if reprocessing is required

4. LEGAL DESCRIPTION OF PROPERTY: The Property is further described as Lot _____, Block _____ Subdivision _____ or Condominium unit number _____, Condominium Project _____ Parking Space No _____.

5. REASONABLE VALUE CLAUSE: It is expressly agreed that, notwithstanding any other provisions of the Contract, Buyer shall not incur any penalty by forfeiture of moneys on deposit or otherwise be obligated to complete the purchase of the Property described herein if the Contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs, unless Buyer has been given, in accordance with VA requirements, a written statement issued by the Veterans Administration or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than the purchase price. The appraised valuation is arrived at to determine the maximum mortgage the VA will guarantee. VA does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and the condition of the Property are acceptable. Buyer shall; however, have the privilege and option of proceeding with the consummation of the Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs. [Authority: 38 U.S.C. 210(c). 1803(c)(1)]

NOTICE TO VETERAN: If Buyer and Seller agree to adjust the purchase price in response to an appraised value that is less than the purchase price, a new Reasonable Value Clause is not required. However, the loan application package must include the original contract with the same original purchase price, together with the revised or amended Contract.

6. VA FUNDING FEE: The "Omnibus Reconciliation Act of 1982" requires the VA to collect a funding fee at the time of settlement. Certain veterans are exempt from paying this fee:

A Veterans receiving VA compensation for service connected disabilities.

B Veterans receiving retirement pay, but who are eligible for VA compensation.

C Surviving spouses of veterans who died in service or of some service connected disability. It is permissible under VA regulations for veterans to either pay this fee in cash or to increase the loan amount to pay this fee. The Veteran who elects to increase the loan amount to pay this fee will be paying a higher amount of interest during the term of the loan.

METHOD OF PAYMENT (check one)

Buyer's loan amount to include funding fee

To be paid in cash by Buyer

Buyer is exempt

To be paid in cash by Seller, not to exceed _____% of loan amount

7. REQUIRED REPAIRS: In the event the VA and/or Lender requires, any repairs or other improvements ("Required Repairs") be made to the Property, Seller agrees to perform the Required Repairs and pay the cost thereof at or before settlement, provided the total cost of the Required Repairs does not exceed _____% of the purchase price ("Repair Amount"). *This cost shall be in addition to Seller's other obligations under the terms of the Contract. Should the cost of Required Repairs exceed the Repair Amount:*

A Seller may elect to pay the total cost of the "Required Repairs." in which event the Contract shall remain in full force and effect

B Seller may terminate the Contract by written notice to Buyer which must include a written estimate of the cost of the Required Repairs. Said written notice shall be provided to Buyer within five (5) days of Seller's receipt of written estimate.;

C. The Contract shall remain in full force and effect if, within five (5) days of Buyer's receipt of Seller's notice of termination, Buyer elects, in writing, to pay the cost of the Required Repairs which exceeds the Repair Amount.

D If neither Buyer nor Seller elects to pay the excess cost of any Required Repairs, the Contract shall become null and void and all moneys on deposit shall be returned to Buyer pursuant to the "Deposit" Paragraph of the Contract.

8. CERTIFICATION: Seller, Buyer and Broker(s) hereby certify that the terms of the Contract to which this Addendum is attached are true to the best of their knowledge and belief. Any other agreement(s) entered into between the parties with respect to the purchase and sale of the Property has been fully disclosed and is attached to the Contract.

Buyer _____

Date: _____

Buyer _____

Date: _____

Seller: _____

Date: _____

Seller _____

Date: _____

OWNER FINANCING ADDENDUM

Addendum Number _____ to Contract of Sale Dated _____

Buyer(s): _____

Seller(s): _____

Property: _____

IT IS UNDERSTOOD AND AGREED that Seller (hereinafter "Lender") will grant to Buyer a Purchase Money Mortgage or Deed of Trust (hereinafter "Mortgage") to be secured by the subject property in the amount of \$_____ with payments based upon an amortization period of _____ years at an interest rate of _____% per annum with monthly payments of principal and interest in the amount of \$_____. It is further understood and agreed that the entire unpaid balance will be due and payable at the end of _____ years from the date of settlement. Buyer agrees to execute said Mortgage at time of settlement.

Said Mortgage shall be a (first) (secondary) lien and shall contain the right of prepayment in whole or in part at any time without penalty. Said Mortgage shall also contain a clause which will prohibit the sale or transfer of all or any part of the property or interest therein by voluntary or involuntary conveyance or assignment subject to the existing Mortgage without the mortgagee's prior written consent which shall not be unreasonably withheld.

The mortgage payments on the Mortgage shall be due on the _____ day of each month, commencing no earlier than one month after the date of settlement. The Mortgage will provide for a late charge of five percent (5%) of the principal and interest installment if the mortgagee does not receive the required payment within fifteen (15) days of the date due.

Buyer shall obtain and present to Lender at or prior to settlement an original fire and extended coverage insurance policy with broad form endorsement from a company of Buyer's choice licensed to issue policies in the State, together with a paid receipt for one year's premium. Said policy must contain the usual endorsement to protect the mortgagee's interest in the property, and Seller shall have the right to disapprove the Insurer for reasonable cause. Buyer further agrees to maintain said insurance in full force and effect for the duration of the Mortgage.

(Check applicable paragraph)

- _____ A. Buyer agrees to establish with Lender an escrow account for the payment of real estate taxes, hazard insurance, ground rent (if any), and any lien superior to the Mortgage; or
- _____ B. Buyer and Lender agree that Buyer shall have the privilege of making payment on all real estate taxes, hazard insurance premiums, and other liens superior to this Mortgage, and shall furnish Lender with proof of payment of each to said mortgagee within thirty (30) days following the due date of each payment (or in the case of real estate taxes, such date shall be construed to be that date after which interest and/or penalty begins to accrue on said bill). Should Buyer fail to pay each bill and/or provide proof of such payment to Lender as specified above, Buyer shall, at Lender's sole option and within thirty (30) days of Lender's written demand, establish an escrow account with Lender as specified in Paragraph A above.

ADDENDUM TO RESALE CONTRACT
FOR SINGLE FAMILY HOMES - NOTICE

(Must Be Used In All Cases Involving A Homeowners Association)

The Resale Contract for Single Family Homes is hereby amended by addition of the following which is incorporated in the Contract between _____ Seller, and _____ Purchaser.

Dated _____, for the sale of Lot Number _____, Block _____ Subdivision _____

Address _____

NOTICE TO THE PURCHASER
PURSUANT TO MARYLAND HOMEOWNERS ASSOCIATION ACT

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 ~11B-106(B) OF THE ACT (THE "MHA INFORMATION") AS FOLLOWS:

611B-106(B) THE VENDOR SHALL PROVIDE THE PURCHASER WITH THE FOLLOWING INFORMATION IN WRITING:

- (1.) A STATEMENT AS TO WHETHER THE LOT IS LOCATED WITHIN A DEVELOPMENT:
- (2.) (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 PURCHASER 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 PURCHASER 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 FIVE (5) CALENDAR DAYS OR MORE BEFORE ENTERING INTO THE CONTRACT, YOU HAVE FIVE (5) CALENDAR DAYS TO CANCEL THIS 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% OF THE AMOUNT PREVIOUSLY STATED TO EXIST AND COPIES OF ANY OTHER SUBSTANTIAL AND MATERIAL AMENDMENT TO THE INFORMATION PROVIDED TO YOU. YOU HAVE THREE (3) CALENDAR DAYS TO CANCEL THIS CONTRACT AFTER RECEIVING NOTICE OF ANY CHANGES IN MANDATORY FEES. OR COPIES OF ANY OTHER SUBSTANTIAL AND MATERIAL AMENDMENT TO THE MHAA INFORMATION WHICH ADVERSELY AFFECTS 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 RESTRICTION ON:

- (1) ARCHITECTURAL CHANGES. DESIGN. COLOR. LANDSCAPING. OR APPEARANCE:
- (2) OCCUPANCY DENSITY:
- (3) KIND, NUMBER, OR USE OF VEHICLES:
- (4) RENTING, LEASING, MORTGAGING, OR CONVEYING PROPERTY:
- (5) COMMERCIAL ACTIVITY: OR
- (6) OTHER MATTERS.

YOU SHOULD REVIEW THE MHAA INFORMATION CAREFULLY TO ASCERTAIN YOUR RIGHTS, RESPONSIBILITIES, AND OBLIGATIONS WITHIN THE DEVELOPMENT.

Seller _____

Purchaser _____

Seller _____

Purchaser _____

Date _____

Date _____

**ADDENDUM TO RESALE CONTRACT
FOR SINGLE FAMILY HOMES
DISCLOSURES AND TRANSMITTAL OF DOCUMENTS
PURSUANT TO MARYLAND HOMEOWNERS ASSOCIATION ACT**

Resale Contract for Single Family Homes is hereby amended by addition of the following which is incorporated in the Contract between _____, Seller and _____, Purchaser. Dated _____, for the sale of Lot Number _____, Block _____, Subdivision _____ Address _____

Pursuant to §11B-106(b) of the Maryland Homeowners Association Act, the Seller hereby certifies that as of the date hereof, except as herein stated:

A. The Lot which is the subject of this Contract is located within a Development and is subject to the Homeowners Association.

B. The status of the fees or assessments imposed by the Homeowners Association (HOA) against the above referenced Lot is as follows:

Current Monthly Fee or Assessment		\$ _____
Delinquent Fees or Assessments	_____ Months	\$ _____
Other Charges Due	_____	\$ _____
Total Due HOA as of	_____	\$ _____

C. The total amount of fees, assessments and other charges Imposed by the HOA upon the Lot during the prior fiscal year of the HOA is as follows:

Fees	\$ _____
Assessments:	\$ _____
Other Charges:	\$ _____
Total:	\$ _____

D. The following fees, assessments or other charges against the Lot are delinquent:

_____	\$ _____
_____	\$ _____

If none are delinquent, please so state.

E. The name, address and phone number of the management agent for the HOA is as follows:

Name: _____ Phone: _____
Address: _____

(OR) The HOA presently does not employ a management agent.

If none are delinquent, please so state. _____

F. The following person(s) is (are) authorized by the HOA to provide to the public information regarding the HOA and the Development:

Name: _____ Phone: _____
Address: _____

(OR) No agent or officer is presently authorized by the HOA to provide to the public information regarding the HOA and the Development. If none, please so state.

G. (The Seller has no actual knowledge of any unsatisfied Judgments, or pending lawsuits against the Homeowners Association, except as noted

H. The Seller has no actual knowledge of any pending claims, covenant violations, actions or notices of default against the Lot, except as noted: _____

- I. Attached to this Addendum is a copy of:
 - (1) 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 Purchaser 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
 - (2) The Bylaws and Rules of the Primary Development, and of other Related Developments to the extent reasonable available, to which the Purchaser 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.

- J. The obligations described In subparagraphs H(1) and (2) above are enforceable against the owner and the owner's tenant, If applicable.

- K. NOTE: The requirements of Section 11R-106(b) shall be deemed to have been fulfilled If the information required to be disclosed is provided to the Purchaser in writing in a clear and concise manner. The disclosure may be summarized or produced In any collection of documents, including plats, the Declaration or the organizational documents of the Homeowners Association, provided those documents effectively convey the required information to the Purchaser.

- L. NOTICE TO SELLER: WITHIN THIRTY (30) CALENDAR DAYS OF ANY RESALE TRANSFER OF A LOT WITHIN A DEVELOPMENT, THE TRANFEROR (SELLER) SHALL NOTIFY THE HOMEOWNERS ASSOCIATION FOR THE PRIMARY DEVELOPMENT OF THE TRANSFER. THE NOTIFICATION SHALL INCLUDE, TO THE EXTENT REASONABLY AVAILABLE, THE NAME AND ADDRESS OF THE TRANSFEREE (BUYER), THE NAME AND FORWARDING ADDRESS OF THE TRANSFEROR (SELLER), THE DATE OF TRANSFER, THE NAME AND ADDRESS OF ANY MORTGAGEE, AND THE PROPORTIONATE AMOUNT OF ANY OUTSTANDING HOMEOWNERS ASSOCIATION FEE OR ASSESSMENT ASSUMED BY EACH OF THE PARTIES TO THE TRANSACTION.

- M. 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. The Seller is required to provide the Purchaser with notice of any changes in mandatory fees exceeding ten percent (10%) of the amount previously stated to exist and copies of any other substantial and material amendments to the above disclosures after they become known to the Seller. Any Purchaser may, within three (3) calendar days following receipt by the Purchaser of such amendment which adversely affects the Purchaser, cancel in writing the contract subject to the provisions of §11B-106 of the Maryland Homeowners Association Act.

- N. THE PURCHASER HEREBY ACKNOWLEDGES RECEIPT OF THE FOREGOING DISCLOSURES AND COPIES OF ALL DOCUMENTS DESCRIBED IN SECTION H HEREOF.

- O. THE DOCUMENTS WERE PROVIDED BY AND ALL INFORMATION HEREIN WAS COMPLETED BY THE SELLER.

Seller _____ Purchaser _____

Seller: _____ Purchaser _____

Date _____ Time _____ am or pm Date _____ Time _____ am or pm

CONDOMINIUM RESALE ADDENDUM

NOTICE: This form should not be used for the initial sale of a condominium unit to a member of the public, since it does not contain the Notice required by Section 11-126 of the Real Property Article of the Annotated Code of Maryland.

Addendum Number _____ to CONTRACT OF SALE dated _____

BUYER(S): _____

SELLER(S): _____

PROPERTY: _____

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

1. **SUBSTITUTION** Wherever in the Contract the words Property, residence or dwelling appear, the words "Condominium Unit," substituted when appropriate and necessary.

2. **PROPERTY** The description of the Property is amended to include Condominium Unit Number ____ in the _____ Condominium, together with an undivided interest in the Common Elements and a percentage interest in the Common Profits and Common Expenses, equal to the percentage interest of _____ % set out in the Declaration for the Condominium Unit, and together with the following Limited Common Elements which are appurtenant to the Condominium Unit:

3. **DEED** The deed conveying the Condominium Unit and the undivided interest in the Common Elements shall be subject to the terms, conditions, limitations and restrictions set forth in the Declaration, Bylaws, Condominium Plats, and/or Rules and Regulations, including any amendments thereto, for the Condominium, including the rights of other unit owners in the Common Elements.

4. **CONDOMINIUM ASSESSMENTS, CHARGES AND RESERVES**
Any annual assessments, special assessments, and other assessments and charges levied against the Condominium Unit, including assessments for the maintenance of Limited Common Elements appurtenant to the Condominium Unit and assessments for utility services provided to the Condominium Unit, shall be adjusted and apportioned between the parties as of the date of settlement and assumed and paid thereafter by Buyer. Any amounts paid into a savings or replacement reserve or a working capital fund maintained by the Condominium shall not be adjusted, as their value is included in the purchase price of the Condominium Unit.

5. **HOMEOWNERS ASSOCIATION**
If the Condominium Unit is also a part of a homeowners association, as defined by the Maryland Homeowners Association Act, see the Homeowners Association Addendum attached to the Contract of Sale.

6. **APPROVAL OR RIGHT OF FIRST REFUSAL OF GOVERNING BODY**
If the Declaration, Bylaws, Rules and Regulations or other governing documents of the Condominium require that this sale be subject to the approval of right of first refusal of the governing body of the Condominium, then Seller agrees to immediately present the Contract to the governing body for their action or consideration and Buyer agrees to immediately provide Seller with any and all information required by the governing authority to make their decision. If the requisite approval or waiver of the right of first refusal is not obtained in writing within Thirty (30) days after the date of the Contract, or this sale is disapproved by the governing body of the Condominium or the governing body exercises its right of first refusal, then the Contract shall terminate and all deposit

moneys paid by Buyer shall be returned to Buyer upon execution of a disposition of deposit agreement.

7. CONDOMINIUM REQUIREMENTS

Seller shall take all actions required by the Declaration, Bylaws or Rules and Regulations of the Condominium to facilitate the sale, and Seller further agrees to hold harmless Buyer for any failure on Seller's part to perform such requirements or for any failure to inform Buyer of any requirements that Buyer is obligated to perform to properly consummate the sale.

8. SELLER CERTIFICATION

In partial satisfaction of the disclosures required to be made by section 11-135 of the Maryland Condominium Act, Seller hereby certifies to Buyer that, except as noted below, (a) Seller has no knowledge that any alterations to the Condominium Unit or the Limited Common Elements assigned to the Condominium Unit violate any provisions of the Declaration, Bylaws, or Rules and Regulations of the Condominium, Co.) Seller has no knowledge of any violation of the Health or Building Codes with respect to the Condominium Unit or the Limited Common Elements assigned to the Condominium Unit, and (c) the Condominium Unit is not subject to an extended lease under section 11-137 of the Maryland Condominium Act or under local law.

Exceptions: _____

9. RESALE INFORMATION FROM GOVERNING BODY

If the Condominium is part of a Condominium containing seven or more units, Seller shall promptly request, pay for and provide to Buyer when received, a resale certificate from the governing body of the Condominium containing the information referred to in the applicable notice which follows the signatures to this Addendum. Seller shall not be liable to Buyer for any erroneous information provided by the governing body of the Condominium and included in the resale certificate, nor shall Seller be liable to Buyer for the failure or delay of the governing body of the Condominium to provide such resale certificate in a timely manner.

ADDITIONAL PARAGRAPHS NUMBERED A AND B SET FORTH ON THE REVERSE SIDE ARE A PART OF THIS ADDENDUM AND BUYER AND SELLER

ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THESE PARAGRAPHS AND ARE BOUND BY THE PROVISIONS OF THESE PARAGRAPHS.

Witness _____ Date _____ Seller _____ (Seal)

Witness _____ Date _____ Seller _____ (Seal)

Witness _____ Date _____ Buyer _____ (Seal)

Witness _____ Date _____ Buyer _____ (Seal)

ADDENDUM FOR SALE OF OTHER REAL ESTATE

Addendum Number _____ To CONTRACT OF SALE (the "Contract") dated _____

BUYER: _____

SELLER: _____

PROPERTY' _____

1. THE PARAGRAPH OF THE CONTRACT ENTITLED "SALE OF OTHER REAL ESTATE" IS DELETED.
2. Both Buyer's and Seller's obligations under the Contract are contingent upon Buyer entering into a legally valid and enforceable contract to sell Buyer's property located at _____, and providing evidence satisfactory to Seller, in Seller's sole and absolute discretion, of Buyer's ability to perform Buyer's obligations under the Contract. This evidence shall include, but not be limited to, (a) a copy of the fully executed contract of sale for Buyer's property which (may) (shall not) contain a contingency for the sale of the purchaser's residence, (b) a copy of the financial disclosure statement completed and signed by the purchaser of Buyer's property, and (c) if applicable, a copy of a written commitment to Buyer for a mortgage loan which satisfies the condition of the paragraph of the Contract entitled FINANCING. Buyer's mortgage loan commitment may not contain a provision which conditions the obligation of the lender to make the loan upon the settlement of the sale of Buyer's property. Buyer will have (____) days from the date of the Contract to satisfy this contingency, after which time Buyer or Seller may terminate the Contract by giving written notice to the other unless a waiver of this condition has been executed and delivered by Buyer and accepted by Seller in accordance with paragraph 3 below.
3. Buyer agrees to list Buyer's property with _____, Real Estate Broker to provide Seller with a copy of the listing agreement within five (5) days of the date of the Contract and to keep Buyer's property actively on the market. The listing agreement with Real Estate Broker shall provide that Buyer's property shall be multiple listed through a Multiple Listing Service. Within five (5) days of the date of the Contract, Buyer, at Buyer's expense, shall also order a VA, FHA or FNMA appraisal, or _____ of Buyer's property and furnish Seller and Broker(s) with a copy of the appraisals or _____ promptly upon receipt. Within five (5) days after receipt of the appraisal or _____, Buyer shall adjust the listed sale price of Buyer's property to the appraised or _____ value. Should Buyer (a) fail to list Buyer's property within five (5) days or to thereafter keep Buyer's property actively on the market, (b) fail to order the appraisal or within five (5) days, or (c) fail to adjust the listed sales price for Buyer's property to or below the appraised or _____ value within five (5) days after receipt of the appraisal or _____, the Contract, at Seller's option and upon written notice to Buyer, shall be null and void.
4. The Property shall remain actively on the market during the period in which the Contract remains contingent upon the sale of Buyer's property. If another bona fide written offer to purchase the Property acceptable to Seller is received during this contingency period, Buyer shall have 72 hours excluding Saturdays, Sundays and Bank Holidays in which to deliver to Seller, or the Listing Broker, a waiver of the contingency contained in this addendum and the financing contingency contained in the paragraph of the Contract entitled "FINANCING." This 72-hour period shall be measured from ending of a notice by time-dated Western Union Mailgram or telegram notification or by hand or messenger delivery, sent to Buyer at the address stated in the Contract with copies to the Broker(s). Buyer acknowledges that time is of the essence with respect to this 72-hour period and that Buyer or a representative of Buyer must at all times be available at the address listed in the Contract to receive this notice. This notice shall be deemed received by Buyer if delivered to this address even if no one is available to receive the notice. In the event Buyer is sent this 72-hour notice and Buyer elects during this 72-hour period to waive this contingency and the financing contingency, prior to having received a written mortgage commitment which satisfies the condition of the paragraph of the contract on entitled FINANCING, Buyer shall notify Seller, in writing, with copies to the Brokers and shall immediately pay

an additional Deposit at the time of such written notice in the amount of \$_____. Buyer, at the time of such written notice, shall provide proof of Buyers ability to perform. If proof of ability to perform is not satisfactory to Seller, in Seller's sole arid absolute discretion, Seller shall immediately so notify Buyer in writing and the Contract shall be null and void. If a waiver is not received by Seller within the 72-hour period, Seller, upon written notice to Buyer, with copies to the Brokers, may declare the Contract null and void.

- 5. If Buyer elects to waive the contingency contained in this Addendum prior to a 72-hour notice being sent to Buyer and prior to Buyer having satisfied this contingency, Buyer shall notify Seller in writing, with copies to the Brokers, and shall pay an additional Deposit at the time of such written notice in the amount of \$_____ and agrees to provide proof, satisfactory to Seller, of Buyer's ability to perform. If proof of Buyer's ability to perform is not satisfactory to Seller, in Seller's sole and absolute discretion, Seller shall immediately notify Buyer in writing, in which event this contingency shall remain in full force and effect and Buyer's waiver shall be deemed null and void.
- 6. If the Contract becomes null and void as provided in paragraphs 2 or 4 above, the parties agree to execute a disposition of deposit agreement providing for the return of the deposit to Buyer and the release of all liability of Buyer and Seller under the Contract, and any and all right, title, and interest of Buyer in the Property shall be extinguished (including equitable title).
- 7. **BUYER ACKNOWLEDGES AND AGREES THAT ONCE THE CONDITIONS CONTAINED IN THIS ADDENDUM ARE EITHER SATISFIED OR WAIVED BY BUYER AND ACCEPTED BY SELLER, BUYER SHALL BE OBLIGATED TO SETTLE UNDER THE CONTRACT REGARDLESS OF 1) WHETHER THE PURCHASER OF BUYER'S PROPERTY TERMINATES OR DEFAULTS UNDER THE CONTRACT OF SALE FOR BUYER'S PROPERTY, OR 2) WHETHER BUYER'S PROPERTY IS SOLD AND SETTLED PRIOR TO SETTLEMENT UNDER THE CONTRACT. _____ (BUYER'S INITIALS)**

_____	_____	_____ (seal)
Witness	Date	Buyer
_____	_____	_____ (seal)
Witness	Date	Buyer
_____	_____	_____ (seal)
Witness	Date	Seller
_____	_____	_____ (seal)
Witness	Date	Seller

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C9A Notice to parties if the unit being sold hereunder is in a condominium containing seven (7) or more units, seller at seller's expense is required by law to furnish to buyer not later than fifteen (15) days prior to closing certain information concerning the condominium which is described in section 11-135 of the Maryland condominium act. This information must include at least the following:

- A copy of the declaration (other than the plats):
- A copy of the bylaws.
- A copy of the rules and regulations of the condominium:
- A certificate from the council of unit owners containing:
 - (1) A statement disclosing the effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the unit, other than any restraint created by the unit owner.
 - (2) A statement of the amount of the monthly common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling unit owner:
 - (3) A state of any other fees payable by the unit owners to the council of unit owners;
 - (4) A statement of any capital expenditures approved by the council of unit owners or its authorized designee planned at the time of the conveyance which are not reflected in the current operating budget included in the certificate,
 - (5) The most recently prepared balance sheet and income and expense statement, if any, of the condominium.
 - (6) The current operating budget of the condominium, including details concerning the amount of the reserve fund for repair and replacement and its intended use, or a statement that there is no reserve fund.
 - (7) A statement of any judgments against the condominium and the existence of any pending suits to which the council of unit owners is a party,
 - (8) A statement generally describing any insurance policies provided for the benefit of the unit owners a notice that the policies are available for inspection stating the location at which they are available, and a notice that the terms of the policy prevail over the general description;
 - (9) A statement as to whether the council of unit owners has knowledge that any alteration or improvement to the unit or to the limited common elements assigned to the unit violates any provision of the declaration bylaws or rules or regulations.
 - (10) A statement as to whether the council of unit owners has knowledge of any violation of the health or building codes with respect to the unit, the limited common elements assigned to the unit, or any other portion of the condominium.
 - (11) A statement of the remaining term of any leasehold estate affecting the condominium and the provisions governing any extension or renewal of it, and
 - (12) A description of any recreational or other facilities which are to be used by the unit owners or maintained by them or the council of unit owners, and a statement as to whether or not they are to be a part of the common elements, and
- (v) A statement by the unit owner as to whether the unit owner had knowledge:
 1. That any alteration to the unit or to the limited common elements assigned to the unit violates any provision of the declaration bylaws or rules and regulations.
 2. Of any violation of the health or building codes with respect to the unit or the limited common elements assigned to the unit.

Buyer will have the right to cancel this contract without penalty at any time within seven (7) days following delivery to buyer of all the above information. However, once the sale is closed, buyers right to cancel this contract is terminated.

Seller shall promptly request and provide to buyer when received, a certificate from the council of unit owners containing the disclosure statements listed above. Seller shall not be liable to buyer for any erroneous information provided by the council of unit owners and included in the said certificate nor shall seller be liable to buyer for the failure or delay of the council of unit owner to provide such certificate in a timely manner.

C9B NOTICE TO PARTIES (The paragraph below applies only to the sale of a unit in a condominium containing less than seven (7) units.

In the event the condominium unit being sold hereunder is in a condominium containing less than seven (7) units, seller at seller's expense is required by law to furnish to buyer not later than fifteen (15) days prior to closing certain information concerning the condominium which is described in Section 11-135 of the Maryland Condominium Act. This information must include at least the following.

1. A copy of the declaration (other than the plats);
2. A copy of the bylaws,
3. A copy of the rules and regulations of the condominium, and
4. A statement by seller of his expenses relating to the common elements during the preceding twelve (12) months.

Buyer will have the right to cancel this contract without penalty at any time within seven (7) days following delivery to buyer of all of the above information. However, once the sale is closed, buyers right to cancel this contract is terminated.

PRIVATE WATER SYSTEM NOTICE AND ADDENDUM

[Not for use in Baltimore County]

Addendum Number _____ to CONTRACT OF SALE dated _____

BUYER(S): _____

SELLER(S): _____

PROPERTY: _____

NOTICE TO BUYER: Buyer is advised and Buyer hereby acknowledges that the property is served by a private water supply system as the only source of domestic water. The County in which the Property is located, by law, does not require, as condition for the resale of real property, that the existing private water supply system be tested as to water yield, or chemical or bacteriological content or that the private water system meet any type of minimum standards as to the quantity or quality of water provided by such system. Buyer's lender may require, as a condition to making a loan to Buyer, that this private water system be tested. Buyer is further advised that the quantity and quality of water available to the Property is important to the safe and adequate enjoyment and use of the Property.

CONTRACT CONTINGENT ON TEST OF PRIVATE WATER SUPPLY SYSTEM

Unless Buyer has signed the written waiver and release appearing below, the Buyer, at Buyer's expense, within(_____) days from the date hereof, shall order and cause tests to be conducted on the existing well serving the Property by a qualified well testing company or laboratory. The Contract of Sale is hereby expressly made contingent upon: (check one, or both)

- (1)a water flow which yields a minimum rate of one (1) gallon per minute measured in accordance with acceptable industry standards, and/or
- (2) the receipt of a certificate from a qualified testing laboratory stating that the chemical and bacteriological content of the water renders it safe for human consumption.

Upon receipt of the results of the required well tests, Buyer shall promptly provide copies to Sellers and the Brokers. Should the results of these tests establish that any of the applicable contingencies are not met, then the Contract of Sale shall terminate and be null and void and all deposit moneys shall be returned to Buyer upon execution of a disposition of deposit agreement by Buyer and Seller, unless within ten (10) days of the receipt by Buyer and Seller of the results of these tests, either (a) Buyer waives in writing such contingencies, or (b)) Buyer and Seller execute an Addendum to the Contract of Sale under which Seller is given a specified period of time within which to attempt to cure the deficiencies and deliver to Buyer, at Seller's expense, the results of new well tests establishing that the deficiency noted in the original well tests has been corrected.

If Buyer and Seller agree to permit Seller to cure the deficiencies in the well, the Seller shall attempt to cure the deficiencies in the well and deliver to Buyer a report of a new well test by a qualified well testing company or laboratory establishing that the deficiencies noted in the original well tests have been corrected. If, at the expiration of the specified time period, Seller has not delivered to Buyer the results of a new well test establishing that the deficiencies noted in the original well tests have been corrected, then the Contract of Sale shall terminate and be null and void and all deposit moneys shall be returned to Buyer upon execution of a disposition of deposit agreement by Buyer and Seller.

If Buyer or its agents or contractors damages the Property, the well, any pumps serving the well or any other property of Seller during the exercise of its rights under this Addendum, Buyer shall immediately reimburse Seller for all costs Incurred in correcting such damage. If the Contract has been terminated, then the deposit moneys may be retained pending payment to Seller of all such costs.

Witness Date Seller _____(seal)

Witness Date Seller _____(seal)

Witness Date Buyer _____(seal)

Witness Date Buyer _____(seal)

PRIVATE SEWAGE DISPOSAL SYSTEM
NOTICE AND ADDENDUM

Addendum Number _____ to CONTRACT OF SALE dated _____

BUYER(S) _____

SELLER(S): _____

PROPERTY: _____

NOTICE TO BUYER~ Buyer is advised and Buyer hereby acknowledges that the property is served by a private sewage disposal system and is not connected to public sewage lines. The County in which the Property is located, by law, does not require, as a condition for the resale of real property, that the existing private sewage disposal system be tested to determine that it is functioning properly. Buyer's lender may require, as a condition to making a loan to Buyer, that this private sewage disposal system be tested. Buyer is further advised that the proper functioning of the private sewage disposal system is important to the safe and adequate enjoyment and use of the Property.

CONTRACT CONTINGENT ON TEST OF PRIVATE SEWAGE DIAPOSAL SYSTEM

Unless Buyer has signed the written waiver and release appearing below, Buyer, at Buyer's expense, within _____ (__) days from the date hereof, shall order and cause an inspection to be conducted on the existing private sewage disposal system serving the Property by an experienced and qualified testing company. The Contract of Sale is hereby expressly made contingent upon the receipt of a certificate from an experienced and qualified testing company stating that the private sewage disposal system is functioning properly.

Upon receipt of the results of this test inspection, Buyer shall promptly provide copies to Sellers and the Brokers. Should the results of the inspection establish that the private sewage disposal system is not functioning properly, then the Contract of Sale shall terminate and be null and void and all deposit moneys shall be returned to Buyer upon execution of a disposition of deposit agreement by Buyer and Seller, unless, within ten (10) days from the receipt by Buyer and Seller of the results of the inspection, either (a) Buyer waives in writing such contingency, or (b) Buyer and Seller execute an Addendum to the Contract of Sale under which Seller is given a specified period of time within which to attempt to cure the deficiencies and deliver to Buyer, at Seller's expense, a certificate from a company qualified and experienced in the maintenance and repair of private sewage disposal systems stating that the private sewage disposal system has been repaired and is now functioning properly. If, at the expiration of the specified time period, Seller has not delivered to Buyer such a certificate, then the Contract of Sale shall terminate and be null and void and all deposit moneys shall be returned to Buyer upon execution of a disposition of deposit agreement by Buyer and Seller.

Witness Date Seller _____(seal)

Witness Date Seller _____(seal)

Witness Date Buyer _____(seal)

Witness Date Buyer _____(seal)

PRE-SETTLEMENT OCCUPANCY AGREEMENT

This is a Legally Binding Agreement.
If Not Understood, Seek Competent Advice.

LISTING BROKER: _____ BROKER NUMBER: _____

SALESPERSON: _____ TELEPHONE(S): _____

SELLING BROKER: _____ BROKER NUMBER: _____

SALESPERSON: _____ TELEPHONE(S): _____

THIS PRE-SETTLEMENT OCCUPANCY AGREEMENT, made this _____ Day OF _____, 19__
(complete at time of final execution by all parties), By and between

SELLER NAME _____, SELLER
ADDRESS _____, AND

BUYER NAME _____, BUYER
ADDRESS _____.

1. Seller and Buyer entered into a Contract of Sale dated _____ (the "Contract") for the purchase of the real property (hereinafter "Property,") known generally as _____, _____ City/County, Maryland and more fully described in the Contract. Settlement under the Contract has not yet taken place. Buyer desires to occupy the Property and Seller is willing to allow Buyer to take occupancy, as a matter of convenience and solely for residential purposes, upon the terms and conditions set forth in this Agreement.

2. Seller shall be credited at settlement for each day of Buyer's occupancy of the Property under this Agreement an amount, as rent, based upon _____ Dollars (\$ _____), monthly, and calculated at the rate of _____ Dollars (\$ _____), daily (hereinafter "Rent").

3. The term of this Agreement commences on and terminates on either the settlement date, or earlier if terminated by reason of other provisions hereof (hereinafter "Term"). Seller will deliver possession of the Property to the Buyer at the commencement of the Term the condition required under the Contract. Buyer shall inspect the Property on that date, and this inspection shall constitute the pre-settlement inspection provided under the Contract. Unless otherwise agreed to in writing by Buyer and Seller on that date. Buyer accepts the Property in its "as is" condition on the date of occupancy, and agrees that all provisions of the Contract relating to the condition of the Property have been satisfied.

4. Buyer hereby acknowledges and agrees that the contingencies and requirements of those provisions of the Contract listed below have been satisfied, and Buyer shall have no further right to terminate or cancel the Contract by reason of such provisions (Check applicable boxes):

- a. Mortgage Commitment (Paragraphs _____)
- b. Termite Inspection (Paragraphs _____)
- c. Intended Use (Paragraphs _____)
- d. Home Inspection Addendum
- e. Homeowners Association Act Addendum
- f. Condominium Resale Addendum
- g. Other (Specify) _____

5. Buyer shall obtain insurance coverage for its personal property and comprehensive general liability coverage for the Property, naming Seller as an additional insured in form and substance reasonably acceptable to Seller, effective at the start of occupancy under this Agreement and shall provide proof of this insurance coverage to Seller not later than the date of occupancy.

6. As provided in of the Contract, risk of loss from and after the date of occupancy by Buyer shall be upon Buyer. However, Seller shall continue the insurance coverage required under the Contract until settlement.

7. Seller and Buyer agree to make full settlement under the terms of the Contract on the date required under the Contract. A failure of Buyer to settle as required under the Contract shall also constitute a default under this Agreement and Buyer shall immediately vacate the Property and surrender possession to Seller. Should settlement not occur under the Contract for any other reason, Buyer shall be obligated to immediately vacate the Property and surrender possession to Seller. If Buyer does not immediately vacate the Property, Seller may (a) forthwith eject Buyer and take possession of the Property and store, without liability on Seller's part and at Buyer's expense, all furniture and other personal property found on the Property, (b) exercise the remedies available under section 14-108.1 of the Maryland Real Property Code, (c) treat Buyer as a tenant from month to month at twice the monthly and daily rates specified in paragraph 2 hereof, and/or (d) exercise any other remedy granted to a landlord under Maryland law, including, to the extent permitted by law, the power to collect double Rent from Buyer for the holdover period. To the extent permitted by law, Buyer hereby waives any requirement that Seller give Buyer any notice to quit and vacate the Property.

8. Buyer's occupancy of the Property shall be upon all of the terms, covenants and conditions stated below.

(a) Buyer agrees to pay when due all charges for heat (including heating oil), gas, electricity, water and sewer service charges used on the Property during the Term. If Buyer fails to pay any charges for heat (including heating oil), gas, electricity, water and sewer service within fifteen (15) days of receipt, then such failure shall constitute a default under this Agreement and, in addition, Seller, in Seller's discretion, may pay these charges and the amount of these charges shall be added to and deemed part of the Rent due, shall be payable by Buyer to Seller on demand, and Seller shall have the same remedies for the collection of such charges as Seller has for the non-payment of Rent.

(b) Buyer agrees not to use or permit the use of any portion of the Property for any purpose other than as an orderly private residence; to keep all lawns neatly mowed, and all hedges, flower beds and shrubbery in good order; to remove snow, ice and leaves from all walkways and driveways; to keep the Property in a clean and sanitary condition; and to comply with all laws, codes, ordinances, rules and regulations, including all health and housing codes and criminal laws applicable to the Property or Buyer's use of the Property. Buyer shall indemnify and save Seller harmless from any and all liability, loss, cost, damage or expense arising out of any violation by Buyer of such laws, codes, ordinances, rules or regulations, any violation or non-performance by the Buyer of any of the covenants contained herein, or any other act or omission of Buyer or its agents, servants, employees, invitees or family members.

(c) Buyer will use the Property in a careful manner and all electrical, heating, air-conditioning, mechanical and plumbing equipment and facilities shall be carefully used for their respective legitimate purposes only. Any damage or injury to the papering, painting, walls, doors, windows, window fixtures or apparatus, or other parts of the Property, in excess of ordinary wear and tear, shall be promptly repaired by Buyer so as to restore the Property to the same condition as existed prior to the commencement of the Term; and, upon the failure of the Buyer to make any such repair, Seller, in Seller's discretion, may make such repair and the cost of such repair shall be deemed a part of the Rent and shall be payable by Buyer to Seller on demand. Seller shall have the same remedies for the collection of such costs as Seller has for the non-payment of Rent.

(d) Buyer agrees not to do or permit to be done anything on the Property in contravention of any fire insurance policy in force thereon or which will increase the premium payable on such policy. Buyer shall not in any way obstruct any public sidewalks nor permit anything to be done on the Property contrary to the rules and regulations of the fire department or health department or of any other governmental authority.

(e) If the Property is part of a condominium or homeowners association, Buyer agrees to obey and abide by the declaration, bylaws and rules and regulations promulgated from time to time by the council of unit owners of the condominium or the homeowners association. Buyer, by executing this Lease, acknowledges having received copies of the following documents pertaining to the condominium or homeowners association: _____

(f) Buyer will not assign this Lease or sublet the Property or any part thereof without the prior written consent of the Seller, and any such assignment or subletting, in the absence of Seller's prior written consent, shall be null, void and of no further effect.

(g) Buyer agrees not to make any alterations, additions or improvements to the Property without first obtaining Seller's prior written consent.

(h) Buyer shall be obligated to make all repairs and replacements to the Property, including, but not limited to, the replacement of all broken windows or other glass, the repair and replacement of all appliances, and the repair and replacement of the heating and/or air conditioning system, and, throughout the Term, Buyer shall keep the Property in good condition and repair. In the event Buyer fails to make any such repair or replacement, then Seller, in Seller's discretion, may do so and the cost of such repair or replacement shall be deemed a part of the Rent and shall be payable by Buyer to Seller on demand. Seller shall have the same remedies for collection of these costs as Seller has for the non-payment of Rent.

(i) Buyer agrees that Seller and Seller's agents, servants, and employees shall have the right to enter upon the Property at all reasonable times for the purpose of inspection or making any repairs which Seller deems necessary or appropriate.

(j) If settlement does not occur, Buyer agrees to surrender the Property to Seller immediately upon expiration of the Term in as good as condition as when received; and Buyer further agrees to surrender the Property free and clear of all furniture and other property of Buyer and in a broom clean condition and to return all keys to the Property to the Seller immediately upon surrendering the Property. If Buyer does not immediately surrender and vacate the Property, Seller may exercise any or all of the remedies specified in paragraph 7 hereof.

(k) Buyer will indemnify and save harmless Seller against and from any and all liability arising from injury to person or property arising within those portions of the Property within the exclusive control of Buyer or occasioned by any act or omission of Buyer, or of any agent, servant, employee, invitee or family member of Buyer. Seller shall not be liable for any loss of any property by theft or otherwise, nor for injury or death of persons or damage to property caused by other persons, or resulting from the escape of steam, gas, electricity or water, or from rain, snow or dampness, except to the extent otherwise provided by Law.

(l) If Buyer shall breach any term, covenant or condition of this Agreement, Seller (i) may distrain therefor all in accordance with the applicable provisions of Law, (ii) re-enter the Property and terminate this Agreement in accordance with the applicable provisions of law, (iii) bring summary proceedings to evict Buyer or (iv) pursue any other remedy available to Seller at law or in equity. No such termination of this Agreement, however, nor recovery of possession of the Property, shall deprive Seller of any other action against the Buyer for Rent or for damages which may be due or sustained prior to or subsequent to the termination of this Agreement as aforesaid, nor shall such termination extinguish Buyer's obligation to pay all Rent and other sums due and owing to Seller prior to such termination or re-entry or subsequent thereto. Buyer and Seller agree that Seller shall have all of the remedies available to a Landlord under the laws of the State of Maryland and under the public local laws of the local jurisdiction in which the Property is located.

(m) Buyer agrees to pay as additional Rent any and all sums which may become due by reason of the failure of Buyer to comply with any of the covenants of this Agreement and any and all damages, costs and expenses which the Seller may suffer or incur by reason of any default of Buyer or failure on Buyer's part to comply with the covenants of this Agreement, and also any and all damages to the Property caused by any act or neglect of Buyer or Buyer's agents, servants, employees, invitees or family members. In the event Buyer fails to make any such payments, then the amount thereof shall be added to and deemed part of the Rent due and Seller shall have the same remedies for the collection of such charges as it has for Rent.

(n) Seller agrees that Buyer peaceably and quietly, may enter the Property at the beginning of the Term, and that the Property will be made available in a condition permitting habitation, with reasonable safety.

9. Should any action be brought by either party hereto to enforce any provision of this Agreement, the prevailing party in such action shall be reimbursed by the other party for all reasonable attorneys, fees and court costs incurred' by the prevailing party in the action.

10. The failure of Seller to insist, in any one or mere instances, upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force arid effect.

11. It is mutually understood and agreed that all the covenants and agreements herein contained shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of Seller and Buyer.

12. All notices required to be given by Seller to Buyer shall be sufficiently given by leaving the same at the Property. Notices given by Buyer to Seller must be given by first class mail or hand delivery at the address of Seller listed on the first page of this Agreement.

13. This Agreement shall be interpreted in accordance with and so as to comply with the laws of Maryland.

14. Seller and Buyer understand and acknowledge that Broker and Broker's agents and employees are not and were not at any time authorized to make any representations respecting this Agreement or the Property other than those expressly set forth herein. Broker and Broker's agents and employees do not assume any responsibility for the condition of the Property or for the performance of this Agreement by any or all parties hereto. By signing this Agreement, Buyer acknowledges that Buyer has not relied on any representations made by Broker or any agent or employee of Broker, except those representations expressly set forth herein. In the event that any dispute arises under this Agreement between Seller and Buyer resulting in Broker being made a party to any litigation, Seller and Buyer, jointly and severally, agree to indemnify Broker for all costs, attorney's fees and legal expenses incurred by Broker as a result thereof, provided that such litigation does not result in a judgment against Broker for acting improperly under this Agreement.

15. NOTICE TO SELLER: Seller is hereby advised that the Laws of the city or county in which the Property is located may require that Seller register with appropriate public authorities or obtain a rental or other License before entering into this Agreement.

Witness

Date

Buyer's Signature

Witness

Date

Buyer's Signature

Witness

Date

Seller's Signature

POST-SETTLEMENT OCCUPANCY AGREEMENT

This is a Legally Binding Agreement.
If Not Understood, Seek Competent Advice.

LISTING BROKER: _____ BROKER NUMBER: _____

SALESPERSON: _____ TELEPHONE(S): _____

SELLING BROKER: _____ BROKER NUMBER: _____

SALESPERSON: _____ TELEPHONE(S): _____

THIS POST-SETTLEMENT OCCUPANCY AGREEMENT, made this _____ day of _____
complete at time of final execution by all parties), by and between

SELLER NAME _____
ADDRESS _____ AND

BUYER NAME _____
ADDRESS _____

1. Seller and Buyer entered into a Contract of Sale dated _____ (the "Contract") for the purchase of the real property (hereinafter "Property,") known generally as _____, _____ City/County, Maryland and more fully described in the Contract. Settlement under the Contract has taken place. Seller desires to remain in possession of the Property, and Buyer is willing to allow Seller to do so as a matter of convenience and solely for residential purposes, upon the terms and conditions set forth in this Agreement.

2. Seller shall pay to Buyer for each day of Seller's occupancy of the Property under this Agreement an amount, as rent, based upon _____ Dollars (\$ _____), monthly, and calculated at the rate of _____ Dollars (\$ _____), daily (hereinafter "Rent"). Seller shall pay rent to Buyer in advance on the _____ day of each month.

3. The term of this Agreement commences on the date of settlement and terminates on either _____, or earlier if terminated by reason of other provisions hereof (hereinafter "Term"). Seller will immediately surrender the Property to the Buyer on that date in as good a condition as that in which the Property was at the pre-settlement inspection provided Lender the Contract. The Buyer shall be entitled to an inspection of the Property upon the termination of this Agreement to confirm the condition of the Property, and the Seller agrees to promptly pay for any repairs and/or replacements to the Property as called for hereunder.

4. The Listing Broker under the Contract shall retain from the sale proceeds under the Contract as a deposit the sum of _____ Dollars (\$ _____) to secure Seller's performance under this. The deposit shall be used by Buyer to the extent necessary to satisfy Seller's obligations under this Agreement.

5. Seller shall obtain insurance coverage for its personal property and comprehensive general liability coverage for the Property, naming Buyer as an additional insured in form and substance reasonably acceptable to Buyer, effective at the date of settlement. Buyer shall maintain insurance against loss or damage to the Property resulting from fire and such other occurrences as Buyer deems appropriate. As provided in the Contract, risk of loss shall be upon Buyer from and after the date of settlement.

6. Seller's occupancy of the Property shall be upon all of the terms, covenants and conditions stated below.

a) Seller agrees to pay when due all charges for heat (including heating oil), gas, electricity, water and sewer service charges used on the Property during the Term. If Seller fails to pay any charges for heat (including heating oil), gas, electricity, water and sewer service within fifteen (15) days of receipt, then such failure shall constitute a default under this Agreement and, in addition, Buyer, in Buyer's discretion, may pay these charges and the amount of these charges shall be added to and deemed part of the Rent due, shall be payable by Seller to Buyer on demand, and Buyer shall have the same remedies for the collection of such charges as Buyer has for the non-payment of Rent.

(b) Seller agrees not to use or permit the use of any portion of the Property for any purpose other than as an orderly private residence; to keep all lawns neatly mowed, and all hedges, flower beds and shrubbery in good order; to remove snow, ice and leaves from all walkways and driveways; to keep the Property in a clean and sanitary condition; and to comply with all laws, codes, ordinances, rules and regulations, including all health and housing codes and criminal laws applicable to the Property or Seller's use of the Property. Seller shall indemnify and save Buyer harmless from any and all liability, loss, cost, damage or expense arising out of any violation by Seller of such laws, codes, ordinances, rules or regulations, any violation or non-performance by the Seller of any of the covenants contained herein, or any other act or omission of Buyer or its agents, servants, employees, invitees or family members.

(c) Seller will use the Property in a careful manner and all electrical, heating, air-conditioning, mechanical and plumbing equipment and facilities shall be carefully used for their respective legitimate purposes only. Any damage or injury to the papering, painting, walls, doors, windows, window fixtures or apparatus, or other parts of the Property, in excess of ordinary wear and tear, shall be promptly repaired by Seller so as to restore the Property to the same condition as existed prior to the commencement of the Term; and, upon the failure of the Seller to make any such repair, Buyer, in Buyer's discretion, may make such repair and the cost of such repair shall be deemed a part of the Rent and shall be payable by Seller to Buyer on demand. Buyer shall have the same remedies for the collection of such costs as Buyer has for the non-payment of Rent.

(d) Seller agrees not to do or permit to be done anything on the Property in contravention of any fire insurance policy in force thereon or which will increase the premium payable on such policy. Seller shall not in any way obstruct any public sidewalks nor permit anything to be done on the Property contrary to the rules and regulations of the fire department or health department or of any other governmental authority.

(e) If the Property is part of a condominium or homeowners association, Seller agrees to obey and abide by the declaration, by-laws and rules and regulations promulgated from time to time by the council of unit owners of the condominium or the homeowners association.

(f) Seller will not assign this Agreement or sublet the Property or any part thereof without the prior written consent of the Buyer, and any such assignment or subletting, in the absence of Buyer's prior written consent, shall be null, void and of no further effect.

(g) Seller agrees not to make any alterations, additions or improvements to the Property without first obtaining Buyer's prior written consent.

(h) Seller shall be obligated to make all repairs and replacements to the Property so as to maintain the Property in the same condition as existed on the commencement of the Term, including, but not limited to, the replacement of all broken windows or other glass, the repair and replacement of all appliances, and the repair and replacement of the heating and/or air conditioning system, and, throughout the Term, Seller shall keep the Property in good condition and repair. In the event Seller fails to make any such repair or replacement, then Buyer, in Buyer's discretion, may do so and the cost of such repair or replacement shall be deemed a part of the Rent and shall be payable by Seller to Buyer on demand. Buyer shall have the same remedies for collection of these costs as Buyer has for the non-payment of Rent. Nothing contained in this subparagraph (h) shall be construed to require Seller to maintain the Property and, upon the expiration of the Term, deliver the Property in a condition better than that which existed at the commencement of the Term.

(i) Seller agrees that Buyer and Buyer's agents, servants, and employees shall have the right to enter upon the Property at all reasonable times for the purpose of inspection or making any repairs which Buyer deems necessary or appropriate.

(j) Seller agrees to surrender the Property to Buyer at the end of the Term in as good a condition as existed at the commencement of the Term; and Seller further agrees to surrender the Property free and clear of all furniture and other property of Seller and in a broom clean condition and to return all keys to the Property to Buyer immediately upon surrendering the Property. If Seller does not immediately vacate and surrender the Property the Buyer may, (i) forthwith eject Seller and take possession of the Property and store, without liability on Buyer's part and at Seller's expense, all furniture and other personal property found on the Property, (ii) exercise the remedies available under section 14-109 of the Maryland Real Property Code, (iii) treat Seller as a tenant from month to month at twice the monthly and daily rates specified in paragraph 2 hereof, and/or (d) exercise any other remedy granted to a landlord under Maryland law, including, to the extent permitted by law, the power to collect double Rent from Seller for the holdover period. To the extent permitted by law, Seller hereby waives any requirement that buyer give Seller any notice to quit and vacate the Property.

(k) Seller will indemnify and save harmless Buyer against and from any and all liability arising from injury to person or property arising within those portions of the Property within the exclusive control of Seller or occasioned by any act or omission of Seller, or of any agent, servant, employee, invitee or family member of Seller. Buyer shall not be liable for any loss of any property by theft or otherwise, nor for injury or death of persons or damage to property caused by other persons, or resulting from the escape of steam, gas, electricity or water, or from rain, snow or dampness, except to the extent otherwise provided by law.

(l) If Seller shall breach any term, covenant or condition of this Agreement, Buyer (i) may distrain therefor all in accordance with the applicable provisions of law, (ii) re-enter the Property and terminate this Agreement in accordance with the applicable provisions of law, or (iii) bring summary proceedings to evict buyer, (iv) exercise the remedies available under section 14-109 of the Maryland Real Property Code, or (v) pursue any other remedy available to Buyer at law or in equity. No such termination of this Agreement, however, nor recovery of possession of the Property, shall deprive Buyer of any other action against the Seller for Rent or for damages which may be due or sustained prior to or subsequent to the termination of this Agreement as aforesaid, nor shall such termination extinguish Seller's obligation to pay all Rent and other sums due and owing to buyer prior to such termination or re-entry or subsequent thereto. Seller and Buyer agree that Buyer shall have all of the remedies available to a Landlord under the Laws of the State of Maryland and under the public Local Laws of the Local jurisdiction in which the Property is located.

(m) Seller agrees to pay as additional Rent any and all sums which may become due by reason of the failure of Seller to comply with any of the covenants of this Agreement and any and all damages, costs and expenses which the Buyer may suffer or incur by reason of any default of Seller or failure on Seller's part to comply with the covenants of this Agreement, and also any and all damages to the Property caused by any act or neglect of Seller or Seller's agents, servants, employees, invitees or family members. In the event Seller fails to make any such payments, then the amount thereof shall be added to and deemed part of the Rent due and Buyer shall have the same remedies for the collection of such charges as it has for Rent.

(n) Buyer agrees that Seller peaceably and quietly, may enter the Property at the beginning of the Term, and that the Property will be made available in a condition permitting habitation, with reasonable safety.

7. Should any action be brought by either party hereto to enforce any provision of this Agreement, the prevailing party in such action shall be reimbursed by the other party for all reasonable attorneys' fees and court costs incurred by the prevailing party in the action.

8. The failure of Buyer to insist, in any one or more instances, upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.

9. It is mutually understood and agreed that all the covenants and agreements herein contained shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of Buyer and Seller.

10. All notices required to be given by Buyer to Seller shall be sufficiently given by leaving the same at the Property. Notices given by Seller to Buyer must be given by first class mail or hand delivery at the address of Seller listed on the first page of this Agreement.

11. This Agreement shall be interpreted in accordance with and so as to comply with the laws of Maryland.

12. Buyer and Seller understand and acknowledge that Broker and Broker's agents and employees are not and were not at any time authorized to make any representations respecting this Agreement or the Property other than those expressly set forth herein. Broker and Broker's agents and employees do not assume any responsibility for the condition of the Property or for the performance of this Agreement by any or all parties hereto. By signing this Agreement, Seller acknowledges that Seller has not relied on any representations made by Broker or any agent or employee of Broker, except those representations expressly set forth herein. In the event that any dispute arises under this Agreement between Buyer and Seller resulting in Broker being made a party to any litigation, Buyer and Seller, jointly and severally, agree to indemnify Broker for all costs, attorney's fees and legal expenses incurred by Broker as a result thereof, provided that such litigation does not result in a judgment against Broker for acting improperly under this Agreement.

13. NOTICE TO BUYER: Buyer is hereby advised that the laws of the city or county in which the Property is located may require that Buyer register with appropriate public authorities or obtain a rental or other license before entering into this Agreement.

Witness

Date

Buyer's Signature

Witness

Date

Buyer's Signature

Witness

Date

Seller's Signature

Witness

Date

Seller's Signature

BALTIMORE COUNTY NOTICES AND DISCLOSURES ADDENDUM

Addendum Number _____ To CONTRACT OF SALE (the "Contract") dated _____

BUYER _____

SELLER _____

PROPERTY _____

1 MASTER PLAN: Buyer is hereby advised that the Property, or the area in which the Property is located, may be affected by provisions of the Baltimore County Master Plan 1989-2000. You may wish to review the Master Plan to become fully informed of current and future land use plans, facilities plans, public works plans, or school plans, you should consult the appropriate Baltimore County agency for information regarding such plans.

Buyer acknowledges that Seller has informed Buyer that (a) the property may be affected by provisions of the Master Plan and that Buyer may wish to review the Master Plan, and (b) in order to become fully informed of current and future land use plans, facilities plans, public works plans, school plans, or other plans affecting the Property or locality, Buyer should consult the appropriate state, Baltimore County or other authorities for information regarding such plans.

Buyer's Signature: _____

Buyer' s Signature: _____

2. DEVELOPMENT PLAN: Buyer is hereby advised that the Property, or the area in which the Property is located, may be affected by the provisions of a development plan. To become fully informed of any current development plan affecting the Property, and in order to have an opportunity to review such development plan. Buyer should contact the appropriate Baltimore agency.

3. PANHANDLE LOTS: Buyer is hereby advised that if the Property is a panhandle lot (as defined in Section 26-168 of the Baltimore county Code), the county is not responsible for maintaining the road, removing snow, or providing trash collection along the panhandle driveway.

4 AGRICULTURAL OPERATIONS: If the Property is located in, or within five hundred feet (500') of, an R.C. zone, Buyer is hereby advised that the Property may be subject to inconvenience or discomforts arising from agricultural operations, including, but not limited to: the operation of machinery of any kind (including aircraft) during any 24 hour period; the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. Baltimore County shall not consider an agricultural operation to be a public or private nuisance if the operation complies with all federal, state or county health and zoning requirements and is not being conducted in a negligent manner.

5. NOTICE TO BUYER: PRIVATE WATER SUPPLY/WELL: If the Property is served by, or intended to be serviced by, a private water supply, attach separate Baltimore County Well Water Notice and Addendum.

6. BALTIMORE COUNTY TRANSFER TAX EXEMPTION: Buyer and Seller are hereby advised that the Baltimore County Transfer Tax does not apply to the first Twenty-Two Thousand Dollars (\$22,000.00) of consideration payable for residentially improved owner-occupied real property. Under Baltimore County law, it is presumed that the Buyer will receive the full benefit of this exemption, unless the parties agree to a different apportionment of this benefit.

Buyer and Seller agree that the benefit of the exemption from the Baltimore County Transfer Tax shall be apportioned as follows:

- Full Benefit to the Buyer
- Buyer and Seller to split benefit equally
- Other as follows: _____

NOTICE

**ADDITIONAL INFORMATION CONCERNING ALL REAL PROPERTY ISSUES PERTINENT TO
BALTIMORE COUNTY
MAY BE OBTAINED FROM:**

**BALTIMORE COUNTY INFORMATION OFFICE
8101 Bellona Avenue
Towson, Maryland 21204
(410) 887-3100
FAX (410) 337-8496**

Buyer

Date

Buyer

Date

Seller

Date

Seller

Date

CONTRACTS

Offer Accepted:

Contract is Ratified: (Ratification is the last date that the contract is signed by all parties: both buyer & seller.)

Contracts are wonderful but remember that many more steps must be completed to complete the transaction and make it to settlement.

- ◆ Take out the contract and mark all of the important dates on your calendar.
- ◆ Mark (*) every date deadline starting at the ratification date. Most contracts are written with calendar days not banking days. It is wise to count the days out because if you are one (1) day off you will be out of contract which may give the other party an out if they get cold feet, etc.
- ◆ Date may include but not be limited to the following:
 1. Financing application
 2. Financing Approval (written commitment from lender)
 3. Home Inspection
 4. Home Inspection request of repairs
 5. Seller's response to home inspection
 6. Radon inspection
 7. Radon report of test.
 8. Termite Inspection
 9. Well tests/yield/bacteriological & chemical tests
 10. Septic Inspection
 11. Home sale contingency
 12. Any and all contingencies

- ◆ Set aside time once a week to check with the lender for the buyer to make sure everything is going along smoothly.

Questions to ask Lender:

- ◆ How is their credit?
- ◆ Have all the verifications come in? (job, bank, rent or mortgage history)
- ◆ Has the appraisal been ordered? (appraisal should be ordered within 10 days of buyers loan application.
- ◆ Any problems?
- ◆ Log all of your conversations to include date, time and person spoken to, etc.
- ◆ Find out if the buyer has ordered the title work on your property. This is the buyer's responsibility. Title work can be ordered immediately after the contract is ratified.

As a real estate broker, I have always worked with title companies that will pre-title. Pre-title means ordering the title work ahead of time ensuring that there will be plenty of time to clear up any cloud on the title. If the transaction falls apart for any reason the buyer is not charged.

Most title companies and attorneys are happy to do this. Some attorneys that may only handle a small number of real estate transactions will wait until the loan is approved or possibly as late as the last week before settlement to save costs in case the deal falls through. I do not recommend this. This may not allow enough time to clean up the title before settlement.

What if there is a cloud on the title on something as simple as the previous mortgage was not properly released when you purchased the property? Hopefully you purchased owner's title insurance when you bought your property. Give your title insurance policy information to the attorney or title company. This is the quickest way. If you do not have owner's title insurance contact the title company or lawyer for advice and steps to take.

Logging in dates and touching base with lender and title company on a weekly basis will go a long way to ensure that your settlement will be smooth.

**NOTICE OF BALTIMORE COUNTY WELL WATER LAW FOR
IMPROVED PROPERTY AND WELL WATER TEST ADDENDUM**

ADDENDUM NUMBER: _____ To CONTRACT OF SALE (the "Contract") dated _____
BUYER: _____
SELLER: _____
PROPERTY: _____

Notice of Well Water Law

Since the Property to be purchased by Buyer(s) will be served by a private water supply system as the source of domestic water, the law of Baltimore County requires that, prior to conveyance of such property to any buyer(s), Seller(s) must provide a well with a supply of water meeting the minimum water yield requirements and bacteriological and chemical quality standards of Section 35-37(a) and (b) of the Baltimore County Code (1988 edition). Buyer(s) is further advised that the quantity and quality of water is important and that, unless Buyer(s) specifically executes a waiver of testing for minimum water yield and chemical quality standards, such tests must be made on the well existing on the Property to be purchased by Buyer(s) to determine whether same meets the minimum requirements established by the Baltimore County Code. Any waiver of these testing requirements must be filed by Buyer(s) on the form prescribed by the Baltimore County Code and filed with the Baltimore County Department of Environmental Protection and Resource Management at least six (6) days prior to settlement and/or the date of conveyance to Buyer(s), whichever shall first occur. Any such waiver may be revoked by Buyer(s) upon written notice of such revocation delivered or mailed by certified mail, postage prepaid, return receipt requested, to Seller(s) or Seller's agent at Seller's home or business address or the business address of Seller's agent, within five (5) days of the date of the aforesaid filing with the Bureau of Environmental Services. Date of delivery includes the date of mailing as aforesaid.

Contract Contingent on Test of Well

The buyer, at Buyer's expense within _____ days from the date hereof, shall order and cause yield, chemical and bacteriological tests meeting the applicable requirements of the Baltimore County Code to be conducted on the existing well serving the Property. The Contract is hereby expressly made contingent upon the satisfaction of both of the following conditions:

- (1) the receipt of water yield test results for the well on the Property performed in accordance with the applicable requirements of Baltimore County stating that the well yield is at least a recovery rate of one (1) gallon per minute measured in accordance with the applicable requirements of the Baltimore County Code, and
- (2) the receipt of the results of bacteriological and chemical quality test for the well performed in accordance with the applicable requirements of Baltimore County stating that the chemical and bacteriological content of the water in the well meets the applicable requirements of the Baltimore County Code and is otherwise safe for human consumption.

Upon receipt of the results of all of the required well tests, Buyer shall promptly provide copies to Seller and Broker(s). Should the results of these tests establish that any of the applicable contingencies are not met, then the Contract shall be null and void and all deposit money shall be returned to Buyer upon execution of a disposition of deposit agreement by Buyer and Seller, unless, within ten (10) days of the receipt by Buyer and Seller of the results of these tests, either (a) in the case of failure to meet the yield or chemical quality requirements (but not the bacteriological test requirements which may not be waived) Buyer waives in writing such contingencies by executing a waiver meeting the applicable requirements of the Baltimore County Code and files an effective waiver with the appropriate agency of Baltimore County, or (b) Buyer and Seller execute an addendum to the Contract under which Seller is given a specified period of time within which to attempt to cure the deficiencies and deliver to Buyer, at Seller's expense, the results of new well tests performed in accordance with the applicable requirements of Baltimore County which establish that the deficiency noted in the original well tests has been corrected.

If Buyer and Seller agree to permit Seller to attempt to cure the deficiencies in the well, Seller shall attempt to cure the deficiencies and deliver to Buyer a report of a new well test performed in accordance with the applicable requirements of Baltimore County which establishes that the deficiencies noted in the original well tests have been corrected. If, at the expiration of the specified time period, Seller has not delivered to Buyer the results of a new well test establishing that the deficiencies noted in the original well tests have been corrected, then the Contract shall terminate and be null and void and all deposit money shall be returned to Buyer upon execution of a disposition of deposit agreement by Buyer and Seller.

If Buyer or its agents or contractors damages the Property, the well, any pumps serving the well or any other property of Seller during the exercise of its rights under this Addendum, Buyer shall immediately reimburse Seller for all costs incurred in correcting such damage. If the Contract has been terminated, then the deposit moneys may be retained pending payment to Seller of all such costs.

If Buyer proceeds to settlement, Buyer shall be deemed to have waived and relinquished any and all claims or causes of action against Seller or the Brokers arising from the quality or quantity of the water provided by the private water supply system. Buyer further warrants and represents to Seller and the Brokers that Buyer understands that the only reliable and available means to ascertain the true quantity and quality of water provided by the existing water supply system is by means of professional testing and the Buyer has not and will not rely upon any representation regarding the quantity or quality of this water, whether made by Seller or the Brokers, except those facts disclosed as a result of such professional testing.

Seller

Date

Seller

Date

Buyer

Date

Buyer

Date

CARROLL COUNTY NOTICES AND DISCLOSURES ADDENDUM

ADDENDUM NUMBER _____ To CONTRACT OF SALE (the "Contract") dated _____

BUYER(S) _____

SELLER(S) _____

PROPERTY: _____

Located in Carroll County, Maryland is hereby amended by addition of the following, which is incorporated in and made a part of the Contract of Sale. In the event any of the following provisions are inconsistent with other provisions in the Contract of Sale, the terms and conditions of this Addendum shall supersede such other provisions and shall control.

NOTICE

Information about this property is available in the Carroll County Planning and Development Department. Future uses, past uses and ordinances affecting property uses are included in the:

Record Plat

Carroll County Master Plan

Carroll County Zoning Ordinance

1. **RIGHT TO FARM DISCLOSURE STATEMENT:** This disclosure statement concerns the real property located in the County of Carroll, State of Maryland, as described above. This statement is a disclosure of the existence of the Carroll County Right to Farm Ordinance in compliance with Carroll County Ordinance No. 127 (The Carroll County Right to Farm Ordinance).

SELLER'S STATEMENT: The following are representations made by the seller and are not the representations of the agent(s), if any: This information is a disclosure required by Carroll County. Carroll County allows agricultural operations (as defined in the Carroll County Right to Farm Ordinance) within the county. You 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. Carroll 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. Carroll County has established a 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 questions concerning this policy or the reconciliation committee, please contact the Carroll County Planning & Development Department for additional information. IF YOU DESIRE LEGAL ADV ICE, CONSULT YOUR ATTORNEY.

2. **IMPACT FEES:** Buyer is hereby advised that new home construction in Carroll County is subject to County impact fees. Impact fees are those fees charged by Carroll County to builders to defray the costs incurred by Carroll County to build or improve schools, roads and other infrastructure attendant to new home construction. If you have any questions regarding impact fees, please contact the Carroll County Planning & Development Department for additional information.
3. **CARROLL COUNTY COMPREHENSIVE MINERAL RESOURCE PLAN:** Carroll County has adopted a Comprehensive Mineral Resource Plan. This Plan identifies and ensures that certain areas will be protected for potential current and future economic development of these mineral resources. Buyer may review the Carroll County zoning maps to determine the impact said Mineral Resource Overlay Zone may have on their immediate and future property value and/or the present and future use and enjoyment of their property. For more information Buyer should contact the Carroll County Planning & Development Department.
4. **AIRPORTS, AIRPORT EXPANSION, HELIPORTS & LANDING PATHS:** Buyer is hereby advised that there may be existing and planned future airports, heliports and landing paths in the area of the property you intend to purchase. For information Buyer should inquire with all appropriate County, State and/or Federal authorities.
5. **DEFERRED WATER AND SEWER:** Some properties in Carroll County may be subject to past, current or future deferred public water and sewer charges, required connections, and other related charges. For more information Buyer should contact the Carroll County Bureau of Utilities or the town in which the property is located.
6. **EXISTING & PROPOSED LANDFILL SITES:** Buyer is hereby advised that the above described property may be located in the proximity of an existing, proposed or closed landfill. Buyer may learn about existing, proposed or closed landfills by contacting the Carroll County Health Department.
7. **HIGHWAYS, ROADS, BY-PASSES, TEMPORARY CUL-DE-SACS & ROAD EXTENSIONS:** Buyer is hereby advised that plans for existing and new highways, roads, and by-passes, temporary cul-de-sacs and road extensions are a part of the applicable County Master Plan and Municipal Land Use Plans. Buyer may learn about existing plans, amended plans and proposed new plans and study approved official maps by contacting the Carroll County Planning & Development Department.
8. **SCHOOLS & COLLEGES:** Public and private education is available throughout the county. Information about schools, applications, curriculums, transportation, bus routes and bus schedules are available through the Carroll County Board of Education.

HOWARD COUNTY GENERAL MAPS ADDENDUM

The Residential Contract of Sale between _____ (Seller) and _____ (Buyer), dated this _____ day of _____, 19____, for the sale of Property known as _____

located in Howard County, Maryland, is hereby amended by addition of the following which is incorporated in and made a part of the Contract of Sale. In the event any of the following provisions are inconsistent with other provisions in the Contract of Sale, the terms and conditions of this Addendum shall supersede such other provisions and shall control.

1. GENERAL PLAN MAPS.

A. NOTICE TO BUYER: GENERAL PLAN MAPS AND GENERALIZED ZONING MAP FOR HOWARD COUNTY.

1. If you are purchasing a newly constructed residential dwelling unit ("New Home") or any existing residential dwelling unit ("Resale Home") which is located in Howard County, Maryland, the Seller is required by Section 17.502 of the Howard County Code to notify you that the property being purchased may be affected by plans for roadway capital improvements and land use in Howard County. Current plans for roadway capital improvement and land use in Howard County are contained in the current Howard County General Plan Maps and current Generalized Zoning Map (the "Maps").

2. YOU HAVE THE RIGHT TO EXAMINE THE CURRENT HOWARD COUNTY GENERAL PLAN MAPS AND CURRENT GENERALIZED ZONING MAP.

B. ACKNOWLEDGMENT BY BUYER.

Buyer hereby acknowledges that Seller has notified the Buyer of the Buyer's right to examine the current General Plan Maps and current Generalized Zoning Map for Howard County and Buyer understands that in order to become fully informed of current future roadway improvements and land use plans, Buyer should consult with the Howard County Department of Planning and Zoning, 3430 Courthouse Drive, Ellicott City, Maryland 21043.

C. AVAILABILITY OF MAPS.

If the Property being purchased is a New Home, the Seller is required to have available in a model home or sales office a copy of the current General Plan Maps and Generalized Zoning Map for Howard County. If a model home or sales office is not located in the same subdivision as the Property, the Seller of a New Home shall have a copy of the Maps available at the Property. If the Property being purchased is a Resale Home, a copy of the Maps is available at the Howard County Department of Planning and Zoning, 3430 Courthouse Drive, Ellicott City, Maryland 21043.

D. RESCISSION RIGHTS OF BUYER.

1. If notice of the availability of the General Plan Maps and Generalized Zoning Map is provided to you at the time of or within less than two (2) days before entering into this Contract of Sale, you shall have the right, upon written notice to the Seller, to rescind this Contract and, in the event of such rescission, all deposit money paid by you in connection with this Contract will be returned to you. To be effective, your election to rescind this Contract, as herein provided, must be delivered to the Seller not later than 11:50 p.m. on the second Howard County Government business day immediately following the date of Buyer's acknowledgment of the availability of the Maps for Howard County as evidenced by the signature of the Buyer in this Addendum. If notice of the availability is provided to you more than two (2) days before entering into this Contract, then you shall have no right to rescind this Contract for any reason based upon the contents of the Maps.

2. Buyer hereby acknowledges the Buyer has read this Addendum and is aware of Buyer's rescission rights as set forth in Section 4(a) of this Addendum.

E. FAILURE TO PROVIDE GENERAL PLAN MAPS.

1. Buyer is advised that Section 17.502(c) of the Howard County Code provides that the failure of the Seller to provide notice of the availability of the Maps for Howard County shall not cause this Contract to be invalid, void, voidable or otherwise unenforceable by the Seller or Buyer.

2. Seller is hereby advised that Section 17.504 of the Howard County Code provides that the failure of the Seller to provide notice of the availability of the Maps for Howard County could constitute a violation of Title 24, "Civil Penalties" of Howard County Code and may result in a Class B offense under Title 24 against the Seller.

Date _____

Buyer _____

Date _____

Buyer _____

Date _____

Seller _____

Date _____

Seller _____

Columbia Covenant Compliance Addendum

ADDENDUM NUMBER _____ TO CONTRACT OFFER DATED _____
PROPERTY _____
SELLER(S) _____
BUYER(S) _____

For good and valuable consideration the parties agree as follows:

NOTICE TO BUYER AND SELLER: There are many home owner associations in Howard County, including one of the largest in the state - the Columbia Association. The Columbia Association actively enforces Columbia's Residential Architectural Covenants. The Covenants arc designed to assure Columbia residents of certain standards for land use, architectural design and property maintenance. They establish restrictions which are further interpreted in Architectural Guidelines, published separately by each of Columbia's villages. Specific guidelines vary slightly among the Villages, and each Village has a Covenant Advisor and an Architectural Committee to assist residents in complying with the Covenants of that Village.

In general, when residents wish to alter the exterior appearance of their property in any way or if they wish to establish an in-home business, they must apply for the approval of the Village Architectural Committee. If changes are made to the exterior of a property or if an in-home business is established without Village approval, that property is in violation of the Covenants. Similarly, when a property is not maintained in accordance with the Covenants, it is in violation of the Covenants. Covenant violations are enforced at the Village level; however, if the Village cannot gain compliance, the case may be forwarded to the Columbia Association which may decide to pursue the matter in court or take other action.

Current owners are responsible for maintaining their property in conformance with the covenants, and regardless of the reason for the violation, the responsibility for correcting the violation always rests with the current property owner. Therefore, a buyer could unknowingly purchase a property, subject to an existing violation, and, as the new current property owner, be responsible for correcting it. In order to assist property owners and prospective purchasers, the Villages will, on the written request of the property owner, inspect a property and issue a Covenant Compliance Letter which will either list all existing violations with suggestions for correction, or verify that the property is violation free.

SELLER AGREES TO PROVIDE BUYER WITH A COVENANT COMPLIANCE LETTER VERIFYING THAT THE PROPERTY IS VIOLATION FREE.

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

BUYER _____ DATE _____
BUYER _____ DATE _____

SURVEY APPROVAL FORM

In connection with your purchase or refinancing of the property located at _____, a licensed Maryland surveyor will be engaged to prepare a location drawing. A location drawing is generally satisfactory for the purposes of either purchase or refinancing.

Since a location drawing is not a boundary survey and does not identify property boundary lines, State Regulation: require us to have your approval. Therefore, please return the original of this form promptly so that there will be no delay in settlement.

If you wish, a surveyor can be engaged to perform a boundary survey which includes a location drawing described above. This survey will identify property boundary lines and will mark property boundary corners, and can be used for various purposes; for example, erecting a fence, a garage, or other improvements on the property.

A location drawing will cost approximately \$125.00 to \$150.00. A boundary survey which includes a location drawing will cost approximately \$500.00 to \$2,000.00, but may be either more or less, depending on the nature, size and location of the specific property.

In the event that you select a boundary survey, a formal proposal from a surveyor will be prepared and forwarded to you for your approval.

You have the right to select your own surveyor, however, it is customary for your title company to make the arrangements for you. Unless you indicate below that you intend to hire your own surveyor, we will engage a surveyor on your behalf.

Check Appropriate line:

_____ I/We approve the preparation of a location drawing. I/We have read and understand that, in the absence of any problem revealed by or during the preparation of this drawing, it will be all that is required for settlement.

_____ I/We request a boundary survey that will include a location drawing, and will identify property boundary lines and mark property boundary corners. I/We have read and understand that this may not be required for settlement purposes and will increase the cost of the services.

BUYER/BORROWER _____ Date: _____

BUYER/BORROWER _____ Date: _____

FEDERAL LEAD-BASED PAINT SALES CONTRACT ADDENDUM

To Sales Contract dated _____, 19____, between _____
("Seller") and _____("Purchaser") for the Property located
at _____(Address).

SELLER REPRESENTS AND WARRANTS TO PURCHASER, BROKERS, BROKERS' AGENTS AND SUBAGENTS OF BROKERS, INTENDING THAT THEY RELY 5PON SUCH WARRANTY AND REPRESENTATION, THAT THE PROPERTY WAS ___ OR ___ WAS NOT CONSTRUCTED PRIOR TO 1978. (SELLER TO INITIAL) _____

IF SELLER IS UNABLE TO REPRESENT AND WARRANT THE AGE OF THE PROPERTY, SELLER AGREES TO COMPLY WITH THE REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992.
(SELLER TO INITIAL) _____

If the Property was constructed before 1978, then this Contract is not complete and not ratified unless the Seller has provided each Purchaser with:

- (1) the EPA pamphlet entitled "Protect Your Family From Lead in Your Home";
- (2) a "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form (Seller and all sales agents involved in the transaction are required to retain a copy of this form for three (3) years); and
- (3) a ten (10) day contingency period (or other mutually agreeable time period) for the Purchaser, at Purchaser's expense to conduct a certified risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the Purchaser waives such risk assessment or inspection by indicating such waiver on the Lead-Based Paint and Lead-Based Paint Hazards disclosure form referred to in (2).

(Note: Intact lead-based paint that is in good condition **is not** necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.)

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

Date _____ Seller _____
Seller _____
Date _____ Purchaser _____
Purchaser _____

U. S. Department of Housing and Urban Development

NOTICE TO PURCHASERS OF HOUSING CONSTRUCTED BEFORE 1978.

WATCH OUT FOR LEAD-BASED PAINT POISONING!

If the home you intend to purchase was built before 1978, it may contain lead-based paint. About three out of every four pre. 1978 buildings have lead-based paint

YOU NEED TO READ THIS NOTICE ABOUT LEAD

I

WHAT IS LEAD POISONING?

Lead poisoning means having high concentrations of lead in the body.

LEAD CAN:

- Cause major health problems, especially in children under 7 years old.
- Damage a child's brain, nervous system, kidneys, hearing, or coordination.
- Affect learning.
- Cause behavior problems, blindness, and even death.
- Cause problems in pregnancy and affect a baby's normal development

WHO GETS LEAD POISONING?

Anyone can get it, but children under 7 are at the greatest risk., because their bodies are not fully grown and are easily damaged. The risk is worse if the child:

- Lives in an older home (built/constructed before 1978, and even more .so before 1960).
- Does not eat regular meals (an empty stomach accepts lead more easily).
- Does not eat enough foods with iron or calcium.
- Has parents who work in lead-related jobs.
- Has played in the same places as brothers, sisters, and friends who have been lead *poisoned*. (*lead-poison cannot be spread from person to person. It mines from contact with lead.*)

Women of childbearing age are also at risk because lead poisoning can cause miscarriages, premature births, and the poison can be passed onto their unborn babies.

WHERE DOES IT COME FROM?

The lead hazards that children most often touch are *lead dust*, *leaded soil*, loose chips and chewable surfaces painted with lead-based paint. A child may be harmed when it puts into its mouth toys, pacifiers, or hands that have leaded soft or lead dust on them. Lead also comes from:

- Moving parts of windows and doors that can make Lead dust and chips.
- Lead-based paint on windows, doors, wood trim. walls and cabinets in kitchens and bathrooms, on porches, stair railings, fire escapes and lamp posts.
- Soil next to exterior of buildings that have been painted with lead-based paint and leaded gasoline dust in soil near busy streets.
- Drinking water. (pipes and solder)
- Parents who may bring lead dust home from work on skin, clothes, and hair.
- Colored newsprint and car batteries.
- Highly glazed pottery and cookware from other countries.
- Removing old paint when refinishing furniture.

In recent years some uses of lead in products that could cause lead poisoning have been reduced or banned. This is true for lead in gasoline, lead in solder used in water pipes, and lead in paint. Still, a great deal of lead remains in and around older homes, and lead-based paint and accompanying lead dust are seen as the major sources.

HOW DO I KNOW IF MY CHILD IS AFFECTED?

Is your child:

Cranky?
Vomiting?

Unable to concentrate?
Hyperactive?

Tired?
Unwilling to eat or play

complaining of stomach aches or headaches?
Playing with children who have these symptoms

These can be signs of lead poisoning. However, your children might not show these signs and yet be poisoned; only your clinic or Doctor can test for sure.

WHAT CAN I DO ABOUT IT?

Your child should first be tested for lead in the blood between six months and one year old. Ask the clinic or your doctor to do it during a regular checkup. Your doctor will tell you how often you should have your child tested after that. A small amount of lead in the blood may not make your child seem very sick but it can affect how well he or she can learn. If your child does have high amounts of lead in the blood, you should seek treatment and have your home tested for lead-based paint and lead dust.

HOW DO I KNOW IF MY HOME HAS LEAD BASED PAINT?

The HUD inspection does not determine whether a home actually has lead-based paint. It only identifies whether there is defective paint in a home that *might* have lead-based paint. Therefore, the only way you can know for sure is to have the home tested by a qualified firm or laboratory. Both the interior and exterior should be tested. You should contact your local health or environmental office for help.

WHAT DO I DO IF MY HOME DOES HAVE LEAD?

Do not try to get rid of lead-based paint yourself, you could make things worse for you and your family. If your home contains lead-based paint, contact a company that specializes in lead-based paint abatement. Have professionals do the job correctly and safely. This may cost thousands of dollars, depending on the amount of lead-based paint and lead dust found in your home, but it will also protect you and your children from the effects of lead poisoning. In the meantime, there are things you can do immediately to protect your child:

- Keep your child away from paint chips and dust
- Wet-mop floors and wipe down surfaces often, especially where the floors and walls meet. Be sure to clean the space where the window sash rests on the sill. Keeping the floor clear of paint chips, dust and dirt is easy and very important. Do not sweep or vacuum lead-based *paint chips* or lead dust with an ordinary vacuum cleaner. Lead dust is so fine it will pass through a vacuum cleaner bag and spread into the air you breathe.
- Make sure your children wash their hands frequently and always before eating.
- Wash toys, teething rings, and pacifiers frequently.

WILL HUD INSURE A MORTGAGE LOAN ON A HOME
WITH LEAD-BASED PAINT

HUD will insure a mortgage on a house even if it has lead-based paint. If you purchase a property with lead-based paint, HUD *will not* remove it. You will have to pay for the cost of removal yourself.

ACKNOWLEDGEMENT

I acknowledge that I have received and read a copy of this Notice before signing the sales contract to purchase my property.

Date _____ Signature _____

PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME

**SIMPLE STEPS TO PROTECT YOUR FAMILY
FROM LEAD HAZARDS**

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines)
- ◆ Don't use a belt-sander, propane torch, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead based paint yourself.