



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



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

ADDENDUM # _____ dated 02/24/10 to Exclusive Right to Sell Brokerage Agreement dated 02/24/10, between Owner(s) Lily G Clark and Broker _____ for Property known as 6331 Stonewain Ct, Fort Washington, MD, 20744-3129.

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

- | | | | |
|--|--|---|---|
| INCLUDED | INCLUDED | INCLUDED | INCLUDED |
| <input checked="" type="checkbox"/> Alarm System <i>not active</i> | <input checked="" type="checkbox"/> Exhaust Fan(s) # _____ | <input checked="" type="checkbox"/> Pool, Equip. & Cover | <input type="checkbox"/> Trash Compactor |
| <input checked="" type="checkbox"/> Built-in Microwave | <input checked="" type="checkbox"/> Exist. W/W Carpet | <input checked="" type="checkbox"/> Refrigerator(s) # _____ | <input type="checkbox"/> Wall Oven(s) # _____ |
| <input type="checkbox"/> Ceiling Fan(s) # _____ | <input type="checkbox"/> Fireplace Screen/Doors | <input type="checkbox"/> w/ice maker | <input type="checkbox"/> Water Filter |
| <input type="checkbox"/> Central Vacuum | <input type="checkbox"/> Freezer | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Water Softener |
| <input checked="" type="checkbox"/> Clothes Dryer | <input type="checkbox"/> Furnace Humidifier | <input type="checkbox"/> Screens | <input type="checkbox"/> Window A/C Unit(s) # _____ |
| <input checked="" type="checkbox"/> Clothes Washer | <input type="checkbox"/> Garage Opener(s) # _____ | <input type="checkbox"/> Shades/Blinds | <input type="checkbox"/> Window Fan(s) # _____ |
| <input type="checkbox"/> Cooktop | <input type="checkbox"/> w/remote(s) # _____ | <input checked="" type="checkbox"/> Storage Shed(s) # _____ | <input type="checkbox"/> Wood Stove |
| <input checked="" type="checkbox"/> Dishwasher | <input checked="" type="checkbox"/> Garbage Disposer | <input checked="" type="checkbox"/> Storm Doors | |
| <input checked="" type="checkbox"/> Drapery/Curtain Rods <i>same</i> | <input type="checkbox"/> Hot Tub, Equip. & Cover | <input type="checkbox"/> Storm Windows | |
| <input type="checkbox"/> Draperies/Curtains | <input type="checkbox"/> Intercom | <input checked="" type="checkbox"/> Stove or Range | |
| <input type="checkbox"/> Electronic Air Filter | <input checked="" type="checkbox"/> Playground Equipment | <input type="checkbox"/> T.V. Antenna | |

ADDITIONAL INCLUSIONS (Specify):

EXCLUSIONS (Specify):

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

- | | | | | | |
|-------------------|--|---|---|--------------------------------------|--------------------------------------|
| Water Supply: | <input checked="" type="checkbox"/> Public | <input type="checkbox"/> Well | | | |
| Sewage Disposal: | <input checked="" type="checkbox"/> Public | <input type="checkbox"/> Septic | | | |
| Heating: | <input checked="" type="checkbox"/> Oil | <input type="checkbox"/> Gas | <input type="checkbox"/> Elec. | <input type="checkbox"/> Heat Pump | <input type="checkbox"/> Other _____ |
| Hot Water: | <input type="checkbox"/> Oil | <input type="checkbox"/> Gas | <input checked="" type="checkbox"/> Elec. | <input type="checkbox"/> Other _____ | |
| Air Conditioning: | <input type="checkbox"/> Gas | <input checked="" type="checkbox"/> Elec. | <input type="checkbox"/> Other _____ | | |

Lily G Clark 3-1-10
Owner Lily G Clark Date Owner Date

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MARYLAND PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 6331 Stonewain Ct Fort Washington, MD 20744-3129
Legal Description: Lot 4 Block 26

NOTICE TO SELLER AND PURCHASER

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

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

1. The initial sale of single family residential 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 Subsection 13-207 of the Tax-Property Article, except land installment contracts of sale under Subsection 13-207(11) of the Tax-Property Article and options to purchase real property under Subsection 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.

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

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO OWNERS: Complete and sign this statement only if you elect to disclose defects 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? Since 7/93

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

Water Supply	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Well	<input type="checkbox"/> Other _____
Sewage Disposal	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Septic System approved for _____	(# bedrooms)
Garbage Disposal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Dishwasher	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Heating	<input checked="" type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump Age <u>New JAN 2010</u> <input type="checkbox"/> Other _____
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric <input type="checkbox"/> Heat Pump Age <u>New 1/10</u> <input type="checkbox"/> Other _____
Hot Water	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric Capacity _____ Age <u>5 yrs</u> <input type="checkbox"/> Other _____

HOA
11. OTHER ASSESSMENTS. YES NO UNKNOWN If checked Yes by Seller, Seller acknowledges that the Property is subject to an Assessment in the amount \$ 127 and the frequency of payment is Quarterly and the Assessment is for H.O.A. Dues and payment is made to PROPERTY HOMEOWNERS ASSN. Buyer agrees to assume responsibility for this Assessment as of the Date of Settlement.

12. GROUND RENT. YES NO UNKNOWN If checked Yes by Seller, Seller acknowledges that the 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.

13. UNDERGROUND STORAGE TANK. YES NO UNKNOWN If checked Yes by Seller, Seller acknowledges that the tank is currently In Use Not In Use (check one). Seller further acknowledges that the tank is/was used for _____; If Seller has checked that the tank is not in use, please explain when, where and how the tank was abandoned: There is an oil storage tank under front steps but it is not underground.

14. MUNICIPALITIES. If the Property is located within a Municipality, the name of the Municipality is N/A

15. DISCLOSURE/DISCLAIMER STATEMENT: A property owner may be exempt from Maryland Residential Property Disclosure Act as defined in the Maryland Residential Property Disclosure and Disclaimer Statement. Is Seller exempt from the Maryland Residential Property Disclosure Act? (see page 1 of the attached Maryland Residential Disclosure and Disclaimer Statement for a list of exempted transactions).

YES NO UNKNOWN If no, Seller is required to complete the attached Maryland Residential Disclosure and Disclaimer Statement.

16. OWNERSHIP AND ASSESSMENTS: Homeowners Association with mandatory fees (HOA) Condominium Cooperative. Name of Project/Subdivision: PROPERTY HOMEOWNERS ASSN. Management Company: H & E MANAGEMENT ASSOCIATES, INC. Telephone: 301-248-3353 Assessments/special tax \$ 127 per quarter. Special Assessments: \$ N/A. Are there any assessments approved yet not assessed? YES NO UNKNOWN If yes, amount \$ _____ and explain reason for assessment: _____

17. SMOKE DETECTORS: Seller is advised that it is recommended to have working smoke detectors on all levels with bedrooms. Certain municipalities may have codes exceeding County requirements. In the event of a power outage, an alternating current (AC) powered smoke detector will not provide an alarm. Therefore, the Buyer should obtain a dual-powered smoke detector or a battery-powered smoke detector. Will the smoke detectors in the Property provide an alarm in the event of power outage? YES NO UNKNOWN

18. AVAILABILITY OF HOME WARRANTY: YES NO UNKNOWN

If yes, home warranty paid for and provided at settlement by:

Purchaser Seller

Cost not to exceed \$ _____

Warranty Provider to be _____

Warranty issued for term of _____

19. HEADINGS: The Paragraph headings of this Agreement are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties.

Sally A. Clarke 3-1-10
SELLER DATE

SELLER DATE

BUYER DATE

Lorrie A. Form
Broker (Company Name)

BUYER DATE

David L. Pugh 2/28/10
Broker or Authorized Representative Date

Please indicate your actual knowledge with respect to the following:

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

COMMENTS: _____

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

COMMENTS: _____

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

Type of roof _____ Age: _____

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

COMMENTS: _____

4. Other Structural Systems, including Exterior Walls and Floors:

COMMENTS: _____

Any Defects (structural or otherwise)? Yes No Unknown

COMMENTS: _____

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

COMMENTS: _____

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

COMMENTS: _____

Is the system in operating condition? Yes No Unknown

COMMENTS: _____

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

COMMENTS: _____

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

COMMENTS: _____

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

Yes No Unknown

COMMENTS: _____

Will the smoke detectors provide an alarm in the event of a power outage?

Yes No Does Not Apply

COMMENTS: _____

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

When was the system last pumped? Date: _____ Unknown

COMMENTS: _____

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

COMMENTS: _____

Home Water Treatment System: Yes No Unknown

COMMENTS: _____

Fire Sprinkler System: Yes No Unknown Does Not Apply

COMMENTS: _____

Are the systems in operating condition? Yes No Unknown

COMMENTS: _____

11. Insulation:

In exterior walls? Yes No Unknown

In ceiling/attic? Yes No Unknown

In any other areas? Yes No Where? _____

COMMENTS: _____

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

Yes No Unknown

COMMENTS: _____

Are gutters and downspouts in good repair? Yes No Unknown

COMMENTS: _____

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

COMMENTS: _____

Any treatments or repairs? Yes No Unknown
Any warranties? Yes No Unknown

COMMENTS: _____

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

If yes, specify below.

COMMENTS: _____

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?
 Yes No Unknown

COMMENTS: _____

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

If yes, specify below.

COMMENTS: _____

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

COMMENTS: _____

18. Is the property subject to any restriction imposed by a Homeowners Association or any other type of community association?
 Yes No Unknown If yes, specify below.

COMMENTS: _____

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?
 Yes No Unknown

COMMENTS: _____

NOTE: 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 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 and in the listing of latent defects as set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned owner(s) of the real property 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, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under Section 10-702 of the Maryland Real Property Article.

The owner(s) has actual knowledge of the following latent defects: _____

Owner *Lily A Clark* Date 3-1-10
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 _____





Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards SALES

For the sale of Property at: 6331 Stonewain Ct Fort Washington, MD 20744-3129 Property Address

I. SELLER REPRESENTS AND WARRANTS TO LONG & FOSTER, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (each Seller initial ONE of the following and state Year Constructed):

- Property (all portions) was constructed after January 1, 1978. (If initialed, complete section V only.) Year Constructed: 1978
Property (any portion) was constructed before January 1, 1978. (If initialed, complete all sections.)
Seller is unable to represent and warrant the age of the property. (If initialed, complete all sections.)

SELLER AGREES TO COMPLY WITH REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992.

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

II. Seller's Disclosure (each Seller complete items 'a' and 'b' below)

- a. Presence of lead-based paint and/or lead-based paint hazards (initial and complete (i) or (ii) below):
(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)
(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
b. Records and reports available to the Seller (initial and complete (i) or (ii) below):
(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below)
(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

III. Purchaser's Acknowledgment (each Purchaser initial and complete items c, d, e and f below)

- c. Purchaser has read the Lead Warning Statement above.
d. Purchaser has received copies of all information listed above. (If none listed, check here.)
e. Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.
f. Purchaser has (each Purchaser initial (i) or (ii) below):
(i) Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
(ii) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

IV. Agent's Acknowledgment (initial item 'g' below)

g. Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

V. Certification of Accuracy

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

Seller: [Signature] 3-1-10
Purchaser: _____ Date
Agent: [Signature] 2/28/10
Purchaser: _____ Date