



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 # 2 dated December 16, 2009 to Exclusive Right to Sell Brokerage Agreement dated December 16, 2009, between Owner(s) Charles T Tyeryar, Sr and Broker RE/MAX Realty Group Maureen Nichols/Bonnie Winkler for Property known as 123 Meadowlark Avenue Mount Airy, MD 21771

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 type="checkbox"/> Alarm System | <input checked="" type="checkbox"/> Exhaust Fan(s) # _____ | <input type="checkbox"/> Pool, Equip. & Cover | <input type="checkbox"/> Trash Compactor |
| <input type="checkbox"/> Built-in Microwave | <input type="checkbox"/> Exist. W/W Carpet | <input checked="" type="checkbox"/> Refrigerator(s) # <u>1</u> | <input type="checkbox"/> Wall Oven(s) # _____ |
| <input checked="" 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 checked="" type="checkbox"/> Screens - <u>AS installed</u> | <input type="checkbox"/> Window A/C Unit(s) # _____ |
| <input checked="" type="checkbox"/> Clothes Washer | <input type="checkbox"/> Garage Opener(s) # _____ | <input checked="" type="checkbox"/> Shades/Blinds | <input type="checkbox"/> Window Fan(s) # _____ |
| <input type="checkbox"/> Cooktop | <input type="checkbox"/> w/remote(s) # _____ | <input checked="" type="checkbox"/> Storage Shed(s) # _____ | <input type="checkbox"/> Wood Stove |
| <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> Garbage Disposer | <input type="checkbox"/> Storm Doors | |
| <input checked="" type="checkbox"/> Drapery/Curtain Rods | <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 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: Public Well
Sewage Disposal: Public Septic
Heating: Oil Gas Elec. Heat Pump Other _____
Hot Water: Oil Gas Elec. Other _____
Air Conditioning: Gas Elec. Other _____

Charles Tyeryar
Owner _____ Date
Charles T Tyeryar, Sr

Charles Tyeryar
Owner _____ Date

©Copyright 2005 Maryland Association of REALTORS®, Inc. For use by REALTOR® members of the Maryland Association of REALTORS® only. Except as negotiated by the parties to the Contract, this form may not be altered or modified in any form without the prior expressed written consent of the Maryland Association of REALTORS®, Inc.

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 123 Meadowlark Avenue, Mount Airy, MD 21771

Legal Description: Lot 4H Friendly Acres

NOTICE TO SELLER AND PURCHASER

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

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

- 1. The initial sale of single family residential real property:
A. that has never been occupied; or
B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

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

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO OWNERS: Complete and sign this statement only if you elect to disclose defects, including latent defects, or other information about the condition of the property actually known by you; otherwise, sign the Residential Property Disclaimer Statement. You may wish to obtain professional advice or inspections of the property; however, you are not required to undertake or provide any independent investigation or inspection of the property in order to make the disclosure set forth below. The disclosure is based on your personal knowledge of the condition of the property at the time of the signing of this statement.

NOTICE TO PURCHASERS: The information provided is the representation of the Owners and is based upon the actual knowledge of Owners as of the date noted. Disclosure by the Owners is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Owners as to the condition of the property of which the Owners have no knowledge or other conditions of which the Owners have no actual knowledge.

How long have you owned the property? 1991

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

Water Supply: [X] Public, [] Well, [] Other
Sewage Disposal: [X] Public, [] Septic System approved for (# bedrooms)
Garbage Disposal: [] Yes, [X] No
Dishwasher: [X] Yes, [] No
Heating: [] Natural Gas, [X] Electric, Heat Pump Age 2 yrs
Air Conditioning: [] Oil, [] Natural Gas, [X] Electric, Heat Pump Age 2 yrs
Hot Water: [] Oil, [] Natural Gas, [X] Electric Capacity, Age 2 yrs

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: shingle Age 20yr.
 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: _____
 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 Unknown
 Where? _____
 Comments: _____
12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?
 Yes No Unknown
 Comments: _____
 Are gutters and downspouts in good repair? Yes No Unknown
 Comments: _____

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

Comments: _____
Any treatments or repairs? Yes No Unknown
Any warranties? Yes No Unknown

Comments: _____

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

If yes, specify below
Comments: _____

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

Comments: _____

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

If yes, specify below
Comments: _____

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

Comments: _____

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

Comments: friendly faces 25100

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 it is complete and accurate as of the date signed. The owner(s) further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Owner Charles Tyeryar Date 12/16/09
Charles T Tyeryar, Sr

Owner [Signature] Date 12/16/09

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

Purchaser _____ Date _____

Purchaser _____ Date _____



MARYLAND LEAD PAINT DISCLOSURE AND NOTICE STATEMENT

(Use with contracts for the sale of property constructed prior to 1979)

RE: 123 MEADOWLARK AVE.
Property Address

DISCLOSURE

1. Seller represents that the above described Property may contain lead paint such that said Property may be subject to the Maryland Lead Poisoning Prevention Program Act contained in the Maryland Code, Environment Article, Sections - 6-801et seq. (1996 Repl. Vol) (the "Maryland Lead Act").
2. If Seller has had the subject property inspected pursuant to the Maryland Lead Act, and such inspection revealed conditions which require remedial actions, (i.e., risk reduction obligations), Seller represents as follows:

Seller to check applicable statement(s):

a) Seller has the following outstanding risk reduction obligations:

b) Seller will complete the outstanding risk reduction obligations prior to settlement.

c) Seller will not complete the outstanding risk reduction obligations prior to settlement.

In the event that none of the foregoing boxes have been checked, this shall constitute Seller's representation that either (1) the subject property has not been inspected pursuant to the Maryland Lead Act, or (2) if the subject property has been inspected pursuant to the Maryland Lead Act, either inspection did not result in the imposition of any risk reduction obligations or all risk reduction obligations have been completed.

All outstanding obligations not completed by Seller will become Buyer's responsibility after settlement if the property remains rental property or is converted to rental property.

NOTICE

1. In the event that Buyer intends to occupy the Property, but converts the Property to rental use in the future, Buyer is advised that Buyer must register the property with the Maryland Department of the Environment within 30 days following conversion of the Property to rental Property and will therefore be subject to all requirements of the Maryland Lead Act at the time of such conversion.
2. In the event the Property is currently rented and will continue to be rented, Buyer is advised that Buyer must register the Property with the Maryland Department of the Environment within 30 days of settlement and will be subject to all requirements of the Maryland Lead Act at the time of settlement.

Charles Tyerman
Seller _____ Date

[Signature]
Seller _____ Date

By signing below, Buyer acknowledges receipt of the within Disclosure and Notice Statement prior to ratification of a Contract for the purchase of the subject property.

Buyer _____ Date

Buyer _____ Date

©1999, The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.

Previous editions of this Form should be destroyed.

GCAAR Form #908 - MC
(Previously form #1301 L.2)

Page 1 of 1

9/99

RE/MAX Realty Group 205 E Ridgeville Blvd Mount Airy, MD 21771
Phone: (301) 831 - 5600 Fax: (301) 831 - 7412

Office

Property Address: 123 MEADOWLARK AVE.

Year Constructed 1974

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
Federal Lead Warning Statement**

A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-base paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A tenant must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a buyer conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

Seller's/Landlord's Disclosure

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

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

(ii) CT/NT Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (initial (i) or (ii) below):

(i) / Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead- based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) CT/NT Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's/Tenant's Acknowledgment (initial)

(c) / Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.

(d) / Buyer/Tenant has received the pamphlet *Protect Your Family from Lead In Your Home*.

(e) **Buyer** has (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; or

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

Charles Igenyar
Seller/Landlord Date

Buyer/Tenant Date

Seller/Landlord Date

Buyer/Tenant Date

Maurice 12-16-09
Seller's/Landlord's Agent Date

Buyer's/Tenant's Agent Date



CARROLL COUNTY NOTICES AND DISCLOSURES ADDENDUM

(for use with the MAR Contract of Sale)

The Residential Contract of Sale between _____ (Seller) and _____ (Buyer) dated _____ for the sale of property known as _____ (the 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 (INCLUDING IMPACT FEES ON NEW CONSTRUCTION, SUBDIVISION DETAILS, HIGHWAYS, ROADS, BY-PASSES, TEMPORARY CUL-DE-SACS & ROAD EXTENSIONS, OFF-CONVEYANCE DETAILS SUCH AS INTENDED USE, BUILDING PERMITS AND PROPERTY ACCESS 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

COMMUNITY PLANNERS ARE FAMILIAR WITH THE COMMUNITIES TO WHICH THEY ARE ASSIGNED AND CAN ANSWER YOUR QUESTIONS.

CARROLL COUNTY BUREAU OF COMPREHENSIVE PLANNING - 410-386-2145
BUREAU OF DEVELOPMENT REVIEW - 410-386-2143
225 N. CENTER STREET, WESTMINSTER, MD 21157

1. RIGHT TO FARM DISCLOSURE STATEMENT (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 Bureau of Comprehensive Planning and/or Bureau of Development Review for additional information.

IF YOU DESIRE LEGAL ADVICE, CONSULT AN ATTORNEY.

2. 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 the Property. For more information Buyer should contact the Carroll County Bureau of Comprehensive Planning and/or Bureau of Development Review.

3. AIRPORT EXPANSION, HELIPORTS & LANDING PATHS: Buyer is hereby advised that there may be existing or plans for future airports, heliports and landing paths near the Property. For information Buyer should inquire with all appropriate County, State and or Federal authorities.

THE PARTIES INITIALS ARE FOR ACKNOWLEDGING RECEIPT OF PAGE 1 OF THIS ADDENDUM	_____ Buyer/Date	_____ Buyer/Date	_____ Seller/Date	_____ Seller/Date
---	---------------------	---------------------	----------------------	----------------------

4. DEFERRED WATER AND SEWER: Some properties in Carroll County may be subject to past, current or future water 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.

5. EXISTING & PROPOSED LANDFILL SITES: Buyer is hereby advised that the above described Property may be near an existing, proposed or closed landfill. Buyer may learn about existing, proposed or closed landfills by contacting the Carroll County Health Department.

6. USE-IN-COMMON ROADWAY/DRIVEWAYS AND MAINTENANCE AGREEMENTS: Buyer understands that a Property may be located on a private, use-in-common roadway/driveway. The County has no responsibility with regard to the right to use and maintenance of these roadways/driveways. Therefore, the right to use and the requirements and costs for maintenance should be determined by the Buyer. This information is available through the Public Land Records.

7. HISTORIC DESIGNATIONS: Buyer is hereby advised that if the Property is a designated historic site or is located within a historic district, Buyer acknowledges that, as such, the Property is subject to guidelines and regulations which may limit the extent to which the exterior features of the Property may be modified or altered. Buyer should contact the County Administrative Hearing Office and/or the local town government where the Property is located for further information. If the Property is listed on the national register, Buyer may contact the Maryland Historical Trust at (410)514-7600 for more information.

General Information

All public information pertinent to the Property but not limited to the items described above may be obtained from the Carroll County Office of Public Information and Communications Services at (410) 386-2973.

BUYER HEREBY ACKNOWLEDGES THEY ARE NOT RELYING ON THE DISCLOSURES OR LACK OF DISCLOSURES ON THESE ISSUES BY SELLER OR THE REAL ESTATE AGENT(S) OR BROKER(S) INVOLVED IN THIS SALES TRANSACTION.

BUYER AND SELLER HEREBY ACKNOWLEDGE RECEIPT OF THIS CARROLL COUNTY GENERAL NOTICES AND DISCLOSURES ADDENDUM.

Buyers Signature

Date

Buyers Signature

Date

Sellers Signature

Date

Sellers Signature

Date

This form is the property of the Carroll County Association of REALTORS®, Inc. and is for use by REALTORS® only. Except as negotiated by the parties to the Contract, this form may not be altered or modified in any form, without the prior express written consent of the Carroll County Association of REALTORS®, Inc. The Carroll County Association of REALTORS®, Inc. including its members and employees, assumes no responsibility if this form fails to protect the interest of any party. Each party should seek its own legal, tax, and financial or other advice.