

LEAD-BASED PAINT DISCLOSURE ADDENDUM

SELLER HAS RECORDS OR REPORTS PERTAINING TO LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Property Case #: 241-782273  
Property Address: 63 High Street  
Frostburg Md. 21532  
year Built 1951

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. 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 of any interest in residential real property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller Acknowledgement and Contingency Period

Seller has knowledge regarding lead-based paint and/or lead-based paint hazards. Records, reports and other information are available for downloading and review from the property listing website, and copies have been provided to the Purchaser. Purchaser has a contingency period to withdraw from the contract that expires fifteen (15) calendar days from the date of the Purchaser's signature below. Because the Purchaser had access to lead records, reports and other available information before submission of the bid, the Purchaser may withdraw from the purchase contract by providing written notice of withdrawal on or before the contingency expiration date (as evidenced by the postmark on the Purchaser's notice of withdrawal), but is not entitled to a refund of earnest money, unless the Purchaser obtained an independent lead-based paint inspection or risk assessment performed by a Certified Lead-Based Paint Inspector or Risk Assessor and the Purchaser provides the Seller with a copy of the inspection or risk assessment report.

The records or reports indicate that:

No lead-based paint or lead-based paint hazards were found.

Lead-based paint and/or lead-based paint hazards were found. None of the lead-based paint was deteriorated.

Lead-based paint and/or lead-based paint hazards were found. Some of the lead-based

paint was deteriorated and Seller has already completed the required stabilization. The lead-based paint stabilization plan and the lead clearance report are available for downloading from the property listing website, and have been provided to the Purchaser as evidenced by the signature(s) below. No further stabilization is planned.

\_\_\_\_\_ Lead-based paint and/or lead-based paint hazards were found. Some of the lead-based paint was deteriorated. Seller has caused a lead-based paint stabilization plan and cost estimate to be prepared. The lead-based paint stabilization plan and cost estimate are available for downloading from the property listing website, and have been provided to the Purchaser as evidenced by the signature(s) below.

**Financing Type (Selling Broker to initial applicable item)**

\_\_\_\_\_ No FHA Financing: If the purchase of this property is not being financed with an FHA-insured loan, the Seller will not complete any additional lead-based inspection, beyond that which has already been conducted, paint stabilization or clearance. The Purchaser has a contingency period, which expires 15 days from the date of the Purchaser's signature below, to review records and reports provided by the Seller and to conduct an independent inspection or risk assessment.

\_\_\_\_\_ Any FHA Financing, and no deteriorated lead-based paint was found.

\_\_\_\_\_ Any FHA Financing Except 203(k): This property is being sold with FHA insured financing under a program other than a 203(k) Rehabilitation Mortgage and, as disclosed above by the Seller, deteriorated lead-based paint was found. If the Seller has not already done so, the Seller agrees to procure a visual assessment and lead-based paint inspection and stabilize the deteriorated lead-based paint in accordance with the stabilization plan and obtain lead clearance before the settlement date or any extensions thereof.

\_\_\_\_\_ FHA 203(k) Financing: This property is being sold subject to a 203(k) Rehabilitation Mortgage and, as disclosed above by the Seller, deteriorated lead-based paint was found and the Seller has not already completed stabilization and clearance. The Purchaser shall stabilize the deteriorated lead-based paint as part of its work plan for the property rehabilitation and shall obtain lead clearance before occupancy. Purchaser shall complete the 203(k) Rehabilitation Financing Lead Agreement form.

**Purchaser Acknowledgement (initial applicable items)**

\_\_\_\_\_ Purchaser has received the EPA-approved pamphlet "Protect Your Family From Lead In Your Home."

\_\_\_\_\_ Seller has provided, and Purchaser has received, copies of the records and reports available to the Seller. A list of lead-related records and reports is attached.

\_\_\_\_\_ Purchaser has received a 15-day opportunity to conduct a lead-based paint inspection or risk assessment for the presence of lead-based paint and/or lead-based paint hazards.

Selling Broker Acknowledgements (initial)

\_\_\_\_\_ Selling Broker is aware of his/her responsibility to ensure compliance with the disclosure of information concerning lead upon the transfer of residential property in 42 U.S.C. 4852d.

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.

\_\_\_\_\_ (Purchaser) \_\_\_\_\_, 20\_\_ (date)

\_\_\_\_\_ (Co-Purchaser) \_\_\_\_\_, 20\_\_ (date)

\_\_\_\_\_ (Selling Broker) \_\_\_\_\_, 20\_\_ (date)

*Stan Sanders* (Seller) *7/13*, 2009 (date)