## Seller's Disclosure Statement

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Property Address		10300 Ti	mber Ridge Street	Dr ·		ilan e or Township	N	<u>IICHIGAN</u>
disclosure of the conditexpertise in construction or the land. Also, unles	tion and information n, architecture, engi s otherwise advised NOT A WARRAI	concerning to neering or any l, the Seller h	of the condition of the property, know y other specific are as not conducted a Y KIND BY THE	the property in compliance on by the Seller, Unless of a related to the construction of generally SELLER OR BY ANY AOR WARRANTIES THE B	with the Selle therwise advise on or condition inaccessible AGENT REPR	r Disclosure And the Seller of the improvements such as ESENTING 1	does not ements on the founda HE SELLI	the property ation or roof.
makes the following rep Seller's Agent is require	oresentations based d to provide a copy in connection with a of the Seller's Ag	on the Seller' to the Buyer on any actual or a	s knowledge at the or the Agent of the enticipated sale of	ne knowledge that even the signing of this document Buyer. The Seller authorize property. The following are is a disclosure only are	t. Upon receivir es its Agent(s) e representatior	ig this statem to provide a c is made sole	ent from th copy of this lv bv the S	e Seller, the statement to eller and are
if additional enace is rec	quired. (4) Complete DWN, FAILURE TO	this form you PROVIDE A F	rself. (5) If some ite PURCHASER WIT	nditions affecting the propens do not apply to your p	roperty, check	NOT AVAILA	BLE. If you	do not know
Appliances/Systems/S agreement so provides.)	ervices: The items	below are in v	working order. (The	items listed below are inc	cluded in the sa	le of the prope	erty only if t	the purchase
Range/oven Dishwasher Refrigerator	Yes N	o Unkno	own Not Available	Lawn sprinkler system Water heater Plumbing system	Yes X	No •	Unknown	Not Available
Hood/fan Disposal TV antenna, TV rotor & controls				Water softener/ conditioner Well & pump Septic tank & drain field	X X			
Electric System Garage door opener & remote control Alarm system	<u>x</u> =			Sump pump  City water system  City sewer system	<u>X</u>			*
Intercom Central vacuum Attic fan				Central air conditioning Central heating system Wall furnace	X		<u> </u>	X
Pool heater, wall liner & equipment Microwave Trash compactor	<u> </u>		<u>X</u>	Humidifier Electronic air filter Solar heating system	<u> </u>			X (IT)
Ceiling fan Sauna/hot tub Washer	X		<u>_</u>	Fireplace & chimney Wood burning system Dryer	<u>X</u>			X
Explanations (attach add	litional sheets, if nec	essary):						
UNLESS OTHERWISE BEYOND DATE OF CL	AGREED, ALL HO	DUSEHOLD A	PPLIANCES ARE	SOLD IN WORKING ORI	DER EXCEPT	AS NOTED, Y	WITHOUT	WARRANTY
Property conditions, in 1. Basement/Crawl If yes, please exp	space: Has there b	ditional inforr een evidence o	nation: of water?			yes		no
<ol> <li>Insulation: Description</li> <li>Urea Formaldehyo</li> <li>Roof: Leaks?</li> </ol>	ribe, if known: de Foam Insulation (	UFFI) is install	ed?		unknown	yes		no
Approximate age  4. Well: Type of we Has the water bee If yes, date of las	II (depth/diameter, a en tested?	age and repair	history, if known):			yes		no
PAGE 1 OF 2						BUYER'S		45

FORM H JAN/06

Real Estate One, Inc - Ann Arbor 555 Briarwood Cir Ste 333 Ann Arbor, MI 48108 Phone: 734.996-0000 Fax: 734.661-0102 Tom Stachler Phone: 734.996-0000

Fax: 734.661-0102

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

10300 TimberRi

### Seller's Disclosure Statement

Septic tanksidrain fields: Condition, if known: 6. Heating system: Type-coprorimate age: 7. Plumbing system: Type-coprorimate age: 8. Plumbing system: Type-coprorimate age: 9. Any common mass' (facilities like pools, tennis outs, walkways or other greas co-owned with others), or a himmounder and only a subscript over the property? 9. Stituting flooring, drainage, structural or grading problems? 9. Stituting, flooring, drainage, structural or grading problems? 9. Any outstanding untilly assessments or fees; including any natural gas main advasion surcharge? 9. Any outstanding untilly assessments or fees; including any natural gas main advasion surcharge? 9. Any outstanding untilly assessments or fees; including any natural gas main advasion surcharge? 10. Any outstanding municipal assessments or fees; including any natural gas main advasion surcharge? 10. Any outstanding municipal assessments or fees; including any natural gas main advasion surcharge? 10. Any outstanding municipal assessments or fees; including any natural gas main advasion surcharge? 10. Any outstanding municipal assessments or fees; incl	Prop	perty Address:	10300	Timber	Ridge	Dr ·		Mi	.lan		<u>MICHIGAN</u>
6. Heating system: Type copporamate age:	•							City, Village	or Townsh	ip .	
7. Pilmbing system; type: copper   gawanazea   onter		Septic tanks/drain fields: Conditi	on, if known:								····
Any known problems?  Electrical system: Any forom problems?  Electrical system: Any forom problems and problems?  Electrical system: Any forom problems are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbeator, radion gas, formaldeflyde, lead-based paint, fuel or chemical storage tanks and contaminated soil or property.  If yes, please explain:  If Prod Insurance: Do you have flood insurance on the property?  If yes, please explain:  If Prod Insurance: Any ou award of any of the following:  Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose understand the property of		Heating system: Type/approxima	te age:	galvani	7ed	oth	er			<u> </u>	
8. Electrical system: Any known problems? 10. Environmental problems: Any vou aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestors, radion gas, formaticity, lead-assed paint, fuel or chemical storage tanks and contaminated soil on property.  11. Flood insurance: Do you have flood insurance on the property? 12. Mineral Rights: Do you own the mineral rights?  13. Preduces of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveweys, or other features whose use unknown yes no property of the following:  14. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveweys, or other features whose use unknown yes no property?  15. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveweys, or other features whose use unknown yes no property?  16. Any increachments, essements, zoning violations or nonconforming uses?  17. Any increachments, essements, zoning violations or nonconforming uses?  18. Any frommon areas d'(actions) cutters (actively sold or the property?  18. Structural modifications, sterations or repairs made without necessary permits or licensed contractors?  18. Structural modifications, sterations or repairs made without necessary permits or licensed contractors?  18. Major dramage to the property from fire, wind, floods, or landstides?  18. Any underground storage fanks?  18. Fearm of ram operation in the violinty, or proximity to a landfill, alrond, shooting range, etc.?  18. Any underground storage fanks?  18. Fearm of ram operation in the violinty, or proximity to a landfill, alrond, shooting range, etc.?  19. Any outstanding municipal assessments or fees?  10. Any outstanding municipal assessments or fees?  11. Any pending ligitation that could affect the property or the Seller's right to convey the property?  18. Seller has lived in the resistence on the property from fire wit	7.	Any known problems?					٠٠			•	
9. History of Infestation, if any: (termites, carpenter anis, etc.) Environmental problems: Any our wave of any substances materials or products that may be an environmental hazard such as, but not imited to, asbestos, radion gas, formatidetydo, lead-based paint, fuel or chemical storage tanks and conteminated soil on property.  If yes, please explain:  11. Flood insurance: Do you have flood insurance on the property?  12. Mineral Rights: Do you own the mineral rights?  13. Flood insurance: Do you have flood insurance on the property?  14. Mineral Rights: Do you own the mineral rights?  15. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features who are responsibility for manitemance may have an affect on the property?  16. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features who are responsibility for manitemance may have an affect on the property?  17. Any encroactiments, asserments, zoning violations or nonconforming uses?  18. Selling, flooding, driences, including any problems?  18. Selling, flooding, driences, structural or greding problems?  18. Selling, flooding, driences, structural or greding problems?  18. Any outstanding will yes assessments or fees, including any natural gas main extension surcharge?  19. Any outstanding municipal assessments or fees, including any natural gas main extension surcharge?  10. Any outstanding municipal assessments or fees.  11. Any outstanding municipal assessments or fees.  12. Feature of me operation in the vicility or proximity to a landfill, elipord, shoeling range, etc.?  13. Any pending illigiation that could affect the property or the Sellier's right to convey the property?  14. Any pending illigiation that could affect the property or the Sellier's right to convey the property?  15. Any pending illigiation that could affect the property or the Sellier's right to convey the property?  16. Any outstandin	8.	Electrical system: Any known pro	blems?								
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If yes, please explain:    If yes, please explain:	10	Environmental problems: Are you	ou aware of	any substa	ances, mate	eriais or pro	ducts that may anke and contain	sinafad eoil on n	roperty		
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If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary:    If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary:	10	Any outstanding municipal assessm	nents or fees	2				unknown	y	es	- no -
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Disclaimer: This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse	Disc	laimer: This form is provided as	a service of	the Michig	an Associa	tion of REA	LTORS®. Pleas	se review both	tne torm a R) is not res	na detalls o ponsible for	r the particular use or misuse
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PAGE 2 OF 2

# **Real Estate One**



# LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE OF INFORMATION FOR RESIDENTIAL SALES

**PURPOSE OF THIS STATEMENT:** The information provided in this statement is required to be provided by all sellers of residential housing built before 1978. This statement is required by the Residential Lead-Based Hazard Reduction Act of 1992 (42 U.S.C. 4582d).

roperty Address:	10300 Timber		Milan	48160
. ,	(Stree	t)	(City)	(Zip Code)
•	<b>.</b>	tructed after January 1, 1	978: (Seller must initial one.)	
	Yes _	No	Unknown	-
(If Yes is initial	,	•	below, otherwise, complete	the following
	and sign below.)	· .		
EAD WARNING STATEM			·	
nat such property may pro eveloping lead poisoning earning disabilities, reduc particular risk to pregnar	esent exposure to lead.  Lead poisoning in you ed intelligence quotient of women. The seller of ation on lead-based pai	from lead-based paint that ing children may produce , behavioral problems an any interest in residentia nt hazards. A risk assess	dential dwelling was built prior at may place young children at permanent neurological dam id impaired memory. Lead point real property is required to parent or inspection for possible	at risk of age, including isoning also poses provide the
SELLER'S DISCLOSURE (	Initial)			
Buf P	resence of lead-based	l paint or lead-based pa	aint hazards <i>(Check <u>a</u> or <u>b</u> be</i>	elow):
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		,		
(b	Seller has no know housing.	vledge of lead-based pair	nt and/or lead-based paint haz	ards in the
Attanto R	ecords and reports av	ailable to Seller: (Chec	k <u>a</u> or <u>b</u> below):	
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seller must 4	seller acknowledges th	•	ed Seller of Seller's obligations of form.	on under

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	4.	Purchaser has receiv	ed copies o	all information listed a	bove and the attached
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	5.	Purchaser has receiv	ed the pami	hlet <i>Protect Your Famil</i>	ly From Lead in Your Home.
rchaser			• · · · · · · · · · · · · · · · · · · ·	*	
ust Initial)		·			•
#				Fig.	
	6.	As set forth in the Of	fer to Purch	ase, Purchaser has (Che	eck <u>a</u> or <u>b</u> below):
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		paint hazards.			p = k
		OR		to the determinant	
•					or inspection for the presence of
		lead-based pain	t and/or lead	based paint hazards.	
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# RESPONSIBILITIES OF SELLERS UNDER RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT

Federal law now imposes the requirements listed below on sellers of residential housing built prior to 1978. --

- 1. Seller must disclose the presence of any lead-based paint hazards actually known to Seller. This disclosure must be made prior to Seller's acceptance of Purchaser's offer. An offer may not be accepted until after the disclosure requirements are satisfied and Purchaser has had an opportunity to review the language, and to amend the offer, if Purchaser wishes.
  - a. If Seller is aware of the presence of lead-based paint and/or lead-based paint hazards in the property being sold, the disclosure must include any information available concerning the known lead-based paint and/or lead-based paint hazard, including the following:
    - i. Seller's basis for determining that lead-based paint and/or lead-based paint hazards exist;
    - ii. The location of the lead-based paint and/or lead-based paint hazards; and
    - iii. The condition of the painted surfaces.
  - b. If a lead-based paint hazard is not known to Seller, the disclosure must include a statement disclaiming such knowledge.
  - c. Seller must provide a list of any records and reports available to Seller pertaining to lead-based paint and/or lead-based paint hazards, copies of which must be provided to Purchaser. (If no such records or reports exist, the disclosure statement should affirmatively so state.)
  - d. The disclosure must include the government-mandated**Lead Warning Statement**, found on page one of this form.
- 2. Seller must provide Purchaser with a copy of the federal pamphlet entitled Protect Your Family From Lead In Your Home. A copy of this pamphlet is available from your REALTOR®.
- 3. Seller must permit Purchaser a ten (10) day period (unless the parties mutually agree, in writing, upon a different period of time) to have the property tested for lead-based paint before Purchaser becomes obligated under the Sales Contract.

A civil fine of \$10,000 may be levied against any seller or real estate agent who fails to live up to the obligations imposed by this law.

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## Standard Addendum

To the Buyer(s): This document contains important information concerning the referenced Property. You are urged to review its contents carefully.

File#

2321302

Property Address:

10300 Timber Ridge Drive

Milan. MI 48160

This Addendum supersedes and overrides any conflicting clauses or statements in the attached Agreement.

#### Ownership:

The terms and conditions of this agreement which apply to Seller are SUBJECT TO the Seller becoming owner.

#### Earnest Money; Default; Brokers:

In the event of a default in consummating this purchase by the Buyer(s), it is agreed that any earnest money or deposit shall be retained by the Seller as liquidated damages. Any provisions of the attached Agreement (i) with respect to any payments or amounts due to brokers; and/or (ii) agreeing to indemnify or hold Broker harmless with respect to any matters are null and void. Broker compensation and relationship is governed exclusively by the Listing Agreement between Seller and Listing Broker.

#### Insurance Premiums:

Insurance premiums shall not be prorated. All existing insurance policies will be canceled at the time of closing.

#### Taxes / Assessments / Bonds / Homestead Exemptions:

Tax, assessment, and bond prorations shall be based on the last known bill or upon the tax assessor's latest valuation and the current tax or assessment rate, and shall be prorated at the time of closing. If it is common practice and/or local custom to have no prorations at the closing there shall be no prorations. There will be no re-proration or readjustment of taxes based on actual statements after the date of closing. The seller represents that it has no knowledge, actual or constructive, as to whether or not a homestead exemption applies to the property.

This paragraph shall supersede and override any other clauses or statements in this agreement that concern taxes, assessments or bonds.

#### Mortgage:

Should the lender's commitment be conditioned on any repairs, the Seller reserves the right to cancel this agreement, and return all earnest money deposits to the Buyer(s) with no further obligation by Seller. Buyers



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assume all risk of any changes in the interest rate and mortgage discount points, and agree to close this transaction, regardless of any such changes.

#### Arbitration:

Seller does not agree to participate in any arbitration or mediation in the event of any dispute arising from this transaction.

#### Disclosure:

Buyer(s) agree to execute the attached Seller's Real Estate Disclosure Acknowledgment, as a part of this agreement. At closing to confirm having had an opportunity to review their contents, Buyer(s) shall re-sign the Sellers Real Estate Disclosure Acknowledgment.

#### Condition:

Buyer(s) acknowledge that Seller the property is the subject of a relocation transaction, and that Seller is not and has never been a occupant of the property and has limited first-hand knowledge of the property.

Neither Seller nor Seller's agent has made any warranties or representations, either expressed or implied (except as may have been given to the Buyer(s) in writing), as to the condition of the premises. No representations or warranties made by seller shall survive the closing. Buyer(s) acknowledge that they have the opportunity to inspect the property or have the same inspected by others on their behalf. Except for any repairs specifically required to be made by Seller in accordance with the terms of this Agreement, or attached hereto, Buyer(s) understand that they are purchasing the property in "As-Is" condition, subject only to any specific items set forth in this Agreement.

Naturally occurring radon, molds, fungi, spores, pollens and/or botanical substances, or other allergens (e.g., dust, pet dander, insect waste material, etc.) may be found in a home, including radon and mold. In addition, certain building materials (such as asbestos, urea-formaldehyde foam insulation ("UFFI") and drywall—also known as wallboard, gypsum board or plasterboard manufactured in China ("Chinese Drywall")) have been linked to health concerns and/or property damage. Collectively, these are all referred to as "Substances." Buyer(s) acknowledge and accept that Seller does not in any way disclose (except as expressly set forth in any other documents provided to you by Seller), warrant or indemnify indoor air quality conditions (including the presence or absence of Substances) at the property and is not responsible in any way for conditions that may exist at the property or health problems or property damage that might develop from or be related to such conditions. Buyer(s) agree to indemnify and hold Seller and prior owners, harmless from any claims raised after the closing transaction relating to the presence or non-disclosure of Substances in the property (said indemnity to include attorneys' fees). Buyer(s) are directed to consult the U.S. Environmental Protection Agency website at www.epa.gov or the equivalent state environmental/health services agency if additional information concerning indoor air quality and Substances is desired.

Buyer(s) acknowledge that they have, per the terms of this Agreement, the opportunity to verify any inspections or matters disclosed on a Real Estate Disclosure, or perform their own inspections to the property. Buyer(s) shall report, in writing, the results of any such inspection(s), and repair requests. Buyer(s) shall supply Seller with a copy thereof, within ten (10) days after acceptance of this Agreement. Failure to do so shall be deemed a waiver of the Buyer's right to inspect and request repairs otherwise permitted under this Agreement. In the event of any claim or demand by Buyer(s), as a result of Buyer's inspection(s), the Seller shall have the option of:

- 1. Making said items operational or functional, agreeing to the expense in writing, or
- 2. Giving the Buyer(s) a credit for items, agreeing to the credit in writing, or





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### 3. Canceling this Agreement and refunding the Buyer's earnest money or other deposit.

In any case, Seller shall not be responsible for the quality of any repairs which may be required, and Buyer(s) agree to look solely to the person or company performing any such repairs. If a credit is given, Buyer(s) agree to sign a release. If Buyer and Seller cannot agree on the amount of the credit, Seller may elect Option 3. above and cancel this Agreement.

In order for the Buyer(s) to verify that the property is in the same physical condition, ordinary wear and tear excepted, as at the signing of this agreement, Buyer(s) have the right to make a final walk-through no later than seventy-two (72) hours prior to scheduled closing and shall inform Seller in writing of any objections within twenty-four (24) hours thereafter.

#### Closing:

Buyer(s) acknowledge that title to the property may be conveyed by someone other than Seller. Buyer(s) agree that the closing process shall be handled by Seller's closing agent, unless Buyer's lender, if any, requires otherwise.

If Buyer(s) pays for both the owner's and the lender's title insurance policies, Buyer is free to select the title insurance provider of Buyer's choice and should contact Seller to confirm the title insurance provider selected. If Seller pays for Buyer's owner's title insurance policy, Seller may choose the title agent to issue such policy. Buyer may elect either to use the same title agent to issue the lender's title insurance policy or to select an alternative title insurer or agent. If Buyer selects an alternative title insurer or agent to issue the lender's title insurance policy, Buyer should contact Seller to confirm the title insurance provider selected.

The closing of this sale and acceptance of a deed by Buyer(s) shall constitute acknowledgment that the condition of the premises and systems contained therein are acceptable and Seller shall have no further responsibility or obligation concerning the property, and Buyer(s) waive all rights they may have concerning the condition of the property.

Any and all credits granted by the Seller to the buyer must appear on the HUD-1 Closing Statement. Seller shall not have any obligation to grant any credit that does not appear on the HUD-1 Closing Statement.

#### Acceptance:

This Agreement is subject to Seller's approval, which shall be evidenced only by full execution of this Addendum.

Please fax this docume

203-749-5356



**Special Provisions:** 

Notwithstanding anything to the contrary in the attached Agreement:

- (a) The Effective Date of the Agreement and this Addendum shall be the date that the Seller signs this Addendum;
- (b) Seller's correct, legal name for all purposes related to this Agreement is as shown on the signature line of this Addendum;
- (c) All personal property that conveys with the Property is sold "as is" and with no value;
- (d) Any assignment of the Agreement by Buyer (via either an assignment or naming a nominee) requires Seller's consent, which Seller may with hold in its sole discretion. Even if Seller's consent is given, the Buyer named herein shall remain fully obligated under the Agreement unless and until the Agreement has been fully performed by or on behalf of Buyer;
- (e) Seller shall not make any payment related to any closing date delays; and

  (f) MLS information/items (for example, square footage, school districts, buyer incentives, inclusions, agent incentives) are not part of the Agreement unless expressly stated in the Agreement or this Addendum.

  Seller: Cartus Financial Corporation

  Buyer Date: By Date:

PAGE 5 IS REQUIRED ONLY FOR HOMES LOCATED IN HI, OK, OR KS.

Home:

Co-Buyer Phone Numbers: REQUIRED

Work:



**Buyer Phone Numbers: REQUIRED** 

Work:

Home: