

33. BOUNDARY, POSSESSION, OR OTHER DISPUTES

Are there any pending or threatened legal proceedings against or involving the property or your right to ownership, use or possession of any part of the property? Yes No Unknown N.A.

Explain: _____

Has anyone suggested or asserted or have the right to assert, any claim against the ownership, use or possession of any part of the property? Yes No Unknown N.A.

Explain: _____

Are all structures, shrubs, driveways within the boundaries of the property as described in the deed? Yes No Unknown N.A.

Explain: _____

34. ZONING:

Is the current use a permitted use under the current zoning regulations? Yes No Unknown N.A.
Classification? _____ If no, explain: _____

Is the current use non-conforming in any way? Yes No Unknown N.A.

Does the structure meet the current setback and sideline requirements? Yes No Unknown N.A.

If no, did it conform with the setback requirements with built? Yes No Unknown N.A.

Have you applied for, been granted or denied any permit or variance on this property? Yes No Unknown N.A.

Explain: _____

Have you ever received any notices of zoning violations? Yes No Unknown N.A.

Explain: _____

35. BUILDING PERMITS:

Has there been an improvement or repair to the property during the current ownership exceeding \$1,000 in cost? Yes No Unknown N.A.

If so, list: new windows and carpeting

Were permits obtained? Yes No Unknown N.A.

Are you aware of any building code or sanitary code violations? Yes No Unknown N.A.

If yes, explain: _____

36. SOIL REPORTS:

Are percolation, hazardous waste, etc. reports available for inspection by the Buyer? Yes No Unknown N.A.
IF SO, ATTACH APPLICATION COPIES and list type of report and date here: _____

37. FLOOD PLAIN:

Is the property or any part of the property within a Flood Plain? Yes No Unknown N.A.
Are you required to carry Flood Plain Insurance? Yes No Unknown N.A.

38. STANDING WATER:

Is there any standing water on the property? Yes No Unknown N.A.

39. WETLANDS:

Is the property or any part of the property within Wetlands? Yes No Unknown N.A.

Explain: _____

Is the property subject to a Conservation Commission Order of Conditions? Yes No Unknown N.A. IF SO, ATTACH COPY

40. POOLS & EQUIPMENT: Type of swimming pool _____

Have you ever experienced any problems? Yes No Unknown N.A.

If yes, explain: _____

Maintenance history: _____

Was permit obtained for the pool? Yes No Unknown N.A.

41. SMOKE DETECTOR :

Yes No Portable Hard-wired

CARBON MONOXIDE DETECTOR: Yes No Portable Hard-wired

NOTE: Seller is required to provide a certificate prior to closing.

42. RENTAL INFORMATION:

a. Is the property subject to rent control, regulation or review? Yes No Unknown N.A.

b. If no, reason: Exempt Decontrolled Other

c. If yes, list maximum rents _____

d. Are there written leases in effect? Yes No Unknown N.A.

e. If rented, lease periods/tenancy at will _____
rents \$ _____ /month _____

ATTACH ANY LEASES, RENTAL AGREEMENTS, TENANT CORRESPONDENCE, STATEMENTS OF CONDITION, ETC.

f. If rented, owner is holding:
i. last month's rent: Amount \$ _____

ii. security deposit in escrow: Amount \$ _____

g. If rented, has interest been paid on last month's rent/security deposit?
Date ____ / ____ / ____ Amount _____

BUYER'S INITIAL _____

SELLER'S INITIAL HDR JR _____ 4

43. OTHER MATERIAL INFORMATION:

Is Seller aware of any other information concerning any part of the property which might affect the decision of a Buyer to buy or affect the value of the property or its use by a Buyer? Yes No Unknown N.A.

Explain: _____

Are you aware of any town plans that would effect the property? Yes No Unknown N.A.

Explain: _____

44. ADDITIONAL COMMENTS SECTION (If additional space is needed, attach sheet)

ENVIRONMENTAL AND OTHER DISCLOSURES

The following clauses are provided for descriptive purposes only. For detailed information, consult the Massachusetts Department of Public Health, the Massachusetts Department of Environment Protection, or other appropriate agency, or your attorney.

- A. **Flood Hazard Insurance Disclosure Clause.** The lender may require Flood Hazard Insurance as a condition of the mortgage loan, if the lender determines that the premises is in a flood hazard zone.
- B. **Chlordane Disclosure Clause.** Pesticide products containing chlordane were banned in Massachusetts on June 11, 1985, following a determination by the Department of Food and Agriculture that the use of chlordane may cause unreasonable adverse effects on the environment including a risk of cancer. Although existing data does not conclusively prove that significant health effects have occurred as a direct result of chlordane use, the long-term potential health risks are such that it is prudent public health policy, according to the Department, to eliminate the further introduction of chlordane into the environment.
- C. **Urea-Formaldehyde Foam Insulation Disclosure Clause.** The Buyer acknowledges that s/he/they has/have been advised that Urea Formaldehyde Foam Insulation (UFFI) has been declared by the Massachusetts Department of Public Health (DPH) to be a banned hazardous substance and that new installation is prohibited. Where UFFI was previously installed, the Seller is required to advise the Buyer (1) where such UFFI is located and, if known, when it was installed; (2) a copy test results concerning the air level of formaldehyde; and (3) a copy of information form the DPH concerning UFFI and formaldehyde levels. Under certain circumstances the cost of removal may be reimbursed. Exposure to hazardous levels of formaldehyde may cause personal injuries, including headaches, nausea or cancer. The Buyer acknowledges that s/he/they has/have been advised to consult the DPH or her/his/their attorney for further information.
- D. **Asbestos Disclosure Clause.** The United States Consumer Product Safety Commission has maintained that asbestos materials are hazardous if they release separate fibers which can be inhaled. Asbestos is a common insulation material on heating pipes, boilers, and furnaces. It may also present in certain types of floor and ceiling materials, shingles, plaster products, cements and other building materials. The Buyer may have the property professionally inspected for the presence of asbestos and if repair or removal of asbestos is desired, proper safety guidelines must be observed.
- E. **Lead Paint Disclosure Clause.** Whenever a child under six years of age resides in any residential premises in which any paint, plaster, or other accessible material contains dangerous levels of lead, the owner is required by law, to remove said paint, plaster or cover with appropriate materials so as to make it inaccessible to a child under six years of age. Consumption of led is poisonous and may cause serious personal injury. Whenever such residential premises containing dangerous levels of lead undergoes a change of ownership, and, as a result, a child under six years of age will become a resident, the new owner is required by law to remove said paint, plaster or cover with appropriate materials so as to make it inaccessible to such child.
- F. **Hazardous Material Disclosure Clause.** In certain circumstances Massachusetts law can hold an owner of real estate liable to pay for the cost of removing hazardous or toxic material from real estate and for damages resulting from the release of such materials, according to the Massachusetts Oil and Hazardous Material Release and Response Act, General Laws, Chapter 21E. The Buyer acknowledges that s/he/they may have the property professionally inspected for the presence of, or the substantial likelihood of release of oil or hazardous material and such proof of inspection may be required as a prerequisite for financing the property.
- G. **Radon Disclosure Clause.** Radon is an odorless, colorless, tasteless gas produced naturally in the ground by normal decay of uranium and radium. Radon can lead to the development of radioactive particles which can be inhaled. Studies indicate the result of extended exposure to high levels of radon may increase the risk of developing lung cancer.
- H. **Agency Disclosure.** ALL BROKERS/SALESPERSON REPRESENT THE SELLER, NOT THE BUYER, IN THE MARKETING, NEGOTIATING AND SALE OF THE PROPERTY, UNLESS OTHERWISE DISCLOSED. HOWEVER, THE BROKER/SALESPERSON HAS AN ETHICAL AND LEGAL OBLIGATION TO SHOW HONESTY AND FAIRNESS TO THE BUYER IN ALL TRANSACTIONS.

Seller acknowledges that: the information contained in this statement is accurate, true and complete to the best of Seller's knowledge, information and belief; s/he/it has provided all the information contained in this Seller's Statement on Property Condition; and that the broker/realtor has not prepared this statement, not provided any information regarding the Property which appears on this Statement. Seller hereby indemnifies, holds harmless and releases all brokers/realtors involved in the sale of which the property from all liabilities, claims, loss, cost or damage in connection with the information contained in this Statement. I/we hereby authorize the listing broker to provide copies of this statement to other real estate brokers and agents and prospective buyers of the property.

Seller's Signature Heather Byrnes Date: 10/4/07

Seller's Signature [Signature] Date: 10/5/07

Buyer acknowledges that s/he/they: has/have received a copy of this Seller's Statement on Property Condition, the listing sheet, the lead paint property information certificate and the agency disclosure; has/have read, understood and agree with the information contained in the NOTICE TO BUYERS AND SELLER on the first page of this Statement; will arrange to have the property inspected and investigated by counsel, consultants and experts of his/her/their own choosing upon whose expertise s/he/they will rely; UNDERSTAND AND AGREE THAT THE PROPERTY IN BEING SOLD "AS IS", "WHERE IS", WITHOUT WARRANTY OR REPRESENTATION OR FITNESS FOR A PARTICULAR PURPOSE (INCLUDING, WITHOUT LIMITATIONS, WITH RESPECT TO STRUCTURAL SOUNDNESS, SOIL CONDITIONS, COMPLIANCE WITH LAWS, SYSTEMS' FITNESS, SEPTIC SYSTEM OR CESSPOOL CONDITION, CAPACITY OR SUITABILITY, BUILDABILITY, INCOME, EXPENSES OF ANY MATTER DISCLOSED HEREIN); and hereby release(s) all brokers/realtors involved in the sale of the property from all liability, claims, loss, cost or damage in connection with the information contained in this Statement.

Buyer's Signature _____ Date: _____

Buyer's Signature _____ Date: _____

BUYER'S INITIAL _____

SELLER'S INITIAL HOE JB 5