



NYS Department of State
 Division of Licensing Services
 P.O. Box 22001
 Albany, NY 12201-2001
 (518) 474-4428
 www.dos.state.ny.us

Property Condition Disclosure Statement

Name of Seller or Sellers: _____

Property Address: 220-222 Geneva Park Drive
Syracuse, NY 13224

General Instructions:

The Property Condition Disclosure Act requires the seller of residential real property to cause this disclosure statement or a copy thereof to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale.

Purpose of Statement:

This is a statement of certain conditions and information concerning the property known to the seller. This Disclosure Statement is not a warranty of any kind by the seller or by any agent representing the seller in this transaction. It is not a substitute for any inspections or tests and the buyer is encouraged to obtain his or her own independent professional inspections and environmental tests and also is encouraged to check public records pertaining to the property.

A knowingly false or incomplete statement by the seller on this form may subject the seller to claims by the buyer prior to or after the transfer of title. In the event a seller fails to perform the duty prescribed in this article to deliver a Disclosure Statement prior to the signing by the buyer of a binding contract of sale, the buyer shall receive upon the transfer of title a credit of \$500 against the agreed upon purchase price of the residential real property.

"Residential real property" means real property improved by a one to four family dwelling used or occupied, or intended to be used or occupied, wholly or partly, as the home or residence of one or more persons, but shall not refer to (a) unimproved real property upon which such dwellings are to be constructed or (b) condominium units or cooperative apartments or (c) property on a homeowners' association that is not owned in fee simple by the seller.

Instructions to the Seller:

- a. Answer all questions based upon your actual knowledge.
- b. Attach additional pages with your signature if additional space is required.
- c. Complete this form yourself.
- d. If some items do not apply to your property, check "NA" (Non-applicable). If you do not know the answer check "Unkn" (Unknown).

Seller's Statement:

The seller makes the following representations to the buyer based upon the seller's actual knowledge at the time of signing this document. The seller authorizes his or her agent, if any, to provide a copy of this statement to a prospective buyer of the residential real property. The following are representations made by the seller and are not the representations of the seller's agent.

GENERAL INFORMATION

1. How long have you owned the property? 6 yrs
2. How long have you occupied the property? N/A Rental
3. What is the age of the structure or structures? 1926
Note to buyer - If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint..
4. Does anybody other than yourself have a lease, easement or any other right to use or occupy any part of your property other than those stated in documents available in the public record, such as rights to use a road or path or cut trees or crops? Yes No Unkn NA
5. Does anybody else claim to own any part of your property? If Yes, explain below Yes No Unkn NA

Property Condition Disclosure Statement

- 6. Has anyone denied you access to the property or made a formal legal claim challenging your title to the property? *If Yes, explain below* Yes No Unkn NA
- 7. Are there any features of the property shared in common with adjoining landowners or a homeowner's association, such as walls, fences or driveways? *If Yes, describe below* Yes No Unkn NA
- 8. Are there any electric or gas utility surcharges for line extensions, special assessments or homeowner or other association fees that apply to the property? *If Yes, explain below* Yes No Unkn NA
- 9. Are there certificates of occupancy related to the property? *If No, explain below* Yes No Unkn NA

ENVIRONMENTAL

Note to Seller:

In this section, you will be asked questions regarding petroleum products and hazardous or toxic substances that you know to have been spilled, leaked or otherwise been released on the property or from the property onto any other property. Petroleum products may include, but are not limited to, gasoline, diesel fuel, home heating fuel, and lubricants. Hazardous or toxic substances are products that could pose short or long-term danger to personal health or the environment if they are not properly disposed of, applied or stored. These include, but are not limited to, fertilizers, pesticides and insecticides, paint including paint thinner, varnish remover and wood preservatives, treated wood, construction materials such as asphalt and roofing materials, antifreeze and other automotive products, batteries, cleaning solvents including septic tank cleaners, household cleaners and pool chemicals and products containing mercury and lead.

Note to Buyer:

If contamination of this property from petroleum products and/or hazardous or toxic substances is a concern to you, you are urged to consider soil and groundwater testing of this property.

- 10. Is any or all of the property located in a designated floodplain? *If Yes, explain below* Yes No Unkn NA
- 11. Is any or all of the property located in a designated wetland? *If Yes, explain below* Yes No Unkn NA
- 12. Is the property located in an agricultural district? *If Yes, explain below* Yes No Unkn NA
- 13. Was the property ever the site of a landfill? *If Yes, explain below* Yes No Unkn NA

Property Condition Disclosure Statement

14. Are there or have there ever been fuel storage tanks above or below the ground on the property? Yes No Unkn NA
• If Yes, are they currently in use? Yes No Unkn NA
• Location(s) _____
• Are they leaking or have they ever leaked? If Yes, explain below _____

15. Is there asbestos in the structure? If Yes, state location or locations below _____ Yes No Unkn NA

16. Is lead plumbing present? If Yes, state location or locations below _____ Yes No Unkn NA

17. Has a radon test been done? If Yes, attach a copy of the report _____ Yes No Unkn NA
18. Has motor fuel, motor oil, home heating fuel, lubricating oil or any other petroleum product, methane gas, or any hazardous or toxic substance spilled, leaked or otherwise been released on the property or from the property onto any other property? If Yes, describe below _____ Yes No Unkn NA

19. Has the property been tested for the presence of motor fuel, motor oil, home heating fuel, lubricating oil, or any other petroleum product, methane gas, or any hazardous or toxic substance? If Yes, attach report(s) _____ Yes No Unkn NA

STRUCTURAL

20. Is there any rot or water damage to the structure or structures? If Yes, explain below _____ Yes No Unkn NA

21. Is there any fire or smoke damage to the structure or structures? If Yes, explain below _____ Yes No Unkn NA

22. Is there any termites, insect, rodent or pest infestation or damage? If Yes, explain below _____ Yes No Unkn NA

23. Has the property been tested for termite, insect, rodent or pest infestation or damage? If Yes, please attach report(s) _____ Yes No Unkn NA
24. What is the type of roof/roof covering (slate, asphalt, other)? _____ **Asphalt**
• Any known material defects? _____ **None**
• How old is the roof? _____ **3/2011**

Property Condition Disclosure Statement

• Is there a transferable warrantee on the roof in effect now? *If Yes, explain below* Yes No Unkn NA

25. Are there any know material defects in any of the following structural systems: footings, beams, girders, lintels, columns or partitions? *If Yes, explain below* Yes No Unkn NA

MECHANICAL SYSTEMS AND SERVICES

26. What is the water source? (*Circle all that apply*) well, private, municipal, other: MUNICIPAL
• If municipal, is it metered? Yes No Unkn NA

27. Has the water quality and/or flow rate been tested? *If Yes, describe below* Yes No Unkn NA

28. What is the type of sewage system? (*Circle all that apply*) public sewer, private sewer, septic, cesspool

- If septic or cesspool, age?
- Date last pumped?
- Frequency of pumping?
- Any known material defects? *If Yes, explain below* Yes No Unkn NA

29. Who is your electrical service provider? NATIONAL GRID UNKNOWN BOTH PUBLIC
• What is the amperage?
• Does it have circuit breakers or fuses?
• Private or public poles?
• Any known material defects? *If yes, explain below* Yes No Unkn NA

30. Are there any flooding, drainage or grading problems that resulted in standing water on any portion of the property? *If Yes, state locations and explain below* Yes No Unkn NA

31. Does the basement have seepage that results in standing water? *If Yes, explain below* Yes No Unkn NA

Are there any known material defects in any of the following? *If Yes, explain below. Use additional sheets if necessary*

32. Plumbing system? Yes No Unkn NA

33. Security system? Yes No Unkn NA

34. Carbon monoxide detector? Yes No Unkn NA

Property Condition Disclosure Statement

- 35. Smoke detector? Yes No Unkn NA
- 36. Fire sprinkler system? Yes No Unkn NA
- 37. Sump pump? Yes No Unkn NA
- 38. Foundation/slab? Yes No Unkn NA
- 39. Interior walls/ceilings? Yes No Unkn NA
- 40. Exterior walls or siding? Yes No Unkn NA
- 41. Floors? Yes No Unkn NA
- 42. Chimney/fireplace or stove? Yes No Unkn NA
- 43. Patio/deck? Yes No Unkn NA
- 44. Driveway? Yes No Unkn NA
- 45. Air conditioner? Yes No Unkn NA
- 46. Heating system? Yes No Unkn NA
- 47. Hot water heater? Yes No Unkn NA

48. The property is located in the following school district SYRACUSE CITY Unkn

Note: Buyer is encouraged to check public records concerning the property (e.g. tax records and wetland and floodplain maps).

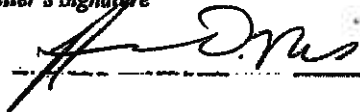
The seller should use this area to further explain any item above. If necessary, attach additional pages and indicate here the number of additional pages attached.

Property Condition Disclosure Statement

Seller's Certification:

Seller certifies that the information in this Property Condition Disclosure Statement is true and complete to the seller's actual knowledge as of the date signed by the seller. If a seller of residential real property acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement provided previously, the seller shall deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, shall a seller be required to provide a revised Property Condition Disclosure Statement after the transfer of title from the seller to the buyer or occupancy by the buyer, whichever is earlier.

Seller's Signature

X  _____

Date 8/14/11

Seller's Signature

X  _____

Date 8/14/11

Buyer's Acknowledgment:

Buyer acknowledges receipt of a copy of this statement and buyer understands that this information is a statement of certain conditions and information concerning the property known to the seller. It is not a warranty of any kind by the seller or seller's agent and is not a substitute for any home, pest, radon or other inspections or testing of the property or inspection of the public records.

Buyer's Signature

X _____

Date _____

Buyer's Signature

X _____

Date _____

PROPERTY INFORMATION

Property Address: 220 - 222 Geneva Park Drive

The following information is provided to the best of the Seller's knowledge:

Is the property or structure on a local, state or national historical register or listed on an eligibility list: Yes No

Property Tax Exemption: Yes No Basic Star Veterans Other

HOA/Condo Fee: Yes No Amount \$ _____ Due: Monthly Qtrly Semi-Annual Yearly Other

Special Assessments or Other Fees: Yes No Amount \$ _____ Due: Monthly Qtrly Semi-Annual Yearly Other - Explain: _____

Age of Hot Water Heater: 21yr UNKNOWN

Capacity of Gallons: UNKNOWN

Age of Furnace or Boiler: UNKNOWN

Age of Air Conditioning Unit: N/A

Annual Bill for Fuel/Oil or Propane: \$ _____

Average Monthly Utilities: Gas \$ _____ Electric \$ UNKNOWN Total: \$ _____

Major Improvements within the last five (5) years:

- ROOF REPLACEMENT 2011
- LEAD ABATEMENT INTERIOR & EXTERIOR 2011
- APPLIANCE REPLACEMENT
- TUB REFINISH - 2ND FLOOR
- KITCHEN FLOOR - 2ND FLOOR
- PAINTING INTERIOR & EXTERIOR

I agree to furnish a copy of:

- | | |
|---|---|
| 1. My deed and existing survey, if available, upon acceptance of contract for the buyer's use | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Restrictive covenants or deed restrictions of record, if applicable. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. Condominium Bylaws, Rules, etc., if applicable. | <input type="checkbox"/> Yes <input type="checkbox"/> No <u>N/A</u> |
| 4. Homeowner's Association Bylaws, Rules, etc., if applicable. | <input type="checkbox"/> Yes <input type="checkbox"/> No <u>N/A</u> |
| 5. Utility bills upon request. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

We make no representations or warranties either expressed or implied as to the condition of the property. Potential buyers are urged to carefully inspect the property and/or order a home inspection and/or other desired tests at buyer's expense which may address conditions or circumstances of local and national concern such as, but not limited to, (1) formaldehyde-emitting substances, including urea formaldehyde form insulation (2) radon gas (3) aluminum wiring (4) hazardous or toxic substances (5) asbestos-containing materials (6) leaded paint (7) presence of pesticide residue (8) toxic mold.

Seller [Signature] Date 8/14/11
 Seller [Signature] Date 8/14/11

I have read this Property Information Form and have received a copy of it. I acknowledge that this statement is not a representation or warranty of any kind by Seller or any agent of the Seller and is not a substitute for a home inspection or other tests that are available to me to assess the physical condition of the property.

Buyer _____ Date _____
 Buyer _____ Date _____

05/06/10



Each Office Independently Owned and Operated

ADDITIONAL LISTING INFORMATION FOR PROPERTY LOCATED AT:

220-222 Genesee Park Drive

As owner of the property referenced above, I give permission for videos to be taken of the exterior and interior of my property. I also give permission for these images to be used for marketing purposes on the Internet.

I also state that there is or will be at time of closing _____ a working carbon monoxide detector located within my property.

To the best of my knowledge children residing at my property attend the following schools:

District: Syracuse

Elementary: HW SMITH

Middle: LNU

High School: NOTTINGHAM

[Signature] Bethany Miles
Signed





KELLER WILLIAMS

R E A L T Y

Syracuse

Each Office Independently Owned and Operated.

NOTICE TO BOTH BUYER AND SELLER:

Unless otherwise indicated in writing, square footage represented on the MLS is taken from public tax records and has not been independently verified by the seller or listing agent. Should Buyer desire independent verification of the actual square footage, it shall be Buyer's responsibility to hire an appraiser or other professional to measure the actual square footage of the premises.

Buyer

Date

Buyer

Date

X *[Signature]*

8/14/11

Seller
X *[Signature]*

Date
8/14/11

Seller

Date

The Pei Lin Team
6872 E. Genesee Street
Fayetteville, NY 13066
315-474-1899 1-866-662-9393 Fax
www.YourCNYHome.com

CONTINGENCY ADDENDUM AND DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS FOR TARGET HOUSING SALES

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 buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Address:

220-222 Genesee Park Drive
Street Address _____ Unit _____
Syracuse, NY 13224
City State Zip

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (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 purchaser (Check (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):
LEAD REMEDIATION COMPLETED 5/11 - See Attached from City of Syr.
 (ii) Seller has no reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (Initial)

- (c) _____ Purchaser has received copies of all information listed above.
 (d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*
 (e) _____ Purchaser has [check (i) or (ii) below]:
 (i) If this line is checked and by signatures of purchasers and sellers below, purchasers will receive a 10 day opportunity, beginning at 12:01 a.m. on the date of the execution of the purchase and sale agreement by all parties, to conduct a risk assessment or inspection, at purchasers expense, for the presence of lead-based paint and/or lead-based paint hazards. If lead based paint hazards are found by a qualified inspector and written notice to terminate the contract is not given by the purchasers to the sellers by 11:59 p.m. of the 10th day of the inspection period, then this contract is binding and enforceable.
 (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)

- (e) [Signature] 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.

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.

Buyer _____	Date _____	Seller <u>[Signature]</u>	Date <u>8/14/11</u>
Buyer _____	Date _____	Seller <u>[Signature]</u>	Date <u>8/14/11</u>
Agent _____	Date _____	Agent <u>[Signature]</u>	Date _____



JOANNE M. MAHONEY
County Executive

ONONDAGA COUNTY HEALTH DEPARTMENT
421 Montgomery Street
Syracuse, New York 13202
LEAD POISONING CONTROL PROGRAM
(315) 435-3271 Fax: (315) 435-3720
www.ongov.net

CYNTHIA B. MORROW, MD, MPH
Commissioner of Health

INTERIOR CORRECTION NOTICE

Date: 2/22/11
Owner: Beth A. Miles
Case No: LP 321-10
Original Inspection Date: 9/3/10
Remediation Date: 1/27/11

Lead Paint Hazards At:
222 Genesee Park Drive
Syracuse, NY 13224

This is a Correction Notice for lead hazard violations at the above-mentioned property. **All interior lead hazards cited in the initial letter of violation (see attached) have been satisfactorily risk-reduced at this time. The exterior violations must be corrected by June 15, 2011.**

This notice is good for the date on this letter only. Over time, risk-reduced lead hazards may recur and/or new lead hazards may occur at this property if it is not properly maintained. You are responsible for **maintaining your property** to keep it free of lead hazards.

The Lead Poisoning Control Program (LPCP) reserves the right to re-inspect your property approximately **60 days after you receive this letter** to ensure that the corrected lead hazards remain intact. If previously corrected lead hazards are cited again, the LPCP will re-open this case and enforce the correction of lead hazards. You will be required to correct them using more permanent methods. The LPCP will continue enforcement actions until all hazards at your property are risk-reduced.

If your property has been cited more than once, it may be classified as a "repeat" property. The LPCP reserves the right to inspect repeat properties **annually** to ensure that previously risk-reduced hazards remain intact. If previously corrected lead hazards are cited again, you will be required to correct them using more permanent methods. The LPCP will continue enforcement actions until all hazards at your property are risk-reduced.

Please advised that you must comply with the HUD Disclosure Rule, which requires you to disclose any known lead-based paint to potential home-buyers and/or tenants. Failure to comply may result in harsh penalties by HUD.

If you have any questions, please do not hesitate to contact this office at (315) 435-6617.

Sincerely,

Jack Fitch, Sanitarian III
Lead Poisoning Control Program

JF/mk

cc: Lead Poisoning Control Program Coordinator



JOANNE M. MAHONEY
County Executive

ONONDAGA COUNTY HEALTH DEPARTMENT
421 Montgomery Street
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LEAD POISONING CONTROL PROGRAM
(315) 435-3271 Fax: (315) 435-3720
www.ongov.net

CYNTHIA B. MORROW, MD, MPH
Commissioner of Health

CORRECTION NOTICE

Date: 5/17/11
Owner: Beth A. Miles
Case No: LP 321-10
Original Inspection Date: 9/3/10
Remediation Date: 5/16/11

Lead Paint Hazards At:
222 Genesee Park Dr.
Syracuse, NY 13224

This is a Correction Notice for lead hazard violations at the above-mentioned property. All lead hazards cited in the initial letter of violation (see attached) have been satisfactorily risk-reduced at this time.

This notice is good for the date on this letter only. Over time, risk-reduced lead hazards may recur and/or new lead hazards may occur at this property if it is not properly maintained. You are responsible for maintaining your property to keep it free of lead hazards.

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Sincerely,

Jack Fitch, Sanitarian III
Lead Poisoning Control Program

JF/lj

cc: Lead Poisoning Control Program Coordinator



JOANNE M. MAHONEY
County Executive

ONONDAGA COUNTY HEALTH DEPARTMENT
421 Montgomery Street
Syracuse, New York 13202
LEAD POISONING CONTROL PROGRAM
(315) 435-6617 Fax: (315) 435-5235
www.ongov.net

CYNTHIA B. MORROW, MD, MPH
Commissioner of Health

NOTICE OF VIOLATION

October 15, 2010

Beth A. Miles
2203 Hill Springs Ave.
Baton Rouge, LA 70810

RE: Case No: LP 321-10
Dwelling No: 6191

LEAD PAINT HAZARDS AT:
222 Genesee Park Dr.
Syracuse, NY 13224

Dear Ms. Miles:

Please take notice that the premises owned, occupied, operated or controlled by you at 222 Genesee Park Dr., Syracuse, NY 13224 was inspected by W. Kurlowicz and E. Cornell on 9/3/10 and was found to be in violation of Title 10, NYCRR, Subchapter F, Part 67 of the New York State Sanitary Code.

RISK REDUCTION is required for the following lead paint hazards:

INTERIOR PAINTED SURFACES:

1. Rear stairwell walls – gray and white
2. Rear stairwell vertical trim – white

EXTERIOR PAINTED SURFACES:

1. Second floor front porch window trim – white
2. Second floor front porch columns and upper trim – white
3. Second floor front porch interior siding – white
4. First floor front porch decorative column – white
5. First floor front porch columns and upper trim – white
6. First floor front porch/building window trim – white
7. Building exterior siding – white
8. First floor front porch glass door – white
9. First floor front porch lower trim – green
10. Cellar window trim – white
11. Building exterior board below water table – white
12. Building rear milk box door and framing – white
13. Garage siding and corner trim – white
14. Garage door frames – white
15. Garage window trim and exposed sashes – white

FULL REMEDIATION is required for the following lead paint hazards:

INTERIOR PAINTED SURFACES:

- 1. Basement stairwell ledge – gray**
- 2. Rear stairwell steps and risers – gray**
- 3. Rear stairwell landing – gray**

EXTERIOR PAINTED SURFACES:

- 1. All accessible window sills and tracks – white**
- 2. Rear entrance door frame – white**
- 3. Rear entrance threshold – red/gray**
- 4. Second floor front porch door and frame – white**
- 5. Second floor front porch threshold – gray**
- 6. Second floor front porch deck – gray**
- 7. Second floor front porch ledge – white**
- 8. Front entrance thresholds (3) – gray**
- 9. Front entrance door frames – white**

This section contains very important information. Please review it carefully.

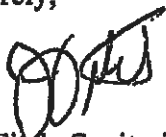
- 1. You are required to complete lead hazard control measures as outlined in the enclosed "Guidelines for Lead-Based Paint Hazard Control Projects" on or before 11/19/10.**
- 2. You must contact this office at (315) 435-6617 within five days of receipt of this letter to schedule a field conference to review the identified lead hazards and to discuss the appropriate lead hazard control methods.**
- 3. You must complete and return to this office the enclosed "Lead Hazard Control Plan" before beginning any lead hazard control work.**
- 4. A Commissioner's Hearing has been scheduled for December 21, 2010. The Hearing will be held if you do not correct the lead hazards by this date(s). You will receive a Notice of Hearing if a hearing is necessary. If a hearing is held, a determination will be made as to whether penalties, such as a fine or placarding, should be imposed on this property.**
- 5. You must let the tenants and the Lead Poisoning Control Program know at least 72 hours before you start work on the lead hazards. You must make sure that the tenants are not present in the work area during lead hazard control work. Failure to do so may result in tenants (both adults and children) being exposed to lead hazards created during work. In such event you may be liable for contributing to tenants' lead poisoning.**
- 6. Beginning April 22, 2010, it is your responsibility to ensure that the individuals conducting the work on the property are trained and certified under EPA's Renovation, Repair and Painting Rule (see enclosed brochure). For more information about the rule see <http://www.epa.gov/lead/pubs/renovation.htm>.**
- 7. If the property becomes vacant, the above-mentioned lead-based paint hazards must be corrected before re-occupancy of this property. Vacating your property does not release you from correcting the lead hazards.**
- 8. A Correction Notice will be issued when all identified lead hazards are corrected at this address. Be advised that dust wipe clearance samples will be required before a correction notice is issued. If clearance dust wipes fail, further clean-up will be required and you may be charged for additional dust wipe sampling**

9. You must comply with the U.S. Housing and Urban Development (HUD) Disclosure Rule, which requires you to disclose known lead-based paint and lead-based paint hazards to potential home-buyers or tenants (see enclosed pamphlet). Failure to follow these requirements may result in harsh penalties by HUD.
10. If this property is subsidized by the Section 8 Program, you must comply with all applicable local, state, and federal rules and regulations pertaining to lead hazard remediation of federally owned and assisted housing. Please contact the Syracuse Housing Authority Section 8 Program directly at (315) 470-4400 for more information.
11. In case you chose to conduct lead hazard abatement (abatement includes all actions necessary to discontinue a condition conducive to lead poisoning and may include replacement, removal, enclosure or encapsulation) it must be performed by an EPA-certified contractor. For a local listing of certified lead abatement contractors, contact the Onondaga County Lead Poisoning Control Program at (315) 435-6617. More information about abatement can be found in: Subpart 67-2 of New York State Codes, Rules and Regulations of the Lead Poisoning Prevention Act of 1992; Article 13, Title X – Control of Lead Poisoning, New York State Public Health Law (see <http://www.health.state.ny.us/nysdoh/phforum/nycrr10.htm>); HUD Lead Safe Housing Rule, 24 CFR 35 (see <http://www.hud.gov/offices/lead/leadsaferule/index.cfm>).
12. If you are receiving rent for this property from the Department of Social Services or Section 8, failure to remediate the lead hazards may result in them withholding the rent at this address.

Please find the enclosed information from the **City of Syracuse Lead Program** or the **Onondaga County Community Development Lead Hazard Reduction Program** (depending on where your property is located) on how to apply for assistance with lead hazard reduction. These programs provide homeowners and landlords considerable financial assistance for reducing lead hazards at their properties. We strongly encourage you to apply for one of these programs.

Please contact this office at (315) 435-6617 to schedule a field conference or if you have any questions or concerns.

Sincerely,



Jack Fitch, Sanitarian III
Lead Poisoning Control Program

JF/lj

Enclosures

cc: Lead Poisoning Control Program Coordinator
City of Syracuse Lead Program



New York State
DEPARTMENT OF STATE
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001



Customer Service: (518) 474-4429
www.dos.state.ny.us

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interests. The buyer's agent does this by negotiating the purchase of a home at a price and

on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller can not provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to

both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision

Daniel P. Staszorek et

This form was provided to me by Pei Lin Huang Team (print name of licensee) of Keller Williams Syr (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

- Seller as a (check relationship below)
 - Seller's agent
 - Broker's agent
- Buyer as a (check relationship below)
 - Buyer's agent
 - Broker's agent
- Dual agent
- Dual agent with designated sales agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

- Advance informed consent dual agency
- Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) _____ acknowledge receipt of a copy of this disclosure

form: signature of () Buyer(s) and/or (x) Seller(s):

[Signature]

Kenneth D. Miles

x *[Signature]*

BETH CARL MILES

Date: 8/14/11

Date: 8/14/11



ESCROW

All parties acknowledge that it may take up to seven (7) business days for the earnest money funds to clear the bank. In the event the contract is cancelled the funds will be disbursed as soon as they are available from our HSBC Escrow account. In accordance with Section 778 of the General Business Law of the State of New York, we are required to advise you that should Keller Williams Syracuse be the escrow agent in the attached Contract to Purchase or Lease, the down payment will be deposited in the escrow agent's bank account maintained at HSBC during the term of the escrow.

FRANCHISE DISCLOSURE ADDENDUM

Broker and owner Nasri Real Estate LLC is an independent franchise of the Keller Williams Realty System. Each office is independently owned and operated.

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

This is to notify you that Keller Williams Syracuse has an affiliation with Homestead Financial Services, Inc. who provides us with financial benefits.

EQUAL OPPORTUNITY POLICY STATEMENT

Nasri Real Estate LLC dba Keller Williams Syracuse is a member of the Multiple Listing Service, which covers the Greater Syracuse area and some surrounding counties. Our agents can show you any homes you wish to see, regardless of location.

It is the policy of Keller Williams Syracuse to comply with local, New York State, and Federal fair housing laws. These laws require that the type of service provided to a home seeker shall not be influenced by the home seeker's race, color, religion, sex, handicap, familial status, or national origin - or such other classes as may be determined by law to be protected classes (collectively referred to as "protected classes"). Our agents are not authorized to discuss with any customer or client the composition of any neighborhood or area based upon protected classes listed. Neighborhood information may usually be secured from local schools, police departments, government offices, or from residents of the area. Further, our agents are not permitted to select houses or other property for prospective buyers on the basis of the neighborhood composition of protected classes.

If at any time in your relationship with this firm, you believe that you may not have received equal service because of your protected class, we strongly encourage you to notify either the manager of the branch office through which you are seeking assistance, or the Principal Broker of this company. We do not expect there will be any problems, but we would like the opportunity to correct any problems that you feel may exist.

COMMISSION PAYMENT AUTHORIZATION

New York State Real Property Law considers the real estate commission due at the time of the meeting of the minds, which would be at the time a Purchase Offer or Lease is accepted. However, most real estate companies, including Keller Williams Syracuse, defer the actual collection of this earned commission until the closing of the sale or lease execution. In consideration of this deferred commission collection we request your authorization for collection of the commission at the closing or lease execution from the proceeds or a certified check. To: Attorney, Closing Agent or Lender's Attorney:

I (we) hereby authorize and request that the real estate commission for the sale/lease/exchange of the above property, or any portion thereof outstanding, be disbursed from the proceeds of the sale/lease/exchange at the time of closing or lease execution as billed to Keller Williams Syracuse, which will indicate direct payment to the applicable real estate companies involved. In the event the proceeds are insufficient, the balance shall be paid by a certified check drawn on or official check issued by any bank, credit union (provided such check is drawn on a New York State bank) or savings and loan association having a banking office in the State of New York.

CERTIFICATION

I have read and understood the information in the "Franchise Disclosure Addendum" and the "Equal Opportunity Policy Statement".

Handwritten signatures and names for Seller and Buyer. Seller names: Kenneth Miles & Beth Cary. Buyer names: Cary Miles. Includes fields for SIGNATURE OF PROSPECTIVE SELLER and SIGNATURE OF PROSPECTIVE BUYER.

I certify that I have provided the Prospective Buyer(s)/Seller(s) named above with a copy of the "Franchise Addendum" and "Equal Opportunity Policy Statement".

Signature of Sales Associate: [Handwritten Signature]
Broker/Manager: [Handwritten Signature] Phone: 701-6900

Company Name: Nasri Real Estate LLC, dba Keller Williams Syracuse

Date of Signature: [Handwritten Date]