



## PRINCE GEORGE'S COUNTY NOTICES AND DISCLOSURES

Seller(s): \_\_\_\_\_

Buyer(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

SELLER AND BUYER ACKNOWLEDGE THAT THE FAILURE OF THE SELLER TO PROVIDE THE FOLLOWING APPLICABLE NOTICE(S)

- (A) TREE CONSERVATION PLANS,
- (B) RECORD TITLE HOLDER,
- (C) SPECIAL TAXING DISTRICT AND
- (D) GENERAL AVIATION AIRPORT ENVIRONMENT DISCLOSURE

AND THE FAILURE OF THE SELLER AND BUYER TO SIGN AND DATE THIS DISCLOSURES IS A CRIMINAL MISDEMEANOR. FURTHERMORE THE FAILURE OF THE SELLER TO PROVIDE NOTICES AS IDENTIFIED IN B. AND D. ABOVE, IF APPLICABLE, SHALL ENTITLE THE BUYER TO RESCIND THE CONTRACT AT ANY TIME PRIOR TO SETTLEMENT. FAILURE OF SELLER TO PROVIDE NOTICES AS IDENTIFIED IN A. AND C. ABOVE, IF APPLICABLE, SHALL ENTITLE THE BUYER TO RESCIND THE CONTRACT WITHIN FIVE (5) DAYS FOLLOWING RECEIPT OF THIS NOTICE.

Additional information can be found at [PGATLAS.com](http://PGATLAS.com)

**Seller certifies below whether any, some or all above notices are applicable.**

**The property  is  is not subject to a Tree Conservation Plan**

If indicated above, is subject to a Tree Conservation Plan that requires the conservation and protection of the trees and other woody plants that comprise the woodland and restricts the use of the property by the owner within the Tree Conservation Plan area. Failure of the owner of the Property to protect the woodland in a Tree Conservation Area may result in a fine and an obligation to restore the woodland through the payment of money or other means.

THE SELLER IS REQUIRED to inform the Purchaser prior to or at the time the Contract is signed, that the property is subject to a Tree Conservation Plan and provide a copy of a plat of the property that depicts the area subject to the Tree Conservation Plan.

This Notice shall be incorporated into this Property Information, Disclosures and Notices and signed and dated by Buyer and Seller prior to or at the time the Contract is signed and shall be made part of the Contract.. Any person who violates requirements in this subsection is guilty of a misdemeanor and subject to the penalties provided in Subtitle 1 of the Prince Georges County Code.

**The Seller  is  is not the Record Title Holder of the property.**

If indicated above, the Seller of the Property does not presently hold title to the property as evidenced in the Land Records of Prince George's County.

County Law Requires the Seller to inform the purchaser prior to or at the time the Contract is signed that Seller does not presently hold title to the property.

This Notice shall be incorporated into this Property Information, Disclosures and Notices and signed and dated by Buyer and Seller prior to or at the time the Contract is signed and shall be made part of the

Contract. Any person who violates requirements in this subsection is guilty of a misdemeanor and subject to the penalties provided in Subtitle 1 of the Prince Georges County Code.

**The Property  is  is not located within a Special Taxing District.**

If indicated above, this Property is subject to a Special Taxing District obligation that may require the payment and collection of additional taxes and fees. Failure of the Property owner to make payments associated with the Special Taxing District may subject the owner to penalties, fees, and or the placement of a lien or sale of the Property.

County Law Requires the Seller to inform the purchaser prior to or at the time the Contract is signed that the Property is located within a Special Taxing District.

This Notice shall be incorporated into this Property Information, Disclosures and Notices and signed and dated by Buyer and Seller prior to or at the time the Contract is signed and shall be made part of the Contract. Any person who violates requirements in this subsection is guilty of a misdemeanor and subject to the penalties provided in Subtitle 1 of the Prince Georges County Code.

A purchaser who has not received this notice on or before the date of contract acceptance may rescind the contract within five (5) days following the receipt of this information.

The current Special Taxing District assessment amount is \$ \_\_\_\_\_ at last assessment.

**The property  is  is not located within one (1) mile of a public use / commercial use general aviation airport.**

Prince George's County has determined that properties within approximately one mile of a public use/ commercial use general aviation airport may be subject to overflight by aircraft. Residents of property near a public use/commercial use airport are hereby notified that they may be subject to those conditions which may be inherent of normal airport operations.

Prince George's County government has placed certain restrictions (Airport Policy Areas) on the development of some property within general aviation airport environments. Additional information including Aviation Policy Area maps for each of Prince Georges Count'y five airports can be found by visiting: <https://www.mncppc.org/DocumentCenter/View/1359/CB-51-2002--General-Aviation-Airports-and-Aviation-Policy-Areas-Legislation-PDF> or by contacting the Prince George's County Planning Department, Information Counter, at 301-952-3208

As the Seller of the subject property, I hereby certify that I have informed prospective Buyer that the property is located within one (1) mile of the \_\_\_\_\_

\_\_\_\_\_ airport

located at \_\_\_\_\_.

\_\_\_\_\_/\_\_\_\_\_  
(seller initial)

**LAND USE, ZONING, ROADS, HIGHWAYS, PARK, AND TRANSPORTATION**

Seller has no knowledge of any published preliminary or adopted land use plan (or adopted Zoning Map Amendment) which may result in condemnation or taking of any part of Seller's property. Buyer acknowledges that information relative to government plans for land use, roads, highways, parks, transportation, etc., as well as rezoning is available for inspection at the County Administration Building, Upper Marlboro, Maryland. Buyer is also strongly encouraged to visit [www.PGAtlas.com](http://www.PGAtlas.com), and [http://www.pgplanning.org/Planning\\_Home](http://www.pgplanning.org/Planning_Home) prior to signing or entering into the contract of sale.

## MILITARY INSTALLATIONS/OPERATIONS

The Property may be located near Joint Base Andrews Naval Air Facility Washington ("Andrews Air Force Base") or other locations that conduct flight operations, munitions testing, or military operations that may result in high levels of noise. Properties located near military aircraft operation centers may be impacted by varying degrees of noise, potential aircraft accidents or military operations. Andrews Air Force Base may conduct flight operations at any time, seven days per week, twenty-four hours a day. The effects of military operations may extend beyond the boundaries of the military facilities. Buyer is advised that modifications and/or renovation to existing structures within designated areas may be subject to design standards which may include noise mitigation and height limits. Buyer is encouraged to contact Andrews Air Force Base (Public Affairs Office) or seek additional information from the Maryland National Capital Park and Planning Commission (MNCPPC). Additional information may be available at [www.PGAtlas.com](http://www.PGAtlas.com), and from the Air Installation Compatible Use Zone (AICUZ) Study prepared by Andrews Air Force Base which is available at <http://www.andrews.af.mil>.

## PROXIMITY OF RECREATION FACILITIES

Buyer(s) acknowledge that if property is adjacent to an existing or planned golf course or other recreational facility the property may be subject to minor damage as a result of the operation. It is the Buyer's sole responsibility to obtain insurance coverage against such damage after settlement. Buyer is encouraged to visit [www.PGAtlas.com](http://www.PGAtlas.com), and [http://www.pgplanning.org/Planning\\_Home](http://www.pgplanning.org/Planning_Home) to investigate any existing or proposed facilities.

## HISTORIC PROPERTIES AND DISTRICTS

The Property  has  has not been designated an historic site, historic resource or is located within an historic district.

If indicated above, the Seller hereby notifies Buyer that the Property being transferred has been designated an historic site, historic resource or is located within an 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, as approved by the Historic Preservation Commission.

## UNCOMPLETED COMMUNITY AMENITIES

Maryland Law, Real Property Article Sec. 10-710, requires that a contract of sale for residential real property located in a community in Prince George's County, MD in which a home builder has agreed to provide community amenities including a country club, golf course, health club, park, swimming pool, tennis court, or walking trail, to specifically identify the amenity to be provided and the date of completion.

## UNIMPROVED ROAD

The property  is  is not subject to an unimproved road.

If indicated above, the Seller acknowledges that the road abutting the property is unfinished or does not meet Prince George's County roadway standards. There may be a recorded covenant deferring future cost for street improvements which has been deferred by the Prince George's County Department of Public Works and Transportation, for which a Buyer may be liable. Buyer acknowledges that Buyer has had the opportunity to investigate any unimproved roads prior to entering into a Contract of Sale.

Seller discloses that the Property  is  is not located in a community where a home builder has agreed to provide a community amenity as described above which has not been completed.

Seller further discloses that the following amenities are incomplete:  A Country Club

A Golf Course  A Health Club  A Park  A Swimming Pool  A Tennis Court  A Walking Trail

The above referenced amenity(s) is to to be provided by the homebuilder for the subdivision know as

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The above referenced amenity(s) are to be completed by \_\_\_\_\_ in accordance with the a Recreational Facilities Agreement recorded with the Prince George's County Planning Department.

**The above disclosure shall be made part of the contract of sale upon execution by the parties. A Buyer who does not receive this notice on or before the date of contract acceptance has an unconditional right, upon written notice to the seller, to rescind the contract at any time:**

**Before the receipt of this Notice and Disclosure statement Within five (5) business days after receipt of this Notice and Disclosure statement**

## **UTILITY USAGE**

Prince George's County Code, Section 13.1107 requires sellers of single family residential real property improved by four or fewer single family units, to provide, upon written request, copies of electric, gas, and home heating oil bills, or a document detailing the monthly electric, gas, and home heating oil usage of the residential property, for the 12-month period before the property was first marketed for sale. If the seller did not occupy the property for the entire 12 months prior, the seller must provide the buyer, on written request, with the required information for that period that the seller occupied the single-family home.

The information required shall be provided if the request is made by a prospective buyer who has signed and submitted an offer to purchase and the seller has access to the information.

## **PROXIMITY TO AGRICULTURAL AND/OR FORESTRY OPERATIONS**

Prince George's County Law, Sec. 30-103.03 requires sellers of real property in the R-O-S, O-S, R-A, R.E., R.R. Zones to provide the following statement to prospective Buyers: **Buyer(s) acknowledge that the property offered for sale is in the vicinity of property that is, or may be used, for agricultural or forestry operations. As such, the Property may be subject to activity including, but not limited to, noise, odor, fumes, insects, dust, chemical application and the operation of machinery at various times. Prince George's County has adopted a right to farm ordinance stipulating that inconveniences or discomforts associated with the agricultural/forestry operation shall not be considered an interference with reasonable use and enjoyment of other properties in the vicinity, if such operations are conducted in accordance with generally accepted agricultural and forestry management practices, as referenced in Prince George's County Code, Section 30-102. The County has established an Agricultural Reconciliation Committee to assist in the resolution of disputes that may arise with regard to agricultural or forestry operations when such operations are not conducted in accordance with generally accepted agricultural or forestry management practices. For further information refer to Prince George's County Code, Subtitle 30, Division 1, and/or contact the Director, Department of Environmental Resources.**

## **DEFERRED WATER AND SEWER ASSESSMENTS/FRONT FOOT BENEFIT CHARGES**

Some Prince George's County communities are subject to charges or assessments intended to defray the cost of installing water and sewer facilities. These charges are liens against the Property that usually run with the Property, but are often not paid in the property tax bill. These charges or assessments maybe billed separately for water and sewer usage and from homeowners' association dues. **Pursuant to the Maryland Annotated Code, Real Property Article, Sec. 14-117 and Prince George's County Code, Sec 2.162.01, any contract for the sale of real property located in Prince George's County for which there are deferred water and sewer assessments recorded by covenant or declaration for which the purchaser is liable shall contain disclosure by seller prior to the time the contract is signed. Failure to comply shall**

**enable an aggrieved party to the sales contract to rescind the contract at any time prior to settlement and any other right or cause of action available to a party to the sales contract shall remain.**

**Seller makes the following disclosures with regard to Deferred Water and Sewer Assessments / Front Foot Benefit Charges:**

There  are  are NO deferred water and sewer assessments or front foot benefit charges currently assessed against the Property.

The deferred water and sewer charges amount to \$\_\_\_\_\_ per year.

The approximate number of years remaining on the assessment are\_\_\_\_\_.

The assessment is paid to\_\_\_\_\_

at the following address: \_\_\_\_\_

\_\_\_\_\_. The company phone number is \_\_\_\_\_.

**CARBON MONOXIDE DETECTORS**

Prince George's County Code, Section 11.295 requires the seller to install carbon monoxide detectors before or at the time of the transfer of ownership of one and two family residential dwellings. The requirements for installation and maintenance of a carbon monoxide detector in an existing one or two family residential dwelling shall be at least one (1) battery-powered carbon monoxide detector installed on each level in close proximity to sleeping quarters in a residence with a gas heating system, fuel burning appliances, and/or an attached garage. Each carbon monoxide detector must comply with all applicable Federal and State regulations and must bear the label of a nationally recognized standard testing laboratory. Each detector must be an Underwriters Laboratory (U.L.) 2034 listed product or its equivalent. The subsequent owner/occupant of each dwelling unit shall be responsible for inspecting and maintaining the carbon monoxide detectors in accordance with the manufacturer's specifications.

**PRIVATE WATER AND/OR SEWER SUPPLY:**

**Seller makes the following disclosures regarding private water and/or sewer supply:**

The property  is  is not served by a private water company.

Water is supplied to the property by:\_\_\_\_\_ whose phone number is\_\_\_\_\_.

Sewer is supplied to the property by:\_\_\_\_\_ whose phone number is\_\_\_\_\_.

**AVAILABILITY OF WATER AND SEWER SERVICE**

**Seller makes the following disclosures regarding the availability of water and sewer service:**

The property  is  is not connected to public water.

The property  has  has not been approved for connection to public water.

The source of potable water is \_\_\_\_\_.

The property  is  is not connected to public sewer.

- The property has been approved for connection to public sewer
- A septic system has been installed on the property
- A septic system has been approved for the property
- A septic system was disapproved for the property

A septic system was requested but disapproved for the following reason: \_\_\_\_\_  
 \_\_\_\_\_.

**PRIVATE UTILITY COMPANY ASSESSMENT**

**Seller makes the following disclosures regarding a private utility company assessment:**

The property  is  is not subject to a private utility company assessment.

The name of the utility supplier is \_\_\_\_\_  
 whose phone number is \_\_\_\_\_  
 providing \_\_\_\_\_.

The annual amount paid is \_\_\_\_\_

and this amount is paid  Monthly  Quarterly  Semi-annually  Annually.

The property  is  is not subject to  another  any other assessments.

The other assessment is for \_\_\_\_\_.

The annual amount of the assessment is \_\_\_\_\_.

and is paid  Monthly  Quarterly  Semi-annually  Annually.

**TRANSFER TAX EXEMPTIONS:**

Is Buyer employed as a;

1. Prince George's County Public School System Classroom Teacher \_\_\_\_\_ (Buyer initial)
2. Prince George's County Police Officer, Municipal Police Officer, Deputy Sheriff \_\_\_\_\_ (Buyer initial)

**MOUNT VERNON HISTORIC VIEWSHED**

**Seller hereby notifies the property being transferred  is  is not located within the Mount Vernon Historic Viewshed.**

If indicated above, the Buyer acknowledges that Buyer is aware that there is a recorded scenic easement from the National Park Service due to the location of the property in the Mount Vernon Historic Viewshield. Failure to comply with the provisions of this easement shall enable an aggrieved party to the contract by such failure to rescind the contract at any time prior to settlement. The right of rescission is not an exclusive remedy, and all other rights and remedies available to the aggrieved party shall remain.

**UNDERGROUND STORAGE TANKS**

**Seller makes the following disclosure regarding underground storage tanks on the property.**

There  is  is not an underground storage tank on the property.  
 and is/was used for \_\_\_\_\_.

The tank  is  is not currently in use.

Details of the tanks abandonment: \_\_\_\_\_  
 \_\_\_\_\_.

## MUNICIPALITIES

Seller hereby discloses that the property  is  is not located within a municipality within Prince George's County.

The Property is located within the Municipality of \_\_\_\_\_

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## SMOKE ALARM NOTICE

Seller acknowledges changes in Maryland law regarding smoke alarms and smoke detectors (Section 9-101 through 9-109 of the Public Safety Article of the Annotated Code of Maryland). The type of smoke alarm required in a dwelling depends upon the age of the property. As of January 1, 2018, no alarm may be older than 10 years from the date of manufacture. There are penalties for non-compliance. Additionally, some jurisdictions have more stringent rules for new construction or for rentals. Seller is advised to verify compliance with the city or county in which the Property is located.

## RENTAL LICENSE REQUIREMENTS:

Buyer acknowledges the following regarding Rental Licenses:

In the event Buyer intends to lease the Property being purchased, or any part thereof, immediately following settlement or in the future, Buyer is responsible to timely apply for, obtain and renew a rental facility license from the Prince George's County Department of Permitting, Inspections and Enforcement (DPIE) and or any municipality requiring a rental license and to pay all fees relating to such application and/or renewal.

Pursuant to Prince George's County Code, a rental license, valid for a period of two (2) years, is required in order to lease a single-family or multiple-family rental housing facility located in Prince George's County and that said rental license as issued by DPIE is non-transferable and terminates upon a change of ownership of the rental facility.

In the event Buyer intends to lease the Property, immediately following settlement, Buyer is required to apply for a new or initial rental license with DPIE and pay all fees in connection with such application within thirty (30) days following settlement.

Buyer shall be subject to a penalty in the amount of One Thousand Dollars (\$1,000.00) per month, or any portion thereof, during which the rental facility was operated and/or tenant occupied without a valid rental license as issued by DPIE.

Rental licenses are different from short term rental licenses and cannot be used interchangeably

## SHORT TERM RENTAL LICENSE REQUIREMENTS:

Buyer acknowledges the following regarding Short Term Rental Licenses:

In the event Buyer intends to lease the Property being purchased, or any part thereof, as a short term rental, immediately following settlement, or in the future, Buyer acknowledges that Buyer is responsible to timely apply for, obtain and renew a short term rental license from the Prince George's County Department of Permitting, Inspections and Enforcement (DPIE).

Buyer further acknowledges, pursuant to Prince George's County Code Subtitle 5, Division 8 that:

1. Sec. 5-174, (k) Defines a short-term rental as a residential dwelling unit occupied by a short-term rental guest, other than a permanent occupant, for fewer than 31 consecutive days and no more than 90 days per calendar year, where a host receives monetary compensation for such occupancy, if the owner is not present

