

### Prince George's County Disclosure and Notice Addendum (DNA)

(For use with all Residential Sales Contracts in Prince George's County)

# FORM CONTAINS NOTICES AND DISCLOSURES REQUIRED BY COUTNY LAW. TO BE COMPLETED BY SELLER AT TIME OF LISTING & MADE AVAILABLE TO BUYER ALONG WITH ALL OTHER REQUIRED DISCLOSURES FOR INCLUSION IN ANY CONTRACT OFFER

ΑI	DENDUM dated, between Buyer, between Buyer			
	and Seller Estate of Peter and Patricia Chambers for Property known as			
	8408 Brady Avenue, Bowie, MD 20720			
Th	e following provisions are included in and supersede any conflicting language in the Contract.			
	REQUIRED IN PRINCE GEORGE'S COUNTY BY SEPARATE ATTACHMENT			
1. REQUIRED ADDENDA UNDER PRINCE GEORGE'S COUNTY CODE. Seller and Buyer acknowledge that the Prince George's County Code REQUIRES that, if applicable, the following Notice(s) be provided to buyers as a SEPARATE ATTACHMENT OR SHEET at the time the Contract of Sale is signed. Seller certifies by checking the appropriate box below whether any, some or all are applicable. Search for specific information RE: Tree Conservation Plans, Special Tax Districts and more at PGAtlas.com				
A.	Tree Conservation Plan Notice.  (if there is a Tree Conservation Plan filed for any part of the Property, PGCAR Form 1329 MUST be attached)			
В.	Record Title Holder Notice. Is Seller/Owner the Record Title Holder? X YES NO (if the Seller/Owner does not presently hold title to the Property, PGCAR Form 1328 MUST be attached)			
C.	Special Taxing District Notice  (if Property is located within a Special Tax District as defined in Section 10-269 of the County Code and subject to a Special Tax District Assessment; PGCAR Form 1333 MUST be attached)			
D.	General Aviation Airport Environment Disclosure Notice.  (if Property is located within one (1) mile of a public use/commercial use general aviation airport, PGCAR Form 1312 MUST be attached)			
SELLER AND BUYER ACKNOWLEDGE THAT THE FAILURE OF THE SELLER TO PROVIDE THE REQUIRED NOTICE(S), IF APPLICABLE, UNDER A., B., AND C. ABOVE IDENTIFIED AND THE FAILURE OF THE SELLER AND BUYER TO SIGN AND DATE SUCH DISCLOSURES IS A CRIMINAL MISDEMEANOR AND 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 THE NOTICE.				
INI	TIALS: BUYER BUYER SELLER SELLER SELLER			
2. HISTORIC SITE/RESOURCE/DISTRICT:  If checked Yes by Seller, Pursuant to Prince George's County Code, Subtitle 29Preservation of Historic Resources, Seller hereby notifies Buyer that the Property being transferred has been designated an historic resource or is located within an historic				

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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.

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Fax: 301.681.5094

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3. UNIMPROVED ROAD:	YES X NO
If checked Yes by Seller, Seller acknowledges that the road abutting the pro-	operty is unfinished or does not meet County roadway
Standards and that there is a recorded covenant deferring future cost for stree	et improvements which has been deferred by the Prince
George's County Department of Public Works and Transportation, for which a	Buyer may be liable.

- 4. LAND USE, ZONING, ROADS, HIGHWAYS, PARK, TRANSPORTATION, ETC: Seller certifies that 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 Buyer is aware that information relative to (1) government plans for land use, roads, highways, parks, transportation, etc., and (2) rezoning is available for inspection at the County Administration Building, Upper Marlboro, Maryland, at <a href="https://www.pgAtlas.com">www.pgAtlas.com</a>, and <a href="http://www.pgplanning.org/Planning\_Home">http://www.pgplanning.org/Planning\_Home</a>. Buyer(s) further acknowledges, and is strongly encouraged to take advantage of his/her opportunity to examine the above referenced information and any other information pertaining to the Property that is relevant to Buyer prior to signing or entering into the contract of sale.
- 5. 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 of such facility and that insurance against such damage is the responsibility of the Buyer.
- 6. MILITARY INSTALLATIONS/MILITARY OPERATIONS: This Section does not apply in Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties. Buyer is advised that the Property may be located near a military installation that conducts flight operations, munitions testing, or military operations that may result in high noise levels. The Property may be located near Joint Base Andrews Naval Air Facility Washington ("Andrews Air Force Base") or locations where military flight operations occur. Properties located near military aircraft operation centers may be impacted by varying degrees of noise, potential aircraft accidents consistent with other airfields 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) regarding the impact of military operations in the area considered for purchase. Additional information may be available at 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.
- 7. 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 a community amenity 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. Is the Property located in a community where a home builder has agreed to provide a community amenity as described above which has not been completed? YES NO X (If yes, PGCAR Form #1339 MUST be attached to contract)

### 8. UTILITY USAGE:

Prince George's County Code, Section 13.1107 requires certain sellers of single family residential real property, defined as residential real property improved by four or fewer single family units, to provide, on 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 single-family home for the entire prior 12 months, the seller must provide the buyer, on written request, with the required information for that part of the prior 12 months, if any, 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. (See PGCAR Form #1336)

### 9. CARBON MONOXIDE DETECTORS:

Prince George's County Code, Section 11.295 requires the seller or transferor to install carbon monoxide detectors before or at the time of the transfer of ownership of the following residences:

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One-and two-family residential dwellings. The requirements for installation and maintenance of a carbon monoxide detector in an existing one-and two-family residential dwelling shall be at least one (1) battery-powered carbon monoxide detector installed on each level of the dwelling 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.

#### 10. 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 a statement advising the buyer as follows: 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.

11. DEFERRED WATER AND SEWER ASSESSMENTS/FRONT FOOT BENEFIT CHARGES: Certain 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 for between 20 and 40 years, but are often not paid in the property tax bill. These charges or assessments are separate from bills for water and sewer usage and from homeowners' association dues. If not included in the property tax bill, they are often paid annually and are not usually included within an escrow payment paid to a mortgage holder. 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, as detailed below, by seller (owner) 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.

r assessments or front foot benefit charges assessed against the Property. the property tax bill for the Property.
essed against the Property in the amount of \$ per year.
assessment are They are paid to
(name of company) with an address of
& phone number of
PPLY: (To be completed by Seller ONLY if Property is served by a private plied to the Property by Sewer service is supplied to the Property by
whose phone number is
public water? nnection to public water? wtable water, if any, for the Property is:
ublic sewer system?  nnection to public sewer?  yes NO
EWE:  ed to proper of poor confer con

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		ITY COMPANY ASSESSMENT:	ES VNO
If checked Ye	es by Sel	ller, Seller acknowledges that the Property is subject to a Private Utility Compa	any Assessment in the amount
provided) and	payment	t is made to	(utility service
company). Bu	yer agree	and the frequency of payment is for t is made to es to assume responsibility for this assessment as of the Date of Settlement.	(**************************************
Condomini	um   Co	OOP - OWNERSHIP WITH ASSESSMENTS: Ownership Association wit opperative. Name of Project/Subdivision:	
Management (	Company	x \$ Special Assessments: \$	e;
Assessments/s	special ta	x \$ per Special Assessments: \$	. Are there any
assessments ap	pproved i	but not yet assessed? YES NO If yes, amount \$	and explain reason for
16. OTHER	ASSESS	EMENTS:  Lagrange of the Property is subject to an Assessment in the amount of the Employee that the Property is subject to an Assessment in the Assessment in the Employee that the Property is subject to an Assessment in the Employee that the Property is subject to an Assessment in the Employee that the Property is subject to an Assessment in the Employee that the Property is subject to an Assessment in the Employee that the Property is subject to an Assessment in the Employee that the Property is subject to an Assessment in the Employee that the Property is subject to an Assessment in the Employee that the Property is subject to an Assessment in the Employee that the Property is subject to an Assessment in the Employee that the Property is subject to an Assessment in the Employee that the Property is subject to an Assessment in the Employee that the Property is subject to an Assessment in the Employee that the Property is subject to an Assessment in the Employee that the Property is subject to an Assessment in the Employee that the Property is subject to an Assessment in the Employee that the Property is subject to an Assessment in the Employee that the Property is subject to an Assessment in the Employee that the Property is subject to an Assessment in the Employee that the Property is subject to an Assessment in the Employee that the Property is subject to the Property is subject to the Property is subject to the Property in the Property is subject to	ES NO
and the frequen	ncv of pa	expect is and the Assessment is for	ıt 5
and payment is	s made to	and the Assessment is for Buyer a of the Date of Settlement.	grees to assume responsibility
for this Assess	ment as	of the Date of Settlement.	
17. GROUNI	D RENT	':	ES NO
		ler, Seller acknowledges that the Property is subject to an existing ground rent a	s provided in a lease recorded
among the Lar	nd Recor	rds, or if a ground rent is to be created, Seller will make those disclosures requ	ired by law by an appropriate
additional clau	ise or ado	dendum to the Contract.	
18. UNDERG	GROUN	D STORAGE TANK:	ES INO
If checked Ye	es by Se	eller, Seller acknowledges that the tank is currently In Use Not In Us	e (check one) Seller further
acknowledges	that the t	tank is/was used for	If Seller has checked that
the tank is not	in use, p	tank is/was used forlease explain when, where and how the tank was abandoned:	·
If checked Yes Buyer that the Buyer is aware Vernon Historic rescind the contract of the contr	by Selle Property that the Viewsh	ON HISTORIC VIEWSHED:  The property of the pro	ES LINO 2-162.01, Seller hereby notifies or acknowledges that, as such, n of the property in the Mount is aggrieved by such failure to
(Section 9-101 in a dwelling dwired—may be jurisdictions has	through depends to e older to ave more th the Pro	I NOTICE: Seller is hereby notified of changes in Maryland law regarding smole in 9-109 of the Public Safety Article of the Annotated Code of Maryland). The upon the age of the property. As of January 1, 2018, among other changes, no also than 10 years from the date of manufacture. There are penalties for non-cone stringent rules for new construction or for rentals. Seller is advised to verify operty is located Seller acknowledges that Seller has read and understands the property.  Seller Seller Seller Seller acknowledges that Seller has read and understands the property is located Seller acknowledges.	type of smoke alarm required arm—battery powered or hard- mpliance. Additionally, some compliance with the city or
21. MUNICII	PALITII	ES: If the Property is located within a Municipality, the name of the Municipality	is
AA DESIGNATION			
22. RENTAL a)		SE REQUIRED: event Buyer intends to lease the Property being purchased, or any part thereof, imr	
<b></b> )	or in	the future, Buyer acknowledges that Buyer is responsible to timely apply for, obt	ain and renew a rental facility
	licens	se from the Prince George's County Department of Permitting, Inspections and	Enforcement (DPIE) or any
* `	munic	cipality requiring a rental license and to pay all fees relating to such application ar	nd/or renewal.
b)	Buyei 1)	r further acknowledges, pursuant to Prince George's County Code Sections 13-18	6 and 13-189 that:
	1)	A rental license is required in order to lease a single-family or multiple- located in Prince George's County;	amily rental housing facility
	2)	A rental license is valid for a period of two (2) years;	
	3)	A rental license as issued by DPIE is non-transferable and terminates upon rental facility;	a change of ownership of the
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- In the event Buyer intends to lease the Property, immediately following settlement, Buyer is required to 4) apply for a new or initial rental license with DPIE, and to pay all fees in connection with such application, within thirty (30) days following settlement; and
- 5) 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.
- 6) Rental licenses are different from short term rental licenses and cannot be used interchangeably.

Initials: BUYER	BUYER
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### 23. SHORT-TERM RENTAL LICENSE REQUIRED:

- a) In the event Buyer intends to lease the Property being purchased as a short term rental, or any part thereof, immediately following settlement, or in the future, through a hosting platform (i.e. AIRBNB, VRBO, etc..) or by other means, 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:
  - 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 during the rental. A short-term rental may be occupied by a short-term rental guest for no more than 180 days per calendar year, if the host is present during the short-term rental. A short-term rental provider shall not combine time limits for shortterm rentals. The maximum allowable days for a short-term rental are 180 calendar days, provided all requirements are met for that time frame. A short-term rental is a tourist home that is an accessory use to a dwelling, but does not include a hotel, motel, inn, boarding house, group residential facility, and fraternity or sorority house.
  - 2. A short-term rental license is required in order to rent/lease a single-family or multiple-family housing, or any part thereof, located in Prince George's County;
  - A short-term rental license is valid for a period of one (1) year from date of issuance;
  - In the event Buyer intends to rent/lease the Property, or any part thereof, as a short-term rental, immediately following settlement or anytime thereafter, Buyer is required to apply for a short-term rental license with DPIE, and to pay all fees in connection with such application;
  - Buyer acknowledges that, in addition to and including items 1-4 above, certain other provisions, mandates, restrictions, requirements, and notices apply to short term rentals as detailed in Prince George's County Code, Subtitle 5. Businesses and Licenses, Division 8 - Short Term Rentals, to which Buyer will be bound and obligated;
  - Rental licenses are different from short-term rental licenses and cannot be used interchangeably.

	Initials:	Buyer	Buyer			
24.	TRANSFE	R TAX EX	EMPTIONS: Is Bu	yer employed as	a;	
	1.	Prince Ge	orge's County Public	c School System	Classroom Teacher	YES NO
	2.	Prince Ge	orge's County Police	e Officer, Munici	pal Police Officer, Deputy Sheriff	YES NO
	ES, certain ermine if exe			may apply. See I	PGCAR Form #1327 (Teacher) or	Form #1330 (Law Enforcement) to
ena	ble a party t	to the contra	ect who is aggrieved	d by such failure		not limited to 3., 4., 11., 19) shall ne prior to settlement. The right of the sales contract shall remain.
			ngraph headings of toons of the parties.	this Agreement a	re for convenience and reference	only, and in no way define or limit
BU	YER			DATE	SELLER Estate of Peter and Patric	DATE DATE
BU	YER			DATE	SELI ER	DATE

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SELLER

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DATE

DATE



### NOTICE TO BUYER AND SELLER OF BUYER'S RIGHTS AND SELLER'S OBLIGATIONS UNDER

ADDENDUM d	ated January 21, 2021	to the Contract of Sale
อetween Buyei and Seller	Estate of Peter and Patricia Chambers	for Property
known as	8408 Brady Avenue, Bowie, MD 20	
occupancy has been the Tax-Property A real property under real property by for transfer by a fiduc	does <u>not</u> apply to: (1) the initial sale of single family residential property which has en issued within one year prior to the date of the Contract; (2) a transfer that is exemparticle, except land installments contracts of sale under Subsection 13-207(a)(11) of r Subsection 13-207(a)(12) of the Tax-Property Article; (3) a sale by a lender or an reclosure or deed in lieu of foreclosure; (4) a sheriff's sale, tax sale, or sale by forecle iary in the course of the administration of a decedent's estate, guardianship, consequently to be converted by the buyer into a use other than residential use or to be demonstrated.	of from the transfer tax under Subsection 13-207 of f the Tax-Property Article and options to purchase affiliate or subsidiary of a lender that acquired the osure, partition or by court appointed trustee; (5) a privatorship, or trust; (6) a transfer of single family
seller of a sing	-702 of the Real Property Article of the Annotated Code of Mary le family residential property ("the property") deliver to each buyer, published and prepared by the Maryland Real Estate Commission,	, on or before entering into a contract of
	en property condition disclosure statement listing all defects includir ler has actual knowledge in relation to the following:	ng latent defects, or information of which
(i) (ii) (iii) (iv) (v) (vi) (vii) (viii) (ix) (x)	Water and sewer systems, including the source of household sprinkler systems; Insulation; Structural systems, including the roof, walls, floors, foundation and Plumbing, electrical, heating, and air conditioning systems; Infestation of wood-destroying insects; Land use matters; Hazardous or regulated materials, including asbestos, lead-bastanks, and licensed landfills; Any other material defects, including latent defects, of which the set Whether the required permits were obtained for any improvements Whether the smoke alarms:  1. will provide an alarm in the event of a power outage; 2. are over 10 years old; and 3. if battery operated, are sealed, tamper resistant units incorp long-life batteries as required in all Maryland homes by 2018; all the property relies on the combustion of a fossil fuel for heat, operation, whether a carbon monoxide alarm is installed on the pro-	d any basement;  sed paint, radon, underground storage eller has actual knowledge; s made to the property;  porating a silence/hush button and use and ventilation, hot water, or clothes dryer
"Latent that:	defects" under Section 10-702 means material defects in real prop	perty or an improvement to real property
(i) (ii)	A buyer would not reasonably be expected to ascertain or observe Would pose a threat to the health or safety of the buyer or an occur or invitee of the buyer;  OR	
(B) A writte	en disclaimer statement providing that:	
(i)	Except for latent defects of which the seller has actual knowledge warranties as to the condition of the real property or any improvements	on the real property; and
(ii)  Buyer	The buyer will be receiving the real property "as is," with all def exist, except as otherwise provided in the contract of sale of the pr	

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At the time the disclosure or disclaimer statement is delivered to you ("the buyer"), you are required to date and sign a written acknowledgement of receipt on the disclosure or disclaimer statement which shall be included in or attached to the contract of sale.

Section 10-702 further provides that a buyer who receives the disclosure or disclaimer statement on or before entering into a contract of sale does not have the right to rescind the contract based upon the information contained in the disclosure or disclaimer statement.

You are hereby notified that, in certain circumstances, you have the right to rescind your contract with the seller if the seller falls to deliver to you the written property condition disclosure or disclaimer statement. Section 10-702 provides that a buyer who does not receive the disclosure or disclaimer statement on or before entering into the contract has the unconditional right, upon written notice to the seller or seller's agent.

- (i) To rescind the contract at any time before the receipt of the disclosure or disclaimer statement or within 5 days following receipt of the disclosure or disclaimer statement; and
- (ii) To the immediate return of any deposits made on account of the contract.

Your right to rescind the contract under Section 10-702 terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application or within 5 days following receipt of a written disclosure from a lender who has received your application for a mortgage loan, if the lender's disclosure states that your right to rescind terminates at the end of that 5 day period.

Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
- (ii) Occupancy, in the event of a lease with option to purchase.

The information contained in the property condition disclosure statement is the representation of the seller and not the representation of the real estate broker or sales person, if any. A disclosure by the seller is not a substitute for an inspection by an independent professional home inspection company. You should consider obtaining such an inspection. The information contained in a disclosure statement by the seller is not a warranty by the seller as to the condition of the property of which condition the seller has no actual knowledge or other condition, including latent defects, of which the seller has no actual knowledge. The seller is not required to undertake or provide an independent investigation or inspection of the property in order to make the disclosures required by Section 10-702. The seller is not liable for an error, inaccuracy or omission in the disclosure statement if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the seller or was provided to the seller by a third party as specified in Section 10-702(i) or (j).

You may wish to obtain professional advice about the property or obtain an inspection of the property.

The undersigned buyer(s) and seller(s) acknowledge receipt of this notice on the date indicated below and acknowledge that the real estate licensee(s) named below have informed the buyer(s) and the seller(s) of the buyer(s) rights and the seller(s) obligations under Section 10-702.

			5/2021
Buyer's Signature	Date	Seller's Signature Estate of Peter and Patricia Chamb	Date
Buyer's Signature	Date	Seller's Signature	Date
Agent's Signature	Date	Agent's Signature  John Burgess	1/2/2/ Date

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	MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT
Property Ad	dress: 8408 Brady Avenue, Bowie, MD 20720
Legal Descri	iption:
	NOTICE TO SELLER AND PURCHASER
furnish to th property "as except as oth STATEMEN	702 of the Real Property Article, <i>Annotated Code of Maryland</i> , requires the seller of certain residential real property to be purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the seller is selling the is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, nerwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE NT disclosing defects or other information about the condition of the real property actually known by the seller. Certain residential property are excluded from this requirement (see the exemptions listed below).
1,	<ul> <li>10-702. EXEMPTIONS. The following are specifically <u>excluded</u> from the provisions of §10-702:</li> <li>The initial sale of single family residential real property: <ul> <li>A. that has never been occupied; or</li> <li>B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a</li> </ul> </li> </ul>
2.,	contract of sale; A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
4.	A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;  A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
6.	A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship. conservatorship, or trust:  A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or  A sale of unimproved real property.
Section 10-76 The seller m property or an (1)	02 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of out provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real n improvement to real property that:  A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and Would pose a direct threat to the health or safety of:  (i) the purchaser; or  (ii) an occupant of the real property, including a tenant or invitee of the purchaser.
	MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT
information a You may wis independent	O SELLERS: Complete and sign this statement only if you elect to disclose defects, including latent defects, or other about the condition of the property actually known by you; otherwise, sign the Residential Property Disclaimer Statement. Is should be stated to obtain professional advice or inspections of the property; however, you are not required to undertake or provide any investigation or inspection of the property in order to make the disclosure set forth below. The disclosure is based on all knowledge of the condition of the property at the time of the signing of this statement.
Sellers as of and you may	PURCHASERS: The information provided is the representation of the Sellers and is based upon the actual knowledge of the date noted. Disclosure by the Sellers is not a substitute for an inspection by an independent home inspection company, wish to obtain such an inspection. The information contained in this statement is not a warranty by the Sellers as to the the property of which the Sellers have no knowledge or other conditions of which the Sellers have no actual knowledge.
How long ha	ve you owned the property?
Property Sys Water Supp Sewage Dis	
Garbage Dishwasher Heating Air Condition	Yes No Oil Natural Gas Electric Heat Pump Age Other

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8408 Brady Avenue

John Burgess Group / Pealty Executives Premier, 3919 National Dr Ste 310 Burtonsville MD 20866 Phone: 301.681.5093 Fax: 301.681.5094

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ESTATE SALE OFFI

Please indicate your actual knowledge with respect to the following:
1. Foundation: Any settlement or other problems? Yes No Unknown  Comments:
2. Basement: Any leaks or evidence of moisture? [_] Yes [_] No [_] Unknown [_] Does Not Apply Comments:
3. Roof: Any leaks or evidence of moisture? [_] Yes [_] No [_] Unknown Type of Roof: Age
Comments:
Is there any existing fire retardant treated plywood?   [ ] Yes [ ] No [ ] Unknown  Comments:
4. Other Structural Systems, including exterior walls and floors:
Comments:  Any defects (structural or otherwise)? [ ] Yes [ ] No [ ] Unknown
Comments:
5. Plumbing system: Is the system in operating condition? [_] Yes [_] No [_] Unknown  Comments:
6. Heating Systems: Is heat supplied to all finished rooms? [_] Yes [_] No [_] Unknown  Comments:
Is the system in operating condition? Yes No Unknown Comments:
7. Air Conditioning System: Is cooling supplied to all finished rooms? [_] Yes[_] No [_] Unknown [_] Does Not Apply Comments:
Is the system in operating condition?
8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?
[_] Yes [_] No [_] Unknown
Comments:
8A. Will the smoke alarms provide an alarm in the event of a power outage? Yes No Are the smoke alarms over 10 years old? Yes No If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018? Yes No Comments:
9. Septic Systems: Is the septic system functioning properly?  When was the system last pumped? Date  [] Yes[] No [] Unknown  [] Unknown  Comments:
10. Water Supply: Any problem with water supply? [_] Yes [_] No [_] Unknown Comments:
Home water treatment system: Yes No Unknown Comments:
Fire sprinkler system: [_] Yes [_] No [_] Unknown [_] Does Not Apply Comments:
Are the systems in operating condition? [ Yes No Unknown Comments:
11. Insulation:
In exterior walls? Yes No Unknown In ceiling/attic? Yes No Unknown In any other areas? Yes No Where? Comments:
12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?  [] Yes
Are gutters and downspouts in good repair? [] Yes [] No [] Unknown
Comments:

13. Wood-destroying insects: Any infestation an Comments:	d/or prior damage?	[] Yes [_	_] No [	] Unknown
Any treatments or repairs?  Any warranties?  Comments:	Yes	_] Unknown _] Unknown		-
14. Are there any hazardous or regulated material underground storage tanks, or other contaminatio If yes, specify below Comments:				os, radon gas, lead-based paint, ] Unknown
15. If the property relies on the combustion of monoxide alarm installed in the property?  [_] Yes [_] No [_] Unknow Comments:	vn		ter, or clothe	es dryer operation, is a carbon
16. Are there any zoning violations, nonconform unrecorded easement, except for utilities, on or at If yes, specify below Comments:	ning uses, violation of built fecting the property?	ilding restrictions [] Yes [_		equirements or any recorded or Unknown
16A. If you or a contractor have made improlocal permitting office? [] Yes  Comments:		ty, were the requ Not Apply		
17. Is the property located in a flood zone, con District? [_] Yes [_] No [_] Comments:	Unknown If yes, specif		e Bay critica	al area or Designated Historic
18. Is the property subject to any restriction impo	osed by a Home Owners Unknown If yes, special		y other type o	of community association?
19. Are there any other material defects, includir	ng latent defects, affecting Unknown	g the physical con	dition of the	property?
NOTE: Seller(s) may wish to disclose RESIDENTIAL PROPERTY DISCLOSE			gs on the	property on a separate
The seller(s) acknowledge having careful is complete and accurate as of the date s of their rights and obligations under \$10-	igned. The seller(s) t	further acknow	ledge that	
Seller(s)			Date	
Seller(s)  Estate of Peter and Patricia Cl	nambers			
Seller(s)			Date	
The purchaser(s) acknowledge receipt of have been informed of their rights and ob	oligations under §10-	702 of the Mar	yland Real	er acknowledge that they Property Article.
Purchaser			Date	
Purchaser			Date	

#### MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO SELLER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned seller(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The seller(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
- (2) Would pose a direct threat to the health or safety of:
  - (i) the purchaser; or
  - (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

Does the seller(s) have actual knowledge of any latent defec	ts? Yes No If yes, specify:
/	
Seller	Date
Estate of Peter and Patricia Chambers	
Seller	Date
The purchaser(s) acknowledge receipt of a copy of this disc	
have been informed of their rights and obligations under §10	0-702 of the Maryland Real Property Article.
Purchaser	D-4-
Purchaser	Date
Purchaser	Date
ruchaser	Date

Page 4 of 4

FORM: MREC/DLLR: Rev 07/31/2018



### DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

8408 Brady Avenue Property Address: Bowie, MD 20720 SELLER/LANDLORD REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE

PROPERTY, THAT (SELLER/LANDLORD TO INITIAL APPLICABLE LINE) housing was constructed prior to date of construction is uncertain. FEDERAL LEAD WARNING STATEMENT: A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly 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/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-based paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A tenant must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a buyer conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase. Seller's/Landlord's Disclosure (a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below): Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Records and reports available to the seller (initial (i) or (ii) below): Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint ds in the housing. Buyer's/Tenant's Acknowledgment (initial) Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any, Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home. (e) Buyer has (initial (i) or (ii) below): received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or 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) Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) 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 royided is true and accurate. etter/Landlord **Buyer/Tenant** Date Estate of Peter and Patricia Chambers Seller/Landlord **Buyer/Tenant** Date

Seller's/Landlord Buyer's/Tenant's Agent Date ohn Burgess 10/17

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### MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

8408 Brady Avenue Property Address: Bowie, MD 20720 MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirementsmaybeobtainedat: http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx. 1. Seller hereby discloses that the Property was constructed prior to 1978; AND is not registered in the Maryland Program (Seller to The Property initial applicable line). 2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants. 3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an

hazards or notice of elevated blood lead levels from a tenant of applicable line) / has; or / either the modified or full risk reduction treatment of the Proper occurred that obligates Seller to perform either the modified or discloses the scope of such treatment as follows:	or state, local or municipal has <u>not</u> occurred, v ty as required under the M	health agency) ( <b>Seller to initial</b> which obligates Seller to perform aryland Program. If an event has
If such event has occurred, Seller (Seller to initial applicable will not perform the required treatment prior to transfer of title o		will; OR/
ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's in Paragraphs/(BUYER)	nitials that Buyer has rea	ad and understands the above
CERTIFICATION OF ACCURACY: The following parties have their knowledge, that the information they have provided is true		above and certify, to the best of
Seller Date Estate of Peter and Patricia Chambers	Buyer	Date
Seller Date	Buyer	Date
Seller's Agent Date Date	Buyer's Agent	Date





10/17



## INCLUSIONS/EXCLUSIONS AND UTILITIES ADDENDUM TO EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT

For the sole purpose of assisting the agent in preparing an offer and is not to be part of the Contract of Sale

ADDENDUM dated	toto	Exclusive Right to Sell Resident	dential Brokerage Agreement
between Seller(s)	Estate of Pet	er and Patricia Chambers	
and Broker John Burgess G	roup / Realty Executives Premi	er John	Burgess
for Property known as	8408 Brady Avenue Bowie, MD 20720		
INCLUSIONS/EXCLUSIONS: unless otherwise negotiated:	Seller intends for these items	marked below to be include	d in the sale of the property
INCLUDED	INCLUDED	INCLUDED	INCLUDED
EXCLUSIONS (Specify):  LEASED ITEMS: FUEL TAN	[ ] Exist. w/w Carpet [ ] Fireplace Screen Doors [ ] Freezer [ ] Furnace Humidifier [ ] Garage Opener(s) #	[ ] Storage Shed(s) # [ ] Storm Doors [ ] Storm Windows [ ] Stove or Range [ ] T.V. Antenna [ ] Trash Compactor [ ] Wall Mount T.V. Brackets [ ] Wall Oven(s) #	
UTILITIES: WATER, SEWAG	E, HEATING AND CENTRAL AIF	R CONDITIONING: (Check al	l that apply)
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Oil [  Gas [ / ]  Gas [ / ]	Elec. [ ] Heat Pump [ Elec. [ ] Other Other	] Other
all all	( Km 1-21-21	allar	 Date
Seller Estate of Peter and Pa	tricia Chambers Date S	eller 9	Date
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Buyon

John Burgess

0018

John Burgess Group / Realty Executives Premier, 3919 National Dr Ste 310 Burtonsville MD 20866

Buyer

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