

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 COUNTY 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

ADDENDUM dated \_\_\_\_\_ to the Contract of Sale dated \_\_\_\_\_, between Buyer \_\_\_\_\_ and Seller \_\_\_\_\_ for Property known as \_\_\_\_\_.

The 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)
B. Record Title Holder Notice. Is Seller/Owner the Record Title Holder? (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 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.

INITIALS: BUYER \_\_\_\_\_ BUYER \_\_\_\_\_ SELLER \_\_\_\_\_ SELLER \_\_\_\_\_

2. HISTORIC SITE/RESOURCE/DISTRICT: \_\_\_\_\_

If checked Yes by Seller, Pursuant to Prince George's County Code, Subtitle 29--Preservation of Historic Resources, 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.

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**3. UNIMPROVED ROAD:**

YES  NO

If checked Yes by Seller, Seller acknowledges that the road abutting the property is unfinished or does not meet County roadway Standards and that there is 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.

**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 [www.PGAtlas.com](http://www.PGAtlas.com), and [http://www.pgplanning.org/Planning\\_Home](http://www.pgplanning.org/Planning_Home). 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 and 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](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>.

**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 (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:

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

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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.

**(Seller to check appropriate line below):**

- There are currently NO deferred water and sewer assessments or front foot benefit charges assessed against the Property.
- Currently, front foot benefit charges are paid in the property tax bill for the Property.
- Deferred water and sewer assessments ARE assessed against the Property in the amount of \$ \_\_\_\_\_ per year. The approximate number of years remaining on the assessment are \_\_\_\_\_. They are paid to \_\_\_\_\_ (name of company) with an address of \_\_\_\_\_ & phone number of \_\_\_\_\_.

**12. PRIVATE WATER AND/OR SEWER SUPPLY: (To be completed by Seller ONLY if Property is served by a private water and/or Sewer company only)** Water is supplied to the Property by \_\_\_\_\_ whose phone number is \_\_\_\_\_. Sewer service is supplied to the Property by \_\_\_\_\_ whose phone number is \_\_\_\_\_.

**13. AVAILABILITY OF WATER AND SEWER SERVICE: (Seller to check appropriate boxes)**

- A. Water: Is the Property connected to public water?  YES  NO
  - If no, has it been approved for connection to public water?  YES  NO
  - If not connected, the source of potable water, if any, for the Property is: \_\_\_\_\_
- B. Sewer: Is the Property connected to public sewer system?  YES  NO
  - If no, has it been approved for connection to public sewer?  YES  NO
  - If not connected, has a septic system been installed?  YES  NO
  - If not connected, has a septic system been approved?  YES  NO
  - If not connected, has a septic system been disapproved?  YES  NO
  - If yes, explain: \_\_\_\_\_



**14. PRIVATE UTILITY COMPANY ASSESSMENT:**

YES  NO

If checked Yes by Seller, Seller acknowledges that the Property is subject to a Private Utility Company Assessment in the amount \$\_\_\_\_\_ and the frequency of payment is \_\_\_\_\_ for \_\_\_\_\_ (utility service provided) and payment is made to \_\_\_\_\_ (name of company). Buyer agrees to assume responsibility for this assessment as of the Date of Settlement.

**15. HOA/CONDO/COOP - OWNERSHIP WITH ASSESSMENTS:** Ownership Association with mandatory fees  (HOA)

Condominium  Cooperative. Name of Project/Subdivision: \_\_\_\_\_. Telephone: \_\_\_\_\_. Management Company: \_\_\_\_\_. Assessments/special tax \$\_\_\_\_\_ per \_\_\_\_\_. Special Assessments: \$\_\_\_\_\_. Are there any assessments approved but not yet assessed?  YES  NO If yes, amount \$\_\_\_\_\_ and explain reason for assessment:

**16. OTHER ASSESSMENTS:**

YES  NO

If checked Yes by Seller, Seller acknowledges that the Property is subject to an Assessment in the amount \$\_\_\_\_\_ and the frequency of payment is \_\_\_\_\_ and the Assessment is for \_\_\_\_\_. Buyer agrees to assume responsibility for this payment is made to \_\_\_\_\_. Assessment as of the Date of Settlement.

**17. GROUND RENT:**

YES  NO

If checked Yes by Seller, Seller acknowledges that the Property is subject to an existing ground rent as provided in a lease recorded among the Land Records, or if a ground rent is to be created, Seller will make those disclosures required by law by an appropriate additional clause or addendum to the Contract.

**18. UNDERGROUND STORAGE TANK:**

YES  NO

If checked Yes by Seller, Seller acknowledges that the tank is currently  In Use  Not In Use (check one). Seller further acknowledges that the tank is/was used for \_\_\_\_\_. If Seller has checked that the tank is not in use, please explain when, where and how the tank was abandoned: \_\_\_\_\_.

**19. MOUNT VERNON HISTORIC VIEWSHED:**

YES  NO

If checked Yes by Seller, Pursuant to Prince George's County Code, Subtitle 2. Administration, Section 2-162.01, Seller hereby notifies Buyer that the Property being transferred is located within the Mount Vernon Historic Viewshed. Buyer acknowledges that, as such, 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 Viewshed. Failure to comply with this provision shall enable a party to the contract who is aggrieved by such failure to rescind the contract at any time prior to settlement. The right of rescission is not an exclusive remedy, and any other right or cause of action available to a party to the sales contract shall remain.

**20. SMOKE ALARM NOTICE:** Seller is hereby notified of 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, among other changes, no alarm—battery powered or hard-wired—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. Seller acknowledges that Seller has read and understands the provisions of Paragraph 20. (Seller to initial): Initials: Seller \_\_\_\_\_ Seller \_\_\_\_\_

**21. MUNICIPALITIES.** If the Property is located within a Municipality, the name of the Municipality is \_\_\_\_\_.

**22. RENTAL LICENSE REQUIRED:**

- a) In the event Buyer intends to lease the Property being purchased, or any part thereof, immediately following settlement, or in the future, Buyer acknowledges that 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) or any municipality requiring a rental license and to pay all fees relating to such application and/or renewal.
- b) Buyer further acknowledges, pursuant to Prince George's County Code Sections 13-186 and 13-189 that:
  - 1) A rental license is required in order to lease a single-family or multiple-family rental housing facility located in Prince George's County;
  - 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 a change of ownership of the rental facility;

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- 4) 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 to pay all fees in connection with such application, within thirty (30) days following settlement;
- 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; and
- 6) Rental licenses are different from short term rental licenses and cannot be used interchangeably.

Initials: Buyer \_\_\_\_\_ Buyer \_\_\_\_\_

**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).
- b) Buyer further acknowledges, pursuant to Prince George’s County 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 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 short-term 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;
  - 3. A short-term rental license is valid for a period of one (1) year from date of issuance;
  - 4. 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;
  - 5. 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;
  - 6. Rental licenses are different from short-term rental licenses and cannot be used interchangeably.

Initials: Buyer \_\_\_\_\_ Buyer \_\_\_\_\_

**24. TRANSFER TAX EXEMPTIONS:** Is Buyer employed as a;

- 1. Prince George’s County Public School System Classroom Teacher  YES  NO
- 2. Prince George’s County Police Officer, Municipal Police Officer, Deputy Sheriff  YES  NO

If YES, certain County transfer tax exemptions may apply. See PGCAR Form #1327 (Teacher) or Form #1330 (Law Enforcement) to determine if exemption applies.

**25. NOTICE:** The failure to comply with certain provisions of this addendum (including but not limited to 3., 4., 11., 19.) shall enable a party to the contract who is aggrieved by such failure to rescind the contract at any time prior to settlement. The right of rescission is not an exclusive remedy, and any other right or cause of action available to a party to the sales contract shall remain.

**26. HEADINGS:** The Paragraph headings of this Agreement are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties.

BUYER	DATE	SELLER	DATE
BUYER	DATE	SELLER	DATE