



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

ADDENDUM dated 04/06/2023 to the Contract of Sale dated _____, between Buyer _____ and Seller _____
Janet Moore Hawley Revocable Trust for Property known as
4513 Amherst Rd, College Park, MD 20740

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.** YES NO
 (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? 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** YES NO
 (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.** YES NO
 (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.

INITIALS: BUYER _____ BUYER _____ SELLER _____ SELLER _____

- 2. HISTORIC SITE/RESOURCE/DISTRICT:** YES NO
 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, and 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 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 (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.

(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 _____. Sewer service 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: _____

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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:

YES NO

Ownership Association with mandatory fees (HOA) Condominium Cooperative.

Name of Project/Subdivision: _____

Management Company: _____

Telephone: _____

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 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 *JMN* 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; **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 _____

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 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 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

Janet Moore Hawley, Trustee 4/6/2

SELLER DATE
Janet Moore Hawley Revocable Trust

BUYER DATE

SELLER DATE

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Prince George's County

General Aviation Airport Environment Disclosure Notice

To _____ (prospective purchaser)

The property at 4513 Amherst Rd, College Park, MD 20740 (address/location)

is located within approximately one mile from College Park Airport (airport/address).

Prince George's County has determined that premises 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. For more information, please contact the Prince George's County Planning Department, Information Counter, at 301-952-3208 (For additional information visit the Maryland-National Capital Park and Planning Commission website and conduct a property search at www.PGAtlas.com).

CERTIFICATION

As the owner of the subject property, I hereby certify that I have informed _____ as a prospective purchaser that the subject property is located in a general aviation airport environment.

Date: The _____ day of _____, _____.

Owner: _____
Janet Moore Hawley Revocable Trust

As the prospective purchaser of the subject property, I hereby acknowledge that I have been informed that the subject property is in a general aviation airport environment.

Date: The _____ day of _____, _____.

Purchaser: _____

(See maps on reverse)

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PGCAR Form #1312 – General Aviation Airport Environmental Disclosure Notice

Rev. 8/21

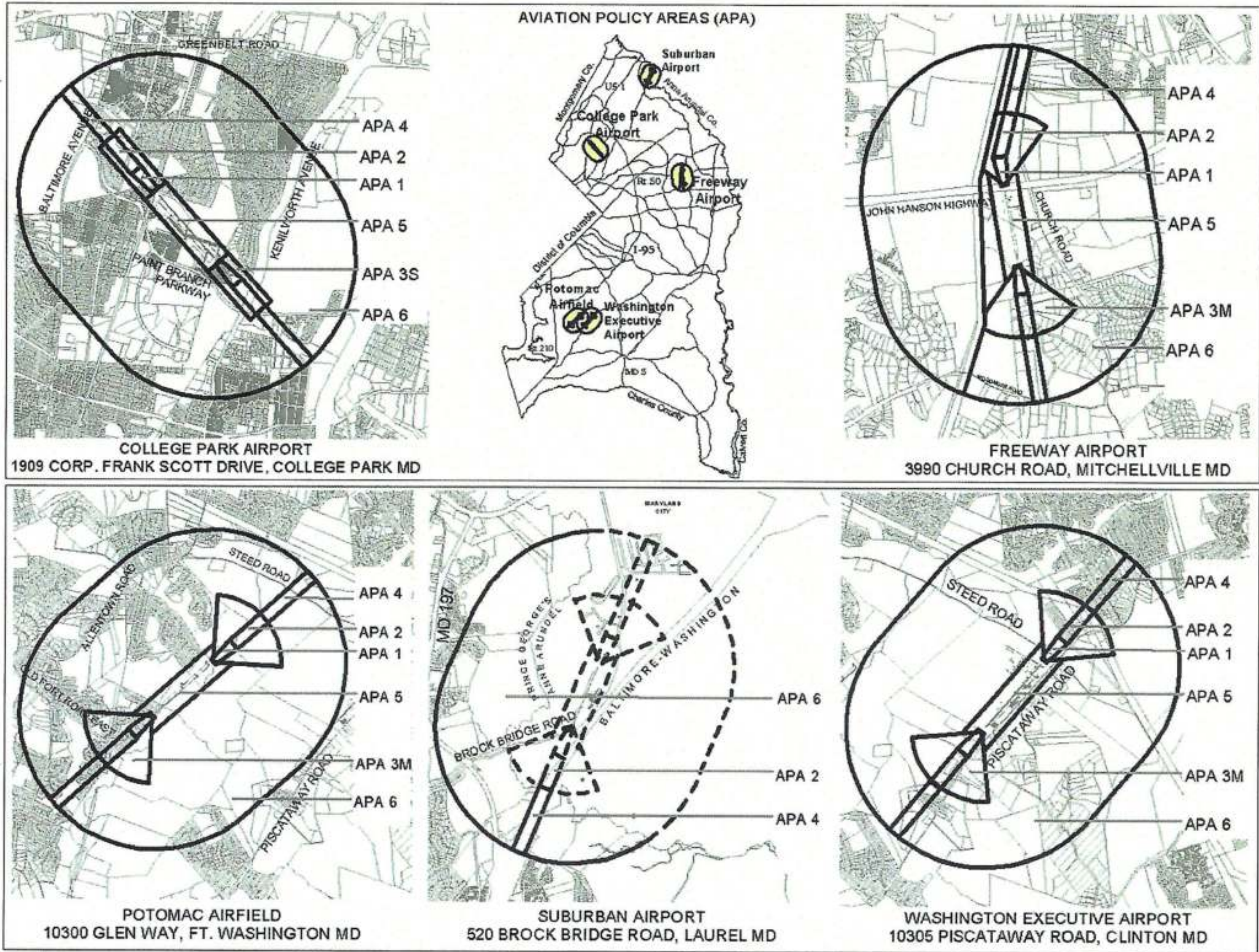
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Prince George's County

General Aviation Airport Environment Disclosure Notice



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**DISCLOSURE OF INCLUSIONS/EXCLUSIONS, LEASED ITEMS, AND UTILITIES
ADDENDUM**

UPON EXECUTION BY BUYER AND SELLER, THIS DOCUMENT WILL BECOME AN **ADDENDUM** TO THE CONTRACT OF SALE

SELLER'S DISCLOSURE made on April 6, 2023 ■ ADDENDUM to Contract of Sale dated _____
between Buyer _____
and Seller Janet Moore Hawley Revocable Trust
for Property known as 4513 Amherst Rd, College Park, MD 20740

1. INCLUSIONS/EXCLUSIONS. Included in the purchase price are all permanently attached fixtures, including all smoke detectors (and, carbon monoxide detectors, as applicable). Certain other **now existing items** which may be considered personal property, whether installed or stored upon the property, **are included if box below is checked.**

- | | | | |
|---|--|--|---|
| <input checked="" type="checkbox"/> Alarm System | <input checked="" type="checkbox"/> Exist. W/W Carpet | <input type="checkbox"/> Playground Equipment | <input type="checkbox"/> TV Antenna |
| <input checked="" type="checkbox"/> Ceiling Fan(s) # <u>1</u> | <input checked="" type="checkbox"/> Fireplace Screens/Doors | <input type="checkbox"/> Pool, Equipment & Cover | <input type="checkbox"/> Trash Compactor |
| <input type="checkbox"/> Central Vacuum | <input checked="" type="checkbox"/> Fireplace Equipment (<u>gas</u>) | <input checked="" type="checkbox"/> Refrigerator(s) # <u>2</u> | <input type="checkbox"/> Wall Mount TV Brackets |
| <input checked="" type="checkbox"/> Clothes Dryer | <input checked="" type="checkbox"/> Freezer | <input checked="" type="checkbox"/> w/ Ice Maker(s) # <u>1</u> | <input type="checkbox"/> Wall Oven(s) # _____ |
| <input checked="" type="checkbox"/> Clothes Washer | <input type="checkbox"/> Furnace Humidifier | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Water Filter |
| <input type="checkbox"/> Cooktop | <input checked="" type="checkbox"/> Garage Opener(s) # <u>1</u> | <input checked="" type="checkbox"/> Screens | <input type="checkbox"/> Water Softener |
| <input checked="" type="checkbox"/> Dishwasher | <input checked="" type="checkbox"/> Garage remote(s) # <u>1</u> | <input checked="" type="checkbox"/> Shades/Blinds | <input type="checkbox"/> Window A/C Unit(s) # _____ |
| <input type="checkbox"/> Drapery/Curtain Rods | <input checked="" type="checkbox"/> Garbage Disposal | <input checked="" type="checkbox"/> Storage Shed(s) # <u>1</u> | <input type="checkbox"/> Window Fan(s) # _____ |
| <input type="checkbox"/> Draperies/Curtains | <input type="checkbox"/> Hot Tub, Equipment & Cover | <input type="checkbox"/> Storm Doors | <input type="checkbox"/> Wood Stove |
| <input type="checkbox"/> Electronic Air Filter | <input type="checkbox"/> Intercom | <input type="checkbox"/> Storm Windows | |
| <input checked="" type="checkbox"/> Exhaust Fan(s) # _____ | <input checked="" type="checkbox"/> Microwave | <input checked="" type="checkbox"/> Stove or Range | |

ADDITIONAL INCLUSIONS (SPECIFY): _____

ADDITIONAL EXCLUSIONS (SPECIFY): Back deck patio furniture, Couch in lower level, Glass bookcase in bonus room/ basement

2. LEASED ITEM(S) INCLUDED:

- | | |
|---|--------------------------------------|
| <input type="checkbox"/> Fuel Tank(s) | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Solar Panels | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Alarm System | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Water Treatment System | <input type="checkbox"/> Other _____ |

ADDITIONAL TERMS AND/OR INFORMATION REGARDING LEASED ITEM(S): _____

3. UTILITIES: WATER, SEWAGE, HEATING, AND AIR CONDITIONING (check all that apply):

- | | | | | | |
|------------------|--|--|--------------------------------------|------------------------------------|--------------------------------------|
| Water Supply | <input checked="" type="checkbox"/> Public | <input type="checkbox"/> Well | | | |
| Sewage Disposal | <input checked="" type="checkbox"/> Public | <input type="checkbox"/> Septic | <input type="checkbox"/> Other _____ | | |
| Heating | <input checked="" type="checkbox"/> Gas | <input type="checkbox"/> Electric | <input type="checkbox"/> Oil | <input type="checkbox"/> Heat Pump | <input type="checkbox"/> Other _____ |
| Hot Water | <input checked="" type="checkbox"/> Gas | <input type="checkbox"/> Electric | <input type="checkbox"/> Oil | | <input type="checkbox"/> Other _____ |
| Air Conditioning | <input type="checkbox"/> Gas | <input checked="" type="checkbox"/> Electric | | | <input type="checkbox"/> Other _____ |

Utility Service Providers: _____

All other terms and conditions of the Contract of Sale remain in full force and effect.

Buyer Signature _____ Date _____

Janet Moore Hawley Trustee 4/6/23
Seller Signature _____ Date _____
Janet Moore Hawley Revocable Trust

Buyer Signature _____ Date _____

Seller Signature _____ Date _____





**NOTICE TO BUYER AND SELLER OF BUYER'S RIGHTS AND SELLER'S OBLIGATIONS UNDER
MARYLAND'S SINGLE FAMILY RESIDENTIAL PROPERTY CONDITION DISCLOSURE LAW**

ADDENDUM # _____ dated **April 6, 2023** to the Contract of
Sale between Buyer _____
and Seller **Janet Moore Hawley Revocable Trust**
for the Property known as **4513 Amherst Rd, College Park, MD 20740**

NOTE: This notice does not apply to: (1) the initial sale of single family residential property which has never been occupied, or for which a certificate of occupancy has been issued within one year prior to the date of the Contract; (2) a transfer that is exempt from the transfer tax under Subsection 13-207 of the Tax-Property Article, except land installments contracts of sale under Subsection 13-207(a)(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(a)(12) of the Tax-Property Article; (3) 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; (4) a sheriff's sale, tax sale, or sale by foreclosure, partition or by court appointed trustee; (5) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; (6) a transfer of single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

Section 10-702 of the Real Property Article of the Annotated Code of Maryland ("Section 10-702") requires that a seller of a single family residential property ("the property") deliver to each buyer, on or before entering into a contract of sale, on a form published and prepared by the Maryland Real Estate Commission, **EITHER:**

- (A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:
- (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
 - (ii) Insulation;
 - (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
 - (iv) Plumbing, electrical, heating, and air conditioning systems;
 - (v) Infestation of wood-destroying insects;
 - (vi) Land use matters;
 - (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
 - (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
 - (ix) 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 incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; and
 - (x) If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.

"Latent defects" under Section 10-702 means material defects in real property or an improvement to real property that:

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

OR

- (B) A written disclaimer statement providing that:
- (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and
 - (ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.

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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 fails 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.

<p><u>Janet Moore Hawley Trustee 4/6/23</u> Seller's Signature _____ Date</p> <p>Janet Moore Hawley Revocable Trust</p>	<p>_____ Buyer's Signature _____ Date</p>
---	--

<p>_____ Seller's Signature _____ Date</p>	<p>_____ Buyer's Signature _____ Date</p>
---	--

<p>DocuSigned by: <u>Robert Kerxton</u> Agent's Signature _____ Date</p> <p>Robert Kerxton</p>	<p>5/25/2023 _____ Date</p> <p>_____ Agent's Signature _____ Date</p>
---	---

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: **4513 Amherst Rd, College Park, MD 20740**

Legal Description: **Lot 130 - Block G - College Park**

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, *Annotated Code of Maryland*, requires the seller of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the seller is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the seller. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §10-702:

1. The initial sale of single family residential real property:
 - A. that has never been occupied; or
 - B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. 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;
3. 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;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. 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
7. A sale of unimproved real property.

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.

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO SELLERS: Complete and sign this statement only if you elect to disclose defects, including latent defects, or other information about the condition of the property actually known by you; otherwise, sign the Residential Property Disclaimer Statement. You may wish to obtain professional advice or inspections of the property; however, you are not required to undertake or provide any independent investigation or inspection of the property in order to make the disclosure set forth below. The disclosure is based on your personal knowledge of the condition of the property at the time of the signing of this statement.

NOTICE TO PURCHASERS: The information provided is the representation of the Sellers and is based upon the actual knowledge of Sellers as of the date noted. Disclosure by the Sellers is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Sellers as to the condition of the property of which the Sellers have no knowledge or other conditions of which the Sellers have no actual knowledge.

How long have you owned the property? 07/86

Property System: Water, Sewage, Heating & Air Conditioning (Answer all that apply)

Water Supply Public Well Other _____
 Sewage Disposal Public Septic System approved for _____ (# bedrooms) Other Type _____

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Garbage Disposal Yes No
 Dishwasher Yes No
 Heating Oil Natural Gas Electric Heat Pump Age _____ Other _____
 Air Conditioning Oil Natural Gas Electric Heat Pump Age _____ Other _____
 Hot Water Oil Natural Gas Electric Capacity _____ Age _____ Other _____

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: French drains w/ 2 sump pumps installed in the mid 1990's no problems since.

3. Roof: Any leaks or evidence of moisture? Yes No Unknown
 Type of Roof: _____ Age Less than 10 years.
 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: Typical drywall cracks for age of the home.

5. Plumbing System: Is the system in operating condition? Yes No Unknown
 Comments: replumbed with copper piping in mid 1990's

6. Heating Systems: Is heat supplied to all finished rooms? Yes No Unknown
 Comments: not all rooms in basement
 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: none in the basement
 Is the system in operating condition? Yes No Unknown Does Not Apply
 Comments: _____

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?
 Yes No Unknown
 Comments: Heavy up done

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? Yes No Unknown Does Not Apply
 When was the system last pumped? Date _____ Unknown
 Comments: _____

10. Water Supply: Any problem with water supply? Yes No Unknown
 Comments: _____
 Home water treatment system: Yes No Unknown
 Comments: NA
 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 [x] Unknown
In ceiling/attic? [x] Yes [] No [] Unknown
In any other areas? [] Yes [x] No Where? _____

Comments: _____

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?
[] Yes [x] No [] Unknown

Comments: _____

Are gutters and downspouts in good repair? [x] Yes [] No [] Unknown
Comments: replaced in 2022

13. Wood-destroying insects: Any infestation and/or prior damage? [] Yes [x] No [] Unknown

Comments: _____

Any treatments or repairs? [] Yes [x] No [] Unknown
Any warranties? [] Yes [x] No [] Unknown

Comments: _____

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property? [] Yes [x] No [] Unknown

If yes, specify below

Comments: _____

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property? [x] Yes [] No [] Unknown

Comments: _____

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property? [] Yes [x] No [] Unknown

If yes, specify below

Comments: _____

16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office? [x] Yes [] No [] Does Not Apply [] Unknown

Comments: Addition garage & deck

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District? [] Yes [x] No [] Unknown If yes, specify below

Comments: _____

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association? [] Yes [x] No [] Unknown If yes, specify below

Comments: _____

19. Are there any other material defects, including latent defects, affecting the physical condition of the property? [] Yes [x] No [] Unknown

Comments: _____

NOTE: Seller(s) may wish to disclose the condition of other buildings on the property on a separate RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

The seller(s) acknowledge having carefully examined this statement, including any comments, and verify that it is complete and accurate as of the date signed. The seller(s) further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Seller(s) Janet Moore Hawley Trustee Date 4/6/23
Janet Moore Hawley Revocable Trust
Seller(s) Date

The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real 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 1-702 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) has actual knowledge of any latent defects? [] Yes [] No If yes, specify:

Seller _____ Date _____

Seller _____ Date _____

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser _____ Date _____

Purchaser _____ Date _____

Prince George's County Association of REALTORS®, Inc.



NOTICE TO SELLER/BUYER
REQUEST FOR UTILITY USAGE DISCLOSURE

ADDENDUM dated April 6, 2023 to Contract of Sale dated
between Buyer
and Seller Janet Moore Hawley Revocable Trust
for Property Known as 4513 Amherst Rd, College Park, MD 20740

Buyer acknowledges that the information relative to utility usage is provided without warranties, either express or implied, including as to the accuracy, completeness, or suitability of the information. Buyer further acknowledges that this information in no way is intended to represent what your actual utility usage may be if you purchase this Property. Utility usage can be affected by temperature and weather conditions, number of occupants in or visiting a house, special equipment being used in a house for hobby or medical reasons, personal preferences, and many other factors.

The parties acknowledge that 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, water, sewer and home heating oil bills, or a document detailing the monthly electric, gas, water, sewer and home heating oil usage of the residential property ("the required information"), for the 12-month period preceding the date the contract is signed. If the seller did not occupy the single-family home for the entire prior 12 months preceding the date the contract is signed, 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 required information shall be provided if the request is made at the time the contract is signed and if the seller has access to the information.

Real property Sales exempt from disclosure include:

- (1) The initial sale of single family residential real property that has never been occupied or for which a certificate of occupancy has been issued within one year before the seller and buyer entered into a contract of sale;
(2) A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sale 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;
(3) A sale by a lender or an affiliate or a subsidiary of a lender that acquired real property by foreclosure or deed in lieu of foreclosure;
(4) A sheriff's sale, tax sale, or sale by foreclosure, partition, or court-appointed trustee;
(5) A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust;
(6) A transfer of single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or
(7) A sale of unimproved real property.

ELECTION OF BUYER: BUYER / DOES OR / DOES NOT
(Buyer to initial) request Seller to provide copies of electric, gas, water, sewer and home heating oil usage, OR a document detailing the monthly electric, gas water, sewer and home heating oil usage of the Property, for the 12-month period preceding the date the contract is signed or if the seller did not occupy the Property for the entire 12-month period preceding the date the contract is signed, the required information for that part of the prior 12-month period, if any, that the Seller occupied the Property if the seller has access to the information.

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PGCAR Form # 1336 - Notice to Seller/Buyer Utility Cost Rev 1/20

NOTICE TO BUYER:

Pursuant to Section 12.1107 of the Prince George's County Code the Seller is obligated to provide the Required Information to the Buyer ONLY:

- a. If the Buyer has signed a contract to purchase the property and requests, in writing, the required information; and
- b. If the Seller has access to the Required Information; and
- c. If the sale or transfer is not exempt from such disclosure as set forth above.

In lieu of providing copies of monthly electric, gas, water, sewer or home heating oil bills, Seller, at Seller's election, may use the following form as the document to detail monthly electric, gas, water, sewer and/or home heating oil usage or seller may provide a report generated by the utility supply company."

SELLER PROVIDED INFORMATION:

Utility Supply Company report(s) attached (e.g. PEPCO, BG&E, WSSC, or other) [] yes [] no.

Month	Year		Electric (kilowatt)	Gas (cubic feet)	Heating Oil (gals)	Water/Sewer
		Total Usage				
		Total Usage				
		Total Usage				
		Total Usage				
		Total Usage				
		Total Usage				
		Total Usage				
		Total Usage				
		Total Usage				
		Total Usage				
		Total Usage				

Buyer _____ Date _____

Buyer _____ Date _____

Seller Janet Moore Hawley, trustee Date 4/6/23
 Seller Janet Moore Hawley Revocable Trust Date _____

Seller _____ Date _____

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PGCAR Form # 1336 – Notice to Seller/Buyer Utility Cost Rev 1/20

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Janet Moore



Lead Paint -Federal Disclosure of Lead-Based Paint and Lead-Based Paint Hazards for SALES

(Required for the SALE of all properties in the U.S. with any existing part built prior to 1978)

PROPERTY ADDRESS: 4513 Amherst Rd, College Park, MD 20740

There are parts of the property that still exist that were built prior to 1978 OR No parts of the property were built prior to 1978 OR Construction dates are unknown. If any part of the property was constructed prior to 1978 or if construction dates are unknown, this disclosure is required. If the entire property was built in 1978 or later, this disclosure is not required.

LEAD WARNING STATEMENT FOR BUYERS: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE:

(A) Presence of lead-based paint and/or lead-based paint hazards

- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____ OR
- Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(B) Records and reports available to the Seller:

- Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): _____ OR
- Seller has no reports or records pertaining to lead - based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGMENT:

(Buyer to initial all lines as appropriate)

- (C) _____ / _____ Buyer has read the Lead Warning Statement above.
- (D) _____ / _____ Buyer has read Paragraph B and acknowledges receipt of copies of any information listed therein, if any.
- (E) _____ / _____ Buyer has received the pamphlet Protect Your Family From Lead in Your Home (required).
- (F) _____ / _____ Buyer has (check one 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: (Agent to initial)

(G) KU Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Janet Moore Hawley Trustee 4/6/23
 Seller _____ Date _____ Buyer _____ Date _____
 Janet Moore Hawley Revocable Trust

Seller _____ Date _____ Buyer _____ Date _____

Robert Kerxton 4-6-23
 Agent for Seller, if any _____ Date _____ Agent for Buyer, if any _____ Date _____
 Robert Kerxton

GCAAR # 907A: Federal Lead Paint Sales Disclosure -MC & DC 2016, The Greater Capital Area Association of REALTORS®, Inc. 2/2016 This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by REALTOR members only. Previous editions of this Form should be destroyed.



MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

4513 Amherst Rd
Property Address: College Park, MD 20740

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 requirements may be obtained at: <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

The Property _____ / _____ is or SMH / _____ is **not** registered in the Maryland Program (**Seller to 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 event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (**Seller to initial applicable line**) _____ / _____ has; or _____ / _____ has **not** occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

If such event has occurred, Seller (**Seller to initial applicable line**) _____ / _____ will; OR _____ / _____ will **not** perform the required treatment prior to transfer of title of the Property to Buyer.

ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. _____ / _____ (**BUYER**)

CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Janet Moore Hawley Trustee 4/6/23
Seller Date Buyer Date
Janet Moore Hawley Revocable Trust

Seller Date Buyer Date
Robert Kerxton 4-6-23
Seller's Agent Date Buyer's Agent Date
Robert Kerxton

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Prince George's County Seller Checklist

DISCLOSURE: Certain "forms" are required by law. Others contain language "required" by law. These are suggested form options. Please consult with your Broker as to the approved "forms" for your brokerage. Broker may require specific in-house forms or other options.

Property Address: **4513 Amherst Rd, College Park, MD 20740**

Buyers Name(s): _____

Suggested Forms (Some may be required by law)

MR Exclusive Right to Sell Residential Brokerage Agreement
MR Lock Box Addendum to Exclusive Right to Sell
MR Notice to Buyer and Seller of Buyer's Rights
MR Financial Condition of Property Disclosure Addendum
MR Inclusion/Exclusions & Utilities Addendum
MREC Maryland Consent for Dual Agency
MREC Residential Property Disclosure/Disclaimer Statement (Unless property is exempt)
PGCAR 1302 Prince George's County Disclosure and Notice Addendum (DNA)
PGCAR 1320 - Sellers Estimated Expenses & Net Proceeds

To Be Used When Applicable

MR Disclosure of Information on Lead-Based Paint (If property built prior to 1978)*
MR Lead Poisoning Prevention Program Disclosure (If property built prior to 1978)*
MR Condominium Resale Disclosure
MR HOA Resale Notice (12 or Fewer Lots) MR HNBFL; MR Maryland Homeowner Association Act Resale Notice (More than 12 Lots)
MR Short Sale Addendum to Exclusive Right to Sell
MR Disclosure of Licensee Status Addendum
MR Solar Panel Addendum to Exclusive Right to Sell Residential Brokerage Agreement
MR Solar Panel Addendum to Residential Contract of Sale
PGCAR 1204 Listing Change of Status
Office Exclusive Form - BRIGHT (Required When Not Listed in Bright MLS)
Maryland Non-Resident Seller Transfer Withholding Tax Addendum

Other addenda as necessary - some transactions may require additional disclosures and/or notices based on the property, the transaction, and/or the buyer/seller.

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BOOK: 48678 PAGE: 73

Prince George's Cty Cir Crt
 IMP FD SURE \$40.00
 RECORDING FEE \$10.00
 TOTAL \$50.00
 ME TW
 Mar 22, 2023 02:42 pm

MARYLAND
 COUNTY OF PRINCE GEORGE'S



TAX ID # 21-2325124

WHEN RECORDED MAIL TO: FIRST AMERICAN MORTGAGE SOLUTIONS, 1795 INTERNATIONAL WAY, IDAHO FALLS, ID 83402, PH. 208-528-9895

CERTIFICATE OF SATISFACTION

KNOW ALL MEN BY THESE PRESENTS That, **BANK OF AMERICA, N.A.**, located at 100 NORTH TRYON STREET, CHARLOTTE, NC 28255, the Mortgagee or Beneficiary of that certain Mortgage or Deed of Trust described below, does hereby acknowledge that the indebtedness secured thereby has been fully paid and does hereby discharge and reconvey to the persons legally entitled thereto, all of its right, title, and interest in and to the real estate described in said Mortgage or Deed of Trust, forever satisfying and discharging the lien from said Mortgage or Deed of Trust. The undersigned was the holder of the Mortgage or Deed of Trust Note, at the time of satisfaction. Said Mortgage or Deed of Trust dated **NOVEMBER 20, 2020** executed by **JAMES M HAWLEY III, JANET M HAWLEY, JANET MOORE HAWLEY TRUSTEE OF THE JANET MOORE HAWLEY REVOCABLE TRUST, DATED APRIL 14, 1997 AS RESTATED: 2/15/11, JAMES MIDDLETON HAWLEY, III TRUSTEE OF THE JANET MOORE HAWLEY REVOCABLE TRUST, DATED APRIL 14, 1997 AS RESTATED: 2/15/11**, Mortgagor or Trustor, to or for the benefit of **BANK OF AMERICA, N.A.**, Original Mortgagee or Beneficiary, and recorded on **JANUARY 29, 2021** in Liber/Book 44766 at Folio/Page 489 of the Records in the Circuit Court Clerk's office in and for the County of **PRINCE GEORGE'S**, State of **MARYLAND**.
 PROPERTY ADDRESS: **4513 AMHERST RD, COLLEGE PARK, MD 20740**

IN WITNESS WHEREOF, the undersigned has caused this Instrument to be executed on **MARCH 16, 2023**.
BANK OF AMERICA, N.A., BY **FIRST AMERICAN MORTGAGE SOLUTIONS, LLC**, AS ATTORNEY-IN-FACT

Tracy Albertson

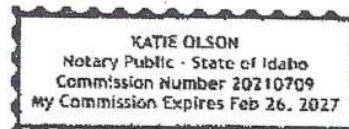
TRACY ALBERTSON, VICE PRESIDENT

STATE OF IDAHO COUNTY OF BONNEVILLE) ss.

On **MARCH 16, 2023**, before me, **KATIE OLSON**, personally appeared **TRACY ALBERTSON** known to me to be the **VICE PRESIDENT** of **FIRST AMERICAN MORTGAGE SOLUTIONS, LLC, AS ATTORNEY-IN-FACT FOR BANK OF AMERICA, N.A.** the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Katie Olson

KATIE OLSON (COMMISSION EXP. 02/26/2027)
 NOTARY PUBLIC



POD: 20230308
 BA8050117IM - LR - MD



Property Tax Inquiry

**PRINCE GEORGE'S COUNTY
REAL PROPERTY TAX INFORMATION FOR FY 18
TAX PERIOD 07/01/17 - 06/30/18
MEETS REQUIREMENTS FOR REAL PROPERTY SECTION 14-126**

ACCOUNT NUMBER: 2325124 **DISTRICT:** 21 **DATA AS OF:** 06/22/23 at 09:26:25

[New Search](#)

OWNER:
HAWLEY JANET M TRUSTEE

CARE OF:

[Help](#)
[Payment History](#)

PROPERTY ADDRESS:
004513 AMHERST RD
COLLEGE PARK MD 20740-0000

MAILING ADDRESS:
4513 AMHERST RD
COLLEGE PARK, MD 20740-3633

MORTGAGE: UNKNOWN

PROPERTY DESCRIPTION:

CONDO:PLAT	PHASE	BLDG	UNIT	
SUBNAME: COLLEGE PARK			LIBER/FOLIO:	12212/485
SECTION: A			LATEST DEED:	05/29/1998
LOT: 130			LAND:	150,500.00
BLOCK: G			IMPS:	211,300.00
ACREAGE: 9000.000 F			ASSESSMENT:	361,800.00
OCCUPANCY: PRINCIPAL RESIDENCE				

TAX DESCRIPTION:

TAX/CHARGE:

COUNTY PROPERTY TAX	3,357.50
COUNTY PROPERTY TAX - SUPPLEMENTAL EDUCATION	144.72
STATE OF MARYLAND PARK & PLANNING	405.22
STORMWATER/CHESAPEAKE BAY WATER QUALITY	1,063.69
WASHINGTON SUBURBAN TRANSIT COMMISSION	195.37
TOWN LEVY	94.07
OTHER MUNICIPAL CHARGES	1,212.03
FRONT FOOT	0.00
SOLID WASTE SERVICE CHARGE	0.00
CLEAN WATER ACT FEE	34.42
SPECIAL AREA	41.48
LIENS	0.00
OTHER TAXES/FEES	0.00
LESS HOMEOWNERS TAX CREDIT	0.00
LESS HOMESTEAD TAX CREDIT	- 768.66
LESS DISCOUNT CREDIT	0.00
TOTAL	5,779.84
PAYMENT RECEIVED	12/31/2017 INT/PEN 0.00 5,779.84
REFUND DATE	REFUND AMOUNT 0.00

Account No: 2325124 **FY18**