



**Prince George's County Disclosure and Notice Addendum (DNA)**  
(For use with all Residential Sales Contracts in Prince George's County)  
**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 4/18/18 to the Contract of Sale dated \_\_\_\_\_, between  
Buyer \_\_\_\_\_ and  
Seller Omid Land Group, LLC for Property known as  
9903 Greenspire Way # 136, Bowie, MD 20721-3710

The following provisions are included in and supersede any conflicting language in the Contract.

**(I) REQUIRED IN PRINCE GEORGE'S COUNTY**

**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 or not applicable.**

- 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; Woodview Village (Bowie/Largo), Greenbelt Station (Greenbelt), Victoria Falls (Laurel), Calvert Tract (Riverdale Park) 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 SELLER TO PROVIDE NOTICES AS IDENTIFIED IN A., B., C., AND D. ABOVE, IF APPLICABLE, SHALL ENTITLE THE BUYER TO RESCIND THE CONTRACT AT ANY TIME PRIOR TO SETTLEMENT.**

INITIALS: BUYER \_\_\_\_\_ BUYER \_\_\_\_\_ SELLER [Signature] 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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PGCAR Form #1302 - Addendum - Prince George's County Disclosures & Notice Addendum (DNA)

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9903 Greenspire

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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>. 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](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:

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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 \_\_\_\_\_.

**(II) RECOMMENDED FOR PRINCE GEORGE'S COUNTY**

**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

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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: WOODVIEW VILLAGE WEST CONDOMINIUM

Management Company: WOODVIEW VILLAGE WEST CONDOMINIUM ASSOCIATION Telephone: 301-596-2600

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

20. SMOKE DETECTORS. Seller and Buyer are advised that it is recommended to have working smoke detectors on all levels with bedrooms. Certain municipalities may have codes exceeding County requirements. In the event of a power outage, an alternating current (AC) powered smoke detector will not provide an alarm. Therefore, the Buyer should obtain a dual-powered smoke detector or a battery-powered smoke detector. Will the smoke detectors in the Property provide an alarm in the event of power outage?

☒ YES ☐ NO

#### 21. RENTAL LICENSE REQUIRED.

- 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.
- Buyer further acknowledges, pursuant to Prince George's County Code Sections 13-186 and 13-189 that:

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- 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;
- 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.

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

**22. 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 \_\_\_\_\_

*[Signature]* 4/18/18  
Omid Land Group, LLC

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

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PGCAR Form #1302 - Addendum - Prince George's County Disclosures & Notice Addendum (DNA)

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## NOTICE TO PURCHASERS REGARDING RECORD TITLE HOLDER

(For use with the MAR Statewide Sales Contract or Regional Sales Contract  
For Properties located in Prince George's County where the Seller does not presently hold Title)

ADDENDUM dated 4/18/18 to Contract of Sale dated \_\_\_\_\_  
between Buyer \_\_\_\_\_  
and Seller Omid Land Group, LLC for Property  
located at 9903 Greenspire Way # 136, Bowie, MD 20721-3710.

PLEASE TAKE NOTICE that the Seller of the Property in this Contract Does Not Presently Hold Title to the Property, in the Land Records of Prince George's County.

COUNTY LAW REQUIRES THE SELLER to Inform the Purchaser, at the Time the Contract is Signed, that the Seller Does Not Presently Hold Title to the Property.

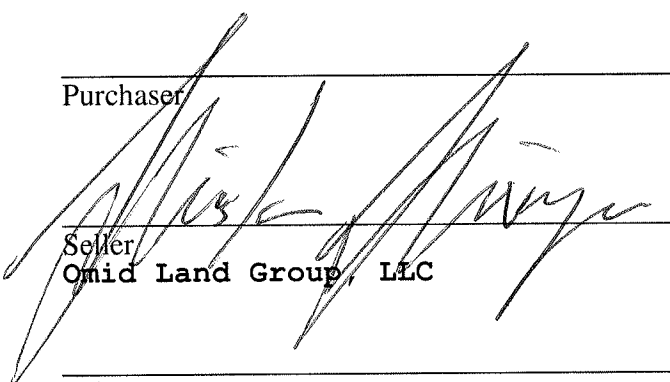
This Notice shall be signed and dated by Purchaser and Seller at the time the contract is signed, and copies shall be retained by Purchaser and Seller as part of the contract. Any person who violates requirements in this subsection is guilty of a misdemeanor and subject to the penalties provided in Subtitle 1 of the Prince George's County Code.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Seller  
**Omid Land Group, LLC**

4/18/18  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

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PGCAR Form 1328 Notice to Purchasers Regarding Record Title Holder (Rev. 8/2/06)

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

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9903 Greenspire



**Homeowners Association (HOA) Seller Disclosure/Resale Addendum for Maryland**  
(Required for the Listing Agreement and required for either the GCAAR Contract or the MAR Contract)

Address 9903 Greenspire Way # 136  
City Bowie, State MD Zip 20721-3710 Lot: \_\_\_\_\_  
Block/Square: \_\_\_\_\_ Unit: \_\_\_\_\_ Section: \_\_\_\_\_ Tax ID # 17070719534  
Parking Space(s) # \_\_\_\_\_ Storage Unit(s) # \_\_\_\_\_ Subdivision/Project: WOODVIEW VILLAGE WEST

**PART I - SELLER DISCLOSURE:**

**1. SELLER'S ACKNOWLEDGMENT: ALL INFORMATION HEREIN WAS COMPLETED BY THE SELLER.**

The information contained in this Disclosure issued pursuant to Section 11B-106(b) of the Maryland Homeowners Association Act is based on the Seller's actual knowledge and belief and is current as of the date hereof.

**2. NAME OF HOMEOWNERS ASSOCIATION:** The Lot, which is the subject of this Contract, is located within a Development and is subject to the WOODVIEW VILLAGE WEST Community Homeowners Association.

**3. CURRENT FEES AND ASSESSMENTS:** Fees and assessments as of the date hereof amount respectively to:

A. **HOA Fee:** Potential Buyers are hereby advised that the present HOA fee for the subject unit and parking space or storage unit, if applicable, is \$ 77 per month

B. **Special Assessments:** ☒ No ☐ Yes (If yes, complete 1-4 below.)

1) Reason for Assessment: \_\_\_\_\_

2) Payment Schedule: \$ \_\_\_\_\_ per \_\_\_\_\_

3) Number of payments remaining \_\_\_\_\_ as of \_\_\_\_\_ (Date)

4) Total Special Assessment balance remaining: \$ \_\_\_\_\_

C. **Delinquency:** Are there any delinquent Fees and/or Special Assessments? ☐ No ☐ Yes

D. **Fee Includes:** The following are included in the HOA Fee:

☐ None ☒ Trash ☒ Lawn Care ☒ Other Cam

**4. FEES DURING PRIOR FISCAL YEAR:** The total amount of fees, assessments and other charges imposed by the HOA upon the Lot during the prior fiscal year of the HOA is as follows:

Fees: \$ \_\_\_\_\_

Assessments: \$ \_\_\_\_\_

Other Charges: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

**5. PARKING AND STORAGE:** Parking Space(s) and Storage Unit(s) may be designated by the Association Documents as: 1) General Common Elements for general use (possibly subject to a lease or license agreement), 2) Limited Common Elements assigned for the exclusive use of a particular Unit, or 3) Conveyed by Deed. The following Parking and/or Storage Units convey with this property:

☐ Parking Space #(s) \_\_\_\_\_ ☐ is ☐ is not separately taxed. If separately taxed:

Lot \_\_\_\_\_ Block \_\_\_\_\_ and Tax ID # \_\_\_\_\_, Lot \_\_\_\_\_ Block \_\_\_\_\_ and Tax ID # \_\_\_\_\_

☐ Storage Unit #(s) \_\_\_\_\_ ☐ is ☐ is not separately taxed. If separately taxed:

Lot \_\_\_\_\_ Block \_\_\_\_\_ and Tax ID # \_\_\_\_\_, Lot \_\_\_\_\_ Block \_\_\_\_\_ and Tax ID # \_\_\_\_\_

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6. **MANAGEMENT AGENT OR AUTHORIZED PERSON:** The management agent or person authorized by the HOA to provide information to the public regarding the HOA and the Development is as follows:

Name: MARLE GATTI Phone: 301 896-2600

Address: \_\_\_\_\_ EXT 4

[OR] No agent or officer is presently authorized by the HOA to provide to the public information regarding the HOA and the Development. If none, please initial here \_\_\_\_\_ / \_\_\_\_\_

7. **SELLER'S KNOWLEDGE OF UNSATISFIED JUDGMENTS OR LAWSUITS:** The Seller has no actual knowledge of any unsatisfied judgments, or pending lawsuits against the Homeowners Association, except as noted:

8. **SELLER'S KNOWLEDGE OF PENDING CLAIMS, COVENANT VIOLATIONS OR DEFAULT:** The Seller has no actual knowledge of any pending claims, covenant violations, actions or notices of default against the Lot, except as noted:

9. **NOTICE TO SELLER REGARDING OBLIGATIONS TO NOTIFY THE HOA:** WITHIN THIRTY (30) CALENDAR DAYS OF ANY RESALE TRANSFER OF A LOT WITHIN A DEVELOPMENT, THE TRANSFEROR [SELLER] SHALL NOTIFY THE HOMEOWNERS ASSOCIATION FOR THE PRIMARY DEVELOPMENT OF THE TRANSFER. THE NOTIFICATION SHALL INCLUDE, TO THE EXTENT REASONABLY AVAILABLE, THE NAME AND ADDRESS OF THE TRANSFEROR [SELLER], THE DATE OF TRANSFER, THE NAME AND ADDRESS OF ANY MORTGAGEE, AND THE PROPORTIONATE AMOUNT OF ANY OUTSTANDING HOMEOWNERS ASSOCIATION FEE OR ASSESSMENT ASSUMED BY EACH OF THE PARTIES TO THE TRANSACTION.

10. **NOTICE OF BUYER'S RIGHT TO RECEIVE DOCUMENTS PURSUANT TO THE MARYLAND HOMEOWNERS ASSOCIATION ACT (HOA DOCUMENTS):**

THIS SALE IS SUBJECT TO THE REQUIREMENTS OF THE MARYLAND HOMEOWNERS ASSOCIATION ACT (THE "ACT"). THE ACT REQUIRES THAT THE SELLER DISCLOSE TO YOU AT OR BEFORE THE TIME THE CONTRACT IS ENTERED INTO, OR WITHIN 20 CALENDAR DAYS OF ENTERING INTO THE CONTRACT, CERTAIN INFORMATION CONCERNING THE DEVELOPMENT IN WHICH THE LOT YOU ARE PURCHASING IS LOCATED. THE CONTENT OF THE INFORMATION TO BE DISCLOSED IS SET FORTH IN § 11B-106(B) OF THE ACT (THE "MHAA INFORMATION") AS FOLLOWS:

§11B-106(B) THE VENDOR SHALL PROVIDE THE PURCHASER THE FOLLOWING INFORMATION IN WRITING:

(1) A STATEMENT AS TO WHETHER THE LOT IS LOCATED WITHIN A DEVELOPMENT;

(2) (I) THE CURRENT MONTHLY FEES OR ASSESSMENTS IMPOSED BY THE HOMEOWNERS ASSOCIATION UPON THE LOT;

(II) THE TOTAL AMOUNT OF FEES, ASSESSMENTS, AND OTHER CHARGES IMPOSED BY THE HOMEOWNERS ASSOCIATION UPON THE LOT DURING THE PRIOR FISCAL YEAR OF THE HOMEOWNERS ASSOCIATION; AND

(III) A STATEMENT OF WHETHER ANY OF THE FEES, ASSESSMENTS, OR OTHER CHARGES AGAINST THE LOT ARE DELINQUENT;

(3) THE NAME, ADDRESS, AND TELEPHONE NUMBER OF THE MANAGEMENT AGENT OF THE HOMEOWNERS ASSOCIATION, OR OTHER OFFICER OR AGENT AUTHORIZED BY THE HOMEOWNERS ASSOCIATION TO PROVIDE TO MEMBERS OF THE PUBLIC, INFORMATION REGARDING THE HOMEOWNERS ASSOCIATION AND THE DEVELOPMENT, OR A STATEMENT THAT NO AGENT OR OFFICER IS PRESENTLY SO AUTHORIZED BY THE HOMEOWNERS ASSOCIATION;

(4) A STATEMENT AS TO WHETHER THE OWNER HAS ACTUAL KNOWLEDGE OF:

(I) THE EXISTENCE OF ANY UNSATISFIED JUDGMENTS OR PENDING LAWSUITS AGAINST THE HOMEOWNERS ASSOCIATION; AND

(II) ANY PENDING CLAIMS, COVENANT VIOLATIONS, ACTIONS, OR NOTICES OF DEFAULT AGAINST THE LOT; AND



(5) A COPY OF:

(I) THE ARTICLES OF INCORPORATION, THE DECLARATION, AND ALL RECORDED COVENANTS AND RESTRICTIONS OF THE PRIMARY DEVELOPMENT, AND OF OTHER RELATED DEVELOPMENTS TO THE EXTENT REASONABLY AVAILABLE, TO WHICH THE PURCHASER SHALL BECOME OBLIGATED ON BECOMING AN OWNER OF THE LOT, INCLUDING A STATEMENT THAT THESE OBLIGATIONS ARE ENFORCEABLE AGAINST AN OWNER'S TENANTS, IF APPLICABLE; AND

(II) THE BYLAWS AND RULES OF THE PRIMARY DEVELOPMENT, AND OF OTHER RELATED DEVELOPMENTS TO THE EXTENT REASONABLY AVAILABLE, TO WHICH THE PURCHASER SHALL BECOME OBLIGATED ON BECOMING AN OWNER OF THE LOT, INCLUDING A STATEMENT THAT THESE OBLIGATIONS ARE ENFORCEABLE AGAINST AN OWNER AND THE OWNER'S TENANTS, IF APPLICABLE.

IF YOU HAVE NOT RECEIVED ALL OF THE MHAA INFORMATION FIVE (5) CALENDAR DAYS OR MORE BEFORE ENTERING INTO THE CONTRACT, YOU HAVE FIVE (5) CALENDAR DAYS TO CANCEL THIS CONTRACT AFTER RECEIVING ALL OF THE MHAA INFORMATION. YOU MUST CANCEL THE CONTRACT IN WRITING, BUT YOU DO NOT HAVE TO STATE A REASON.

THE SELLER MUST ALSO PROVIDE YOU WITH NOTICE OF ANY CHANGES IN MANDATORY FEES EXCEEDING 10% OF THE AMOUNT PREVIOUSLY STATED TO EXIST AND COPIES OF ANY OTHER SUBSTANTIAL AND MATERIAL AMENDMENT TO THE INFORMATION PROVIDED TO YOU. YOU HAVE THREE (3) CALENDAR DAYS TO CANCEL THIS CONTRACT AFTER RECEIVING NOTICE OF ANY CHANGES IN MANDATORY FEES, OR COPIES OF ANY OTHER SUBSTANTIAL AND MATERIAL AMENDMENT TO THE MHAA INFORMATION WHICH ADVERSELY AFFECTS YOU.

IF YOU DO CANCEL THE CONTRACT YOU WILL BE ENTITLED TO A REFUND OF ANY DEPOSIT YOU MADE ON ACCOUNT OF THE CONTRACT. HOWEVER, UNLESS YOU RETURN THE MHAA INFORMATION TO THE SELLER WHEN YOU CANCEL THE CONTRACT, THE SELLER MAY KEEP OUT OF YOUR DEPOSIT THE COST OF REPRODUCING THE MHAA INFORMATION, OR \$100, WHICHEVER AMOUNT IS LESS.

BY PURCHASING A LOT WITHIN THIS DEVELOPMENT, YOU WILL AUTOMATICALLY BE SUBJECT TO VARIOUS RIGHTS, RESPONSIBILITIES, AND OBLIGATIONS, INCLUDING THE OBLIGATION TO PAY CERTAIN ASSESSMENTS TO THE HOMEOWNERS ASSOCIATION WITHIN THE DEVELOPMENT. THE LOT YOU ARE PURCHASING MAY HAVE RESTRICTIONS ON:

- (1) ARCHITECTURAL CHANGES, DESIGN, COLOR, LANDSCAPING, OR APPEARANCE;
- (2) OCCUPANCY DENSITY;
- (3) KIND, NUMBER, OR USE OF VEHICLES;
- (4) RENTING, LEASING, MORTGAGING, OR CONVEYING PROPERTY;
- (5) COMMERCIAL ACTIVITY; OR
- (6) OTHER MATTERS.

YOU SHOULD REVIEW THE MHAA INFORMATION CAREFULLY TO ASCERTAIN YOUR RIGHTS, RESPONSIBILITIES, AND OBLIGATIONS WITHIN THE DEVELOPMENT.

  
Seller  
Omid Land Group, LLC

Date

Seller

Date

**PART II - RESALE ADDENDUM:**

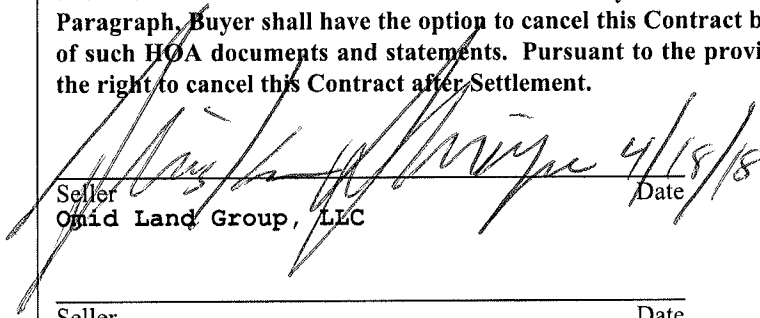
The Contract of Sale dated \_\_\_\_\_, between  
Seller \_\_\_\_\_ and  
Buyer \_\_\_\_\_ is  
hereby amended by the incorporation of Parts I and II herein, which shall supersede any provisions to the contrary in the  
Contract.

**1. DEED AND TITLE/TITLE:** Paragraph is amended to include the agreement of the Buyer to take title subject to commonly acceptable easements, covenants, conditions and restrictions of record contained in HOA instruments, and the right of other owners in the Common Elements of the HOA and the operation of the HOA.

**2. PAYMENT OF FEES AND ASSESSMENTS:** Buyer agrees to pay such Fees and/or other Special Assessments as the Board of Directors or Association of the HOA may from time to time assess against the Unit, Parking Space and Storage Unit (as applicable) for the payment of operating and maintenance or other proper charges. Regarding any existing or levied but not yet collected Special Assessments: ☐ Seller agrees to pay at the time of Settlement, any Special Assessments as disclosed in the Current Fees and Assessments Paragraph unless otherwise agreed herein: \_\_\_\_\_

**3. ASSUMPTION OF HOA OBLIGATIONS:** Buyer hereby agrees to assume each and every obligation of, to be bound by and to comply with the covenants and conditions contained in the HOA instruments and with the Rules and Regulations and covenants and restrictions of the HOA, from and after the date of settlement hereunder.

**4. RIGHT TO CANCEL:** Buyer shall have the right for a period of five (5) days following Buyer's receipt of the HOA documents and statements referred to in the HOA Documents Paragraph to cancel this Contract by giving Notice thereof to Seller. In the event that such HOA documents and statements are delivered to Buyer on or prior to the ratification of this Contract by Buyer, such five (5) day period shall commence upon ratification of this Contract. If the HOA documents and statements are not delivered to Buyer within the 20 day time period referred to in the HOA Documents Paragraph, Buyer shall have the option to cancel this Contract by giving Notice thereof to Seller prior to receipt by Buyer of such HOA documents and statements. Pursuant to the provisions of this paragraph, in no event may the Buyer have the right to cancel this Contract after Settlement.

  
Seller  
Omid Land Group, LLC

Date 4/18/18

Buyer

Date

Seller

Date

Buyer

Date



## CONDOMINIUM RESALE NOTICE

ADDENDUM/AMENDMENT dated 4/18/18 to Contract of Sale  
between Buyer(s): \_\_\_\_\_  
and Seller(s): Omid Land Group, LLC  
for Property known as: 9903 Greenspire Way # 136, Bowie, MD 20721-3710  
Condominium Unit # \_\_\_\_\_ Building # \_\_\_\_\_, Section/Regime # \_\_\_\_\_,  
in WOODVIEW Village WEST Condominium Association.

### PART ONE

**NOTICE:** This notice applies where the condominium project contains seven (7) units or more. Seller ("unit owner") is required by law to furnish to buyer(s) not later than fifteen (15) days prior to closing certain information concerning the condominium, which is described in Section 11-135 of the Maryland Condominium Act ( Real Property Article, Annotated Code of Maryland, Section 11-101 et. seq.). This information must include the following:

1. A copy of the Declaration (condominium plat not required).
2. A copy of the Bylaws.
3. A copy of the Rules or Regulations of the Condominium.
4. A certificate from the Council of Unit Owners which includes:
  - a) A statement disclosing the effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the unit, other than any restraint created by the unit owner;
  - b) A statement of the amount of the common expense assessment and any unpaid common expense or special assessment adopted by the Council of Unit Owners that is due and payable from the selling unit owner;
  - c) A statement of any other fees payable by unit owners to the Council of Unit Owners;
  - d) A statement of any capital expenditures approved by the Council of Unit Owners or its authorized designee planned at the time of the conveyance which are not reflected in the current operating budget included in the certificate;
  - e) The most recent regularly prepared balance sheet and income expense statement, if any, of the condominium;
  - f) The current operating budget of the condominium, including the current reserve study report or a summary of the report, a statement of the status and amount of any reserve or replacement fund, or a statement that there is no reserve fund;
  - g) A statement of any unsatisfied judgments and the status of any pending lawsuits to which the Council of Unit Owners is a party, excluding assessment collection suits;
  - h) A statement generally describing any insurance policies provided for the benefit of unit owners, a notice that the policies are available for inspection stating the location at which they are available, and a notice that the terms of the policy prevail over the general description;
  - i) A statement as to whether the Council of Unit Owners has actual knowledge of any violation of the health or building codes with respect to the common elements of the condominium; and
  - j) A description of any recreational or other facilities which are to be used by the unit owners or maintained by them or the Council of Unit Owners, and a statement as to whether or not they are to be part of the common elements.
5. A statement by the unit owner as to whether the unit owner has knowledge:
  - a) That any alteration to the unit or to the limited common elements assigned to the unit violates any provision of the Declaration, Bylaws, or Rules and Regulations;
  - b) Of any violation of the health or building codes with respect to the unit or to the limited common elements assigned to the unit; and
  - c) The unit is subject to an extended lease under Section 11-137 of the Maryland Condominium Act or under local law and, if so, a copy of the lease must be provided.
6. A written notice of the unit owner's responsibility for the Council of Unit Owner's property insurance deductible and the amount of the deductible.



**PART TWO**

**NOTICE:** This notice applies where the condominium project contains six (6) units or less. Seller is required by law to furnish to buyer(s) not later than fifteen (15) days prior to closing certain information concerning the condominium, which is described in Section 11-135 of the Maryland Condominium Act. This information must include the following:

1. A copy of the Declaration (other than the plats);
2. A copy of the Bylaws;
3. A copy of the Rules or Regulations of the Condominium; and
4. A statement by Seller of his expenses relating to the common elements during the preceding twelve (12) months.
5. A written notice of the unit owner's responsibility for the Council of Unit Owner's property insurance deductible and the amount of the deductible.

The brokers and agents negotiating this sale assume and accept no responsibility for any representations made in any resale certificate provided in accordance with the Maryland Condominium Act, and by the execution of this Contract of Sale, both Buyer and Seller agree to indemnify, defend, protect and hold harmless the brokers and agents negotiating this contract from any claim demand, suit, cause of action or matter or thing whatsoever arising out of the issuance of any resale certificate

This Addendum/Amendment is considered part of Contract of Sale and of equal force and effect as all other terms and conditions which otherwise remain the same. This is a legally binding document. If not understood, seek competent legal advice.

BUYER MAY, AT ANY TIME WITHIN 7 DAYS FOLLOWING RECEIPT OF ALL THIS INFORMATION, RESCIND IN WRITING THE CONTRACT OF SALE, WITHOUT STATING A REASON AND WITHOUT ANY LIABILITY ON BUYERS' PART. UPON RECISSION, BUYER IS ENTITLED TO THE RETURN OF ANY DEPOSIT MADE ON ACCOUNT OF THE CONTRACT. THE RETURN OF ANY DEPOSITS HELD IN TRUST BY A LICENSED REAL ESTATE BROKER TO BUYER SHALL COMPLY WITH THE PROCEDURES SET FORTH SECTION 17-505 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE MARYLAND CODE. ONCE THE SALE IS CLOSED, BUYER'S RIGHT TO CANCEL THIS CONTRACT IS TERMINATED.

\_\_\_\_\_  
Buyer Signature Date

\_\_\_\_\_  
Buyer Signature Date

\_\_\_\_\_  
Seller Signature  
Omid Land Group, LLC  
\_\_\_\_\_  
Date 4/18/18

\_\_\_\_\_  
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 4/18/18 to the Contract of Sale  
between Buyer \_\_\_\_\_  
and Seller Omid Land Group, LLC for Property  
known as 9903 Greenspire Way # 136, Bowie, MD 20721-3710

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 required permits were obtained for any improvements made to the property;
- (x) 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
- (xi) 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.



Buyer \_\_\_\_\_ / \_\_\_\_\_

Page 1 of 2 10/17

Seller [Signature]



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.

\_\_\_\_\_  
Buyer's Signature Date

  
\_\_\_\_\_  
Seller's Signature Date  
Omid Land Group, LLC

\_\_\_\_\_  
Buyer's Signature Date

\_\_\_\_\_  
Seller's Signature Date

\_\_\_\_\_  
Agent's Signature Date

  
\_\_\_\_\_  
Agent's Signature Date  
John Burgess

## MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: **9903 Greenspire Way # 136, Bowie, MD 20721-3710**

Legal Description: **Mount Nebo Creek**

### NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, *Annotated Code of Maryland*, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner 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 owner. 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 owner to disclose information about latent defects in the property that the owner has actual knowledge of. The owner 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 OWNERS: 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 Owners and is based upon the actual knowledge of Owners as of the date noted. Disclosure by the Owners 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 Owners as to the condition of the property of which the Owners have no knowledge or other conditions of which the Owners have no actual knowledge.

How long have you owned the property? \_\_\_\_\_

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

Water Supply	<input type="checkbox"/> Public	<input type="checkbox"/> Well	Other _____	
Sewage Disposal	<input type="checkbox"/> Public	<input type="checkbox"/> Septic System approved for _____	(# of bedrooms) Other Type _____	
Garbage Disposal	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Dishwasher	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Heating	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Heat Pump Age _____ <input type="checkbox"/> Other _____
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Heat Pump Age _____ <input type="checkbox"/> Other _____
Hot Water	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric Capacity _____	Age _____ <input type="checkbox"/> 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: \_\_\_\_\_

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? ☐ 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: \_\_\_\_\_

**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: \_\_\_\_\_

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 ☐ No ☐ Unknown

Comments: \_\_\_\_\_

Are gutters and downspouts in good repair? ☐ Yes ☐ No ☐ Unknown

Comments: \_\_\_\_\_



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

Comments: \_\_\_\_\_

Any treatments or repairs? ☐ Yes ☐ No ☐ Unknown

Any warranties? ☐ Yes ☐ 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 ☐ 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?

☐ 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 ☐ 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? ☐ Yes ☐ No ☐ Does Not Apply ☐ Unknown

Comments: \_\_\_\_\_

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District? ☐ Yes ☐ 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 ☐ 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 ☐ No ☐ Unknown

Comments: \_\_\_\_\_

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

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

Owner \_\_\_\_\_ Date \_\_\_\_\_

**Omid Land Group, LLC**

Owner \_\_\_\_\_ 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

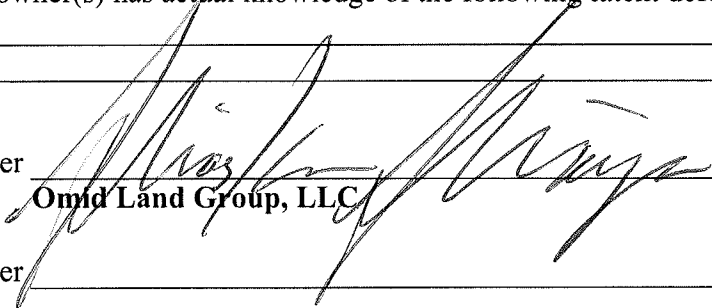
NOTICE TO OWNER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE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

Except for the latent defects listed below, the undersigned owner(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 owner(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.

The owner(s) has actual knowledge of the following latent defects: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Owner  Date 4/18/18

Omid Land Group, LLC

Owner \_\_\_\_\_ 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 \_\_\_\_\_



**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 4/18/18 to Exclusive Right to Sell Brokerage Agreement

between Seller(s) Omid Land Group, LLC

and Broker Realty Executives Premier John Burgess

for Property known as 9903 Greenspire Way # 136  
Bowie, MD 20721-3710

**INCLUSIONS/EXCLUSIONS:** Seller intends for these items marked below to be included in the sale of the property unless otherwise negotiated:

**INCLUDED**

- ☒ Alarm System *"AS IS"*
- ☒ Built-in Microwave
- ☒ Ceiling Fan(s) # 2
- ☐ Central Vacuum
- ☒ Clothes Dryer
- ☒ Clothes Washer
- ☐ Cooktop
- ☒ Dishwasher
- ☐ Drapery/Curtain Rods
- ☐ Draperies/Curtains
- ☐ Electronic Air Filter

**INCLUDED**

- ☒ Exhaust Fan(s) # 4
- ☒ Exist. W/W Carpet
- ☐ Fireplace Screen/Doors
- ☐ Freezer
- ☐ Furnace Humidifier
- ☒ Garage Opener(s) # 1
- ☐ w/remote(s) # \_\_\_\_\_
- ☒ Garbage Disposer
- ☐ Hot Tub, Equip. & Cover
- ☐ Intercom
- ☐ Playground Equipment

**INCLUDED**

- ☐ Pool, Equip. & Cover
- ☒ Refrigerator(s) # 1
- ☐ w/ice maker
- ☐ Satellite Dish
- ☒ Screens *AS IS / AS INSTALLED*
- ☐ Shades/Blinds
- ☐ Storage Shed(s) # \_\_\_\_\_
- ☐ Storm Doors
- ☐ Storm Windows
- ☒ Stove or Range
- ☐ T.V. Antenna

**INCLUDED**

- ☐ Trash Compactor
- ☐ Wall Oven(s) # \_\_\_\_\_
- ☐ Water Filter
- ☐ Water Softener
- ☐ Window A/C Unit(s) # \_\_\_\_\_
- ☐ Window Fan(s) # \_\_\_\_\_
- ☐ Wood Stove

ADDITIONAL INCLUSIONS (Specify):

EXCLUSIONS (Specify):

**LEASED ITEMS: FUEL TANKS, SOLAR PANELS AND OTHER ITEMS:** Seller's intentions with regard to any leased items are as follows:

**UTILITIES: WATER, SEWAGE, HEATING AND CENTRAL 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           |                                      |                                      |
| Heating:          | <input type="checkbox"/> Oil               | <input checked="" type="checkbox"/> Gas   | <input type="checkbox"/> Elec.       | <input type="checkbox"/> Heat Pump   |
| Hot Water:        | <input type="checkbox"/> Oil               | <input checked="" type="checkbox"/> Gas   | <input type="checkbox"/> Elec.       | <input type="checkbox"/> Other _____ |
| Air Conditioning: | <input type="checkbox"/> Gas               | <input checked="" type="checkbox"/> Elec. | <input type="checkbox"/> Other _____ |                                      |

[Signature]  
Seller Omid Land Group, LLC

4/18/18  
Date

[Signature]  
Seller

                      
Date



10/17



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Buyer

DATE

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