

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 # 1 dated 1/7/12 to the Contract of Sale dated _____, between Buyer _____ and Seller Lawrence J Fitzgerald for Property known as 9202 Custer Terrace Adelphi, MD 20783

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 UNKNOWN
(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 UNKNOWN
(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 UNKNOWN
(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) and subject to a Special Tax District Assessment; PGCAR Form 1333 MUST be attached)
- D. General Aviation Airport Environment Disclosure Notice. YES NO UNKNOWN
(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 AS 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.

- 2. HISTORIC SITE/RESOURCE/DISTRICT. YES NO UNKNOWN
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.
- 3. UNIMPROVED ROAD. YES NO UNKNOWN
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.

©2010. Prince George's County Association of REALTORS®, Inc.
This Form is the property of the Prince George's County Association of REALTORS®, Inc. and is for use by its members only.

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

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 www.pgplanning.org/Planning_Home Buyer(s) further acknowledges, and is strongly encouraged to take advantage of his/her opportunity to examine the above referenced information and any other information pertaining to the Property that is relevant to Buyer prior to signing and entering into the contract of sale.

5. PROXIMITY OF RECREATION FACILITIES. Buyer(s) acknowledge that if property is adjacent to an existing or planned golf course or other recreational facility the property may be subject to minor damage as a result of the operation of such facility and that insurance against such damage is the responsibility of the Buyer.

6. MILITARY OPERATIONS AND TESTING. 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.

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

Is the Property located in a community where a home builder has agreed to provide a community amenity as described above which has not been completed? YES [] NO [X] (If yes, PGCAR Form #1339 MUST be attached to contract)

(II) RECOMMENDED FOR PRINCE GEORGE'S COUNTY

8. 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 _____

9. AVAILABILITY OF WATER AND SEWER SERVICE. (Seller to check appropriate boxes)

- A. Water: Is the Property connected to public water? YES NO UNKNOWN
 If no, has it been approved for connection to public water? YES NO UNKNOWN
 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 UNKNOWN
 If no, has it been approved for connection to public sewer? YES NO UNKNOWN
 If not connected, has a septic system been installed? YES NO UNKNOWN
 If not connected, has a septic system been approved? YES NO UNKNOWN
 If not connected, has a septic system been disapproved? YES NO UNKNOWN
 If yes, explain: _____

10. 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.

(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. They are paid to _____ (name of company) with an address of _____ & phone number of _____
 Unknown

11. PRIVATE UTILITY COMPANY ASSESSMENT.

YES NO UNKNOWN

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.

12. HOA/CONDO/COOP - OWNERSHIP WITH ASSESSMENTS: 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: _____

13. OTHER ASSESSMENTS.

YES NO UNKNOWN

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.

14. GROUND RENT.

YES NO UNKNOWN

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.

15. UNDERGROUND STORAGE TANK.

YES NO UNKNOWN

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: _____

16. MUNICIPALITIES. If the Property is located within a Municipality, the name of the Municipality is _____

17. 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 UNKNOWN

18. AVAILABILITY OF HOME WARRANTY:

YES NO UNKNOWN

If yes, home warranty is to be provided at settlement and paid for by: Buyer Seller
Cost not to exceed \$ _____ Warranty Company Name: _____ Warranty Issued for term of: _____

19. 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 Lauren J. Ziegler DATE 1/07/12
BUYER _____ DATE _____
SELLER Dolores S. Fitzgibbon DATE 1/7/12



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 # 2 dated 1/7/12 to Exclusive Right to Sell Brokerage Agreement dated 12/7/11, between Owner(s) Lawrence J Fitzgerald and Broker LONG & FOSTER REAL ESTATE, INC. for Property known as 9202 Custer Terrace, Adelphi, MD, 20783

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

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

ADDITIONAL INCLUSIONS (Specify): _____

EXCLUSIONS (Specify): _____

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 | <input type="checkbox"/> Other _____ |
| Hot Water: | <input type="checkbox"/> Oil | <input checked="" type="checkbox"/> Gas | <input checked="" type="checkbox"/> Elec. | <input type="checkbox"/> Other _____ | |
| Air Conditioning: | <input type="checkbox"/> Gas | <input checked="" type="checkbox"/> Elec. | <input type="checkbox"/> Other _____ | | |

Lawrence J Fitzgerald 1/07/12 Lawrence J Fitzgerald 1/7/12
Owner Date Owner Date

©Copyright 2005 Maryland Association of REALTORS® Inc. For use by REALTOR® members of the Maryland Association of REALTORS® only. Except as negotiated by the parties to the Contract, this form may not be altered or modified in any form without the prior expressed written consent of the Maryland Association of REALTORS®, Inc.



Buyer / Buyer



Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards SALES

For the sale of Property at: 9202 Custer Terrace
Adelphi, MD 20783

I. SELLER REPRESENTS AND WARRANTS TO LONG & FOSTER, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (each Seller initial ONE of the following and state Year Constructed):

[Signature] Property (all portions) was constructed after January 1, 1978. (If initialed, complete section V only.) Year Constructed: 1970
[Signature] Property (any portion) was constructed before January 1, 1978. (If initialed, complete all sections.)
____ Seller is unable to represent and warrant the age of the property. (If initialed, complete all sections.)

SELLER AGREES TO COMPLY WITH REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992.

Lead Warning Statement

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.

II. Seller's Disclosure (each Seller complete items 'a' and 'b' below)

a. Presence of lead-based paint and/or lead-based paint hazards (initial and complete (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

(ii) [Signature] 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 (initial and complete (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) [Signature] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

III. Purchaser's Acknowledgment (each Purchaser initial and complete items c, d, e and f below)

c. _____ Purchaser has read the Lead Warning Statement above.

d. _____ Purchaser has received copies of all information listed above. (If none listed, check here.)

e. _____ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

f. Purchaser has (each Purchaser initial (i) or (ii) below):

(i) _____ 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.

(ii) _____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

IV. Agent's Acknowledgment (initial item 'g' below)

g. [Signature] 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.

V. 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.

Lawrence H. Hayward 1/07/12
Seller Date
[Signature] 1/07/12
Seller Date
[Signature] 1/07/12
Agent Date

Purchaser Date

Purchaser Date

Agent Date





MARYLAND PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 9202 Custer Terrace Adelphi, MD 20783
Legal Description: Lot 30, Block/Square 4

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 Sections 10-702:
1. The initial sale of single family residential 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 Subsection 13-207 of the Tax-Property Article, except land installment contracts of sale under Subsection 13-207(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(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; or
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.
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 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 or 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? since 1970

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

Water Supply: [X] Public, [] Well, [] Other
Sewage Disposal: [X] Public, [] Septic System approved for (# bedrooms)
Garbage Disposal: [X] Yes, [] No
Dishwasher: [X] Yes, [] No
Heating: [] Oil, [X] Natural Gas, [] Electric, [] Heat Pump Age, [] Other
Air Conditioning: [] Oil, [] Natural Gas, [X] Electric, [] Heat Pump Age, [] Other
Hot Water: [] Oil, [] Natural Gas, [X] 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: OVER 20 YRS AGO, NO PROBLEM SINCE

3. Roof: Any leaks or evidence of moisture? Yes No Unknown

Type of roof COMP. Age: 15+

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: _____

Will the smoke detectors provide an alarm in the event of a power outage?

Yes No Does Not Apply

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: NA Yes No Unknown

COMMENTS: _____

Fire Sprinkler System: NA Yes No Unknown Does Not Apply

COMMENTS: _____

Are the systems in operating condition? NA 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: APPROX. 1975

Any treatments or repairs?
Any warranties?

Yes No Unknown
 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: GAS HEATING / LEAD BASE DUE TO AGE

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 zone 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: _____

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 Homeowners 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 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 Section 10-702 of the Maryland Real Property Article.

Owner Lawrence J. Fitzgerald Date 1/07/12
Owner Dulcie S. Fitzgerald Date 1/7/12

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 Section 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 representation and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects as 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 described above 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 Section 10-702 of the Maryland Real Property Article.

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

Owner _____ Date _____

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 Section 10-702 of the Maryland Real Property Article.

Purchaser _____ Date _____

Purchaser _____ Date _____





MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

Property Address: 9202 Custer Terrace Adelphi, MD 20783

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1950 is required to be registered with the Maryland Department of the Environment (MDE). Any leased residential dwelling constructed between 1950 and 1978 may be registered with the MDE at the election of the owner.

1. Seller hereby discloses that the property (**Seller to initial applicable lines**):

____/____ was constructed prior to 1950; OR
____/____ was constructed between 1950 and 1978; AND

If constructed in 1978 or earlier, ____/____ is or 20/10/87 is not registered in the Program.

2. If the Property was constructed prior to 1950 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer shall be 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 shall be 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 as well as the requirements of qualified offers.

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.

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.

Lawrence P. Fitzgerald 1/07/12
Seller Date
Darius J. Fitzgerald 1/7/12
Seller Date
[Signature] 1/7/12
Seller's Agent Date

Buyer Date

Buyer Date

Buyer's Agent Date



© Copyright 2010 Maryland Association of REALTORS®, Inc. For use by REALTOR® members of the Maryland Association of REALTORS® only. Except as negotiated by the parties to the Contract, this form may not be altered or modified in any form without the prior expressed written consent of the Maryland Association of REALTORS®, Inc.



Account Identifier: District - 21 Account Number - 2323384

Owner Information

Owner Name: FITZGERALD LAWRENCE J JR ET
Use: RESIDENTIAL
Mailing Address: 9202 CUSTER TER
 ADELPHI MD 20783-1412
Principal Residence: YES
Deed Reference: 1) /03790/00193
 2)

Location & Structure Information

Premises Address: 9202 CUSTER TER
 HYATTSVILLE 20783-0000
Legal Description:

| Map | Grid | Parcel | Sub District | Subdivision | Section | Block | Lot | Assessment Area | Plat No: | A-6749 |
|------|------|--------|--------------|-------------|---------|-------|-----|-----------------|----------|--------|
| 0024 | 00F1 | 0000 | | 5730 | | 4 | 30 | 1 | | |

Special Tax Areas:
Town: NONE
Ad Valorem Tax Class: 8

Primary Structure Built: 1970
Enclosed Area: 1,894 SF
Property Land Area: 14,520 SF
County Use: 001

Stories: 2.000000
Basement: YES
Type: STANDARD UNIT FRAME
Exterior:

Value Information

| | Base Value | Value As Of | Phase-in Assessments | |
|--------------------|----------------|----------------|----------------------|----------------|
| | | | As Of | As Of |
| Land | 101,050 | 101,000 | 07/01/2011 | 07/01/2012 |
| Improvements: | 323,380 | 218,400 | | |
| Total: | 424,430 | 319,400 | 319,400 | 319,400 |
| Preferential Land: | 0 | | | 0 |

Transfer Information

Seller: LENORE CORP &
Type:
Date: 12/22/1969
Deed1: /03790/00193
Price: \$35,345
Deed2:
Seller:
Type:
Date:
Deed1:
Price:
Deed2:
Seller:
Type:
Date:
Deed1:
Price:
Deed2:

Exemption Information

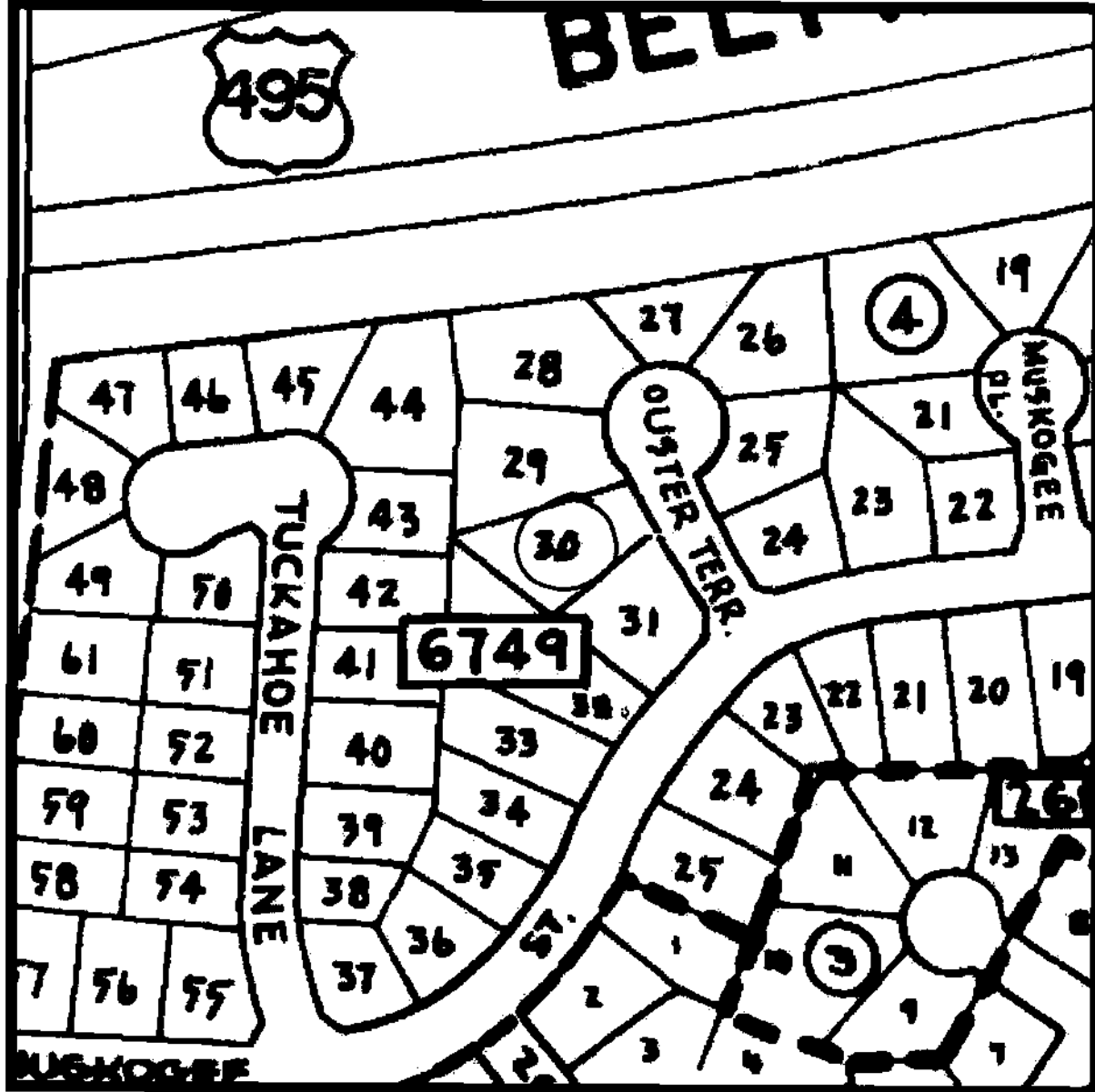
Partial Exempt Assessments:
County:
State:
Municipal:
Class: 07/01/2012 07/01/2013
 0.00
 0.00
 0.00

Tax Exempt:
Exempt Class: **Special Tax Recapture:**

Bayer / Bayer



District - 21 Account Number - 2323384



The information shown on this map has been compiled from deed descriptions and plats and is not a property survey. The map should not be used for legal descriptions. Users noting errors are urged to notify the Maryland Department of Planning Mapping, 301 W. Preston Street, Baltimore MD 21201.

If a plat for a property is needed, contact the local Land Records office where the property is located. Plats are also available online through the Maryland State Archives at www.plats.net.

Property maps provided courtesy of the Maryland Department of Planning ©2009. For more information on electronic mapping applications, visit the Maryland Department of Planning web site at www.mdp.state.md.us/OurProducts/OurProducts.shtml

Bryer / Bryer

**PRINCE GEORGE'S COUNTY
REAL PROPERTY TAX INFORMATION FOR FY 12
TAX PERIOD 07/01/11 - 06/30/12**

MEETS REQUIREMENTS FOR REAL PROPERTY SECTION 14-126

ACCOUNT NUMBER: 2323384 DISTRICT: 21 DATA AS OF: 09/21/11 at 12:35:44

OWNER: FITZGERALD LAWRENCE J JR ET
CARE OF:
PROPERTY ADDRESS: 009202 CUSTER TER
HYATTSVILLE MD 20783-0000
MAILING ADDRESS: 9202 CUSTER TER
ADELPHI, MD 20783-1412

MORTGAGE: NIH FEDERAL CU

PROPERTY DESCRIPTION:

| | | | | | |
|------------|---------------------|-------|------|--------------|------------|
| CONDO:PLAT | | PHASE | BLDG | UNIT | |
| SUBNAME: | WHITE OAK MANOR > | | | LIBER/FOLIO: | 03790/193 |
| SECTION: | | | | LATEST DEED: | 12/22/1969 |
| LOT: | 30 | | | LAND: | 101,000.00 |
| BLOCK: | 4 | | | IMPS: | 218,400.00 |
| ACREAGE: | 14520.000 F | | | ASSESSMENT: | 319,400.00 |
| OCCUPANCY: | PRINCIPAL RESIDENCE | | | | |

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

Pay Online

| TAX DESCRIPTION: | TAX/CHARGE: |
|---|------------------------|
| COUNTY PROPERTY TAX | 3,066.24 |
| STATE OF MARYLAND | 357.73 |
| PARK & PLANNING | 891.13 |
| STORMWATER/CHESAPEAKE BAY WATER QUALITY | 172.48 |
| WASHINGTON SUBURBAN TRANSIT COMMISSION | 83.04 |
| TOWN LEVY | 0.00 |
| OTHER MUNICIPAL CHARGES | 0.00 |
| FRONT FOOT | 0.00 |
| SOLID WASTE SERVICE CHARGE | 346.95 |
| SPECIAL AREA | 0.00 |
| LIENS | 0.00 |
| OTHER TAXES/FEES | 0.00 |
| LESS HOMEOWNERS TAX CREDIT | 0.00 |
| LESS HOMESTEAD TAX CREDIT | 0.00 |
| TOTAL | - 1,090.59 |
| PAYMENT RECEIVED | 3,826.98 |
| REFUND DATE | 09/14/2011 |
| | INT/PEN 0.00 |
| | REFUND AMOUNT 1,913.49 |
| | 0.00 |

Account No: 2323384 FY 12

| BAL DUE IF PAID IN | 1ST 1/2 YEAR DUE | | | SEMI ANNUAL INSTALLMENTS | | | FULL AMOUNT DUE |
|--------------------|------------------|-------|--------|--------------------------|--------|----------|-----------------|
| | BASE + INT = | TOTAL | SEP 30 | 2ND 1/2 YEAR DUE | DEC 31 | TOTAL | |
| SEP 2011 | 0.00 | 0.00 | 0.00 | 1,913.49 | 0.00 | 1,913.49 | 1,913.49 |
| OCT 2011 | 0.00 | 0.00 | 0.00 | 1,913.49 | 0.00 | 1,913.49 | 1,913.49 |

Make check or money order payable to: Prince George's County

Mail to: Prince George's County Treasury Division
14741 Gov. Oden Bowie Drive, Room 1090
Upper Marlboro, Md 20772

**PAYMENT MUST ARRIVE IN THIS OFFICE BY THE DUE DATE TO AVOID
ADDITIONAL INTEREST & PENALTIES.**

Buysen / *Buysen*