



**ADDENDUM – ANNE ARUNDEL COUNTY REQUIRED NOTICES**

ADDENDUM/AMENDMENT# \_\_\_\_\_ dated \_\_\_\_\_ to Contract of Sale dated \_\_\_\_\_  
between Buyer(s): \_\_\_\_\_ and Seller(s): \_\_\_\_\_  
for Property known as: \_\_\_\_\_

**LEGAL DESCRIPTION.** Lot/Parcel/Unit \_\_\_\_\_, Block \_\_\_\_\_, Section \_\_\_\_\_, County, Liber \_\_\_\_\_, Folio \_\_\_\_\_,  
Subdivision/Condominium Project \_\_\_\_\_

**REQUIRED NOTICE-ANNE ARUNDEL COUNTY LAND-USE PLANS.** The Buyer fully understands that in order to become more fully informed of the current and future land-use plans, facility plans, public works plans, school plans, or other plans affecting the property or area, the buyer should consult the appropriate County agency or County Internet web site for information regarding these plans. This notice is required under Section 10-703 of the Real Property Article, Annotated Code of Maryland for any Contract of Sale for single family residential real property in Anne Arundel County which is improved by four or fewer single family units. Local laws requiring disclosure to home buyers of substantially similar information, if any, shall prevail over this notice requirement. ([www.aacounty.org](http://www.aacounty.org))

**ANNAPOLIS HISTORIC DISTRICT ONLY-REQUIRED NOTICE-CITY OF ANNAPOLIS-Property is located in the Historic District as defined by Annapolis City Code Section 21.56.030. Buyer should visit the website of the Historic Preservation Commission to learn about the various requirements that apply to properties located in the District. ([www.annapolis.gov](http://www.annapolis.gov))**

\_\_\_\_ Buyer      \_\_\_\_\_ Buyer      \_\_\_\_\_ Seller      \_\_\_\_\_ Seller

Seller

**NOTICE – WATERFRONT PROPERTY.** If this property is, or appears to be, “waterfront” property, Buyer will rely on Buyer’s own surveyor and title expert to ascertain the extent of any riparian rights or other rights of water access that inure to the owner of the Property.

**NOTICE – CHESAPEAKE BAY CRITICAL AREA.** If Anne Arundel County or the State has initiated enforcement action for a violation of a local law described in § 5-106(BB) (1) of the courts and judicial proceedings Article, a contract for sale of the real property where the violation occurred shall disclose:

- (I) The nature of the violation;
- (II) The status of any ongoing proceedings to enforce the violation; and
- (III) Any actions the buyer of the real property may be required to take with respect to the property in order to cure the violation.

**NOTICE – AIRPORT NOISE.** Buyer understands that Property may be located within the designated airport noise zone of the Baltimore-Washington International (BWI) Airport or other airport facility. Property may, now or in the future, be subject to overflights of air traffic to and from that facility and experience cumulative day-night noise levels of 65 decibels or greater. Properties in an airport noise zone may be subject to zoning restrictions affecting new development or new uses of property without a zoning variance from the Board of Airport Zoning Appeals, as per Title 5 Subtitle 8 of the Transportation Article, Annotated Code of Maryland. A 24 hour “Noise Hotline” (410-859-7021) and Airport Noise Zone Map are available from the Maryland Aviation Administration, Maryland Department of Transportation. (Phone numbers are subject to change without notice). Buyer may obtain additional information regarding existing or planned airport facilities from Anne Arundel County authorities.

**NOTICE – HOMEOWNERS INSURANCE.** Buyer understands that an insurance provider may decline to insure, or change a premium rate to insure, this property if there has been prior insurance claim(s) against the property. Buyer will rely on Buyer’s own insurance provider to ascertain the approximate cost to insure Property.

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\_\_\_\_ Buyer

\_\_\_\_ Buyer

\_\_\_\_ Seller

\_\_\_\_ Seller

**NOTICE- FLOOD INSURANCE DISCLOSURE:** Your mortgage lender may require you to purchase flood insurance in connection with your purchase of this property. The National Flood Insurance Program provides for the availability of flood insurance but also establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Due to recent amendments to federal law governing the NFIP those premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance for the property. **As a result, you should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after you complete your purchase.** In considering your purchase of this property you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future.

**THE FOLLOWING PARAGRAPHS APPLY ONLY IF BOTH BUYER(S) AND SELLER(S) INITIAL THEM:  
Please check appropriate box or boxes and provide required information:**

\_\_\_\_\_ 1. Owner(s) states that the property herein described is NOT subject to any Public or Private Front Foot Benefit  
 \_\_\_ \_\_\_ Assessment and/or Capital Facilities Assessment.

\_\_\_\_\_ Owner(s) states that the herein described property is subject to Capital Facilities Assessment/Front Foot Benefit  
 \_\_\_ \_\_\_ Assessment of \$ \_\_\_\_\_ per \_\_\_\_\_ payable to Anne Arundel County.

Each contract for the sale of real property in Anne Arundel County served by public water or wastewater facilities constructed as a result of an agreement permitted by Article 13, § 5-110 of the Anne Arundel Code shall contain a notice to the purchaser in substantially the following form:

\_\_\_\_\_ NOTICE TO PURCHASERS OF REAL ESTATE IN ANNE ARUNDEL COUNTY. This property is subject to a fee  
 \_\_\_ \_\_\_ or assessment which purports to cover or defray the cost of installing or maintaining all or part of the public water or  
 wastewater facilities constructed by the developer of the \_\_\_\_\_  
 subdivision. This fee or assessment is (amount) \$ \_\_\_\_\_ payable annually in (month) \_\_\_\_\_ to  
 \_\_\_\_\_ (Hereinafter called "lien holder") until  
 (date) \_\_\_\_\_. There may be a right of prepayment or discount for early payment  
 which may be ascertained by contacting the lien holder. This fee or assessment is a contractual obligation between  
 the lien holder and each owner of this property and is not in any way a fee or assessment by Anne Arundel County.

**If a Seller subject to this section fails to comply with the provisions of this section:**

- (1) **Prior to Settlement, the Purchaser shall have the right to rescind the contract and to receive a full refund of all deposits paid on account of the contract, but the right of rescission shall terminate five days after the Seller provides to the Purchaser written notice in compliance with this section; and**
- (2) **following settlement, the Seller shall be liable to the Purchaser for the full amount of any open lien or assessment.**

\_\_\_\_\_ 2. **NOTICE – RADIUM IN WELL WATER.** According to the Anne Arundel County Department of Health, studies  
 \_\_\_ \_\_\_ indicate that the radium level in some areas of Anne Arundel County, Maryland, exceed the level established by the  
 U.S. Environmental Protection Agency for drinking water, as described in *Radium in Well Water Information  
 Sheet*. The radium level in well water may be determined through specific testing conducted by County Health  
 authorities or by an environmental testing firm approved by County Health authorities. Buyer and Seller acknow-  
 ledge receiving *Radium in Well Water Information Sheet and Map – Testing Area for Gross Alpha and Radium*.

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\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

3. **REQUIRED NOTICE – SPECIAL TAX DISTRICT.** Each year the buyer of this property must pay a special assessment or special tax imposed under Article 4 Title 8 of the Anne Arundel County Code, as of Contract of Sale date. The special assessment or special tax on this property amounts to \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) each year; as of (date of each scheduled increase) \_\_\_\_\_, the assessment or tax may increase to (maximum amount or method for determining the same) \_\_\_\_\_. For further information on this assessment or tax, Buyer may contact the County Office of Finance. An increase in any special assessment, special tax, fee or charge is likely to occur in the foreseeable future but the timing or amount of the increase is not certain.

Buyer and Seller acknowledge that they jointly and severally agree to indemnify and hold harmless the Listing and Selling Brokers and their agents and employees for any losses or damages resulting from any act or omission by any party as a result of the provisions contained in this Contract of Sale.

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

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

\_\_\_\_\_  
 Seller Date

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

\_\_\_\_\_  
 Seller Date