

**HOWARD COUNTY NOTICE AND DISCLOSURE ADDENDUM**  
**(For use with the MAR Residential Contract of Sale and the Regional Contract of Sale)**

Addendum # \_\_\_\_\_ dated \_\_\_\_\_ to the Contract of Sale (the "Contract") dated \_\_\_\_\_.

The Residential Contract of Sale ("the Contract") between \_\_\_\_\_ (Seller) and \_\_\_\_\_ (Buyer), dated \_\_\_\_\_ for the sale of Property known as \_\_\_\_\_ located in Howard County, Maryland is hereby amended by addition of the following which is incorporated in and made a part of the Contract of Sale. In the event any of the following provisions are inconsistent with other provisions in the Contract, the terms and conditions of this Addendum shall supersede such other provisions and shall control.

**1. GENERAL PLAN MAPS: HOWARD COUNTY:**

**A. NOTICE TO BUYER: GENERAL PLAN MAPS AND GENERALIZED ZONING MAP FOR HOWARD COUNTY.**

- i. If you are purchasing an existing residential dwelling unit ("Re-Sale Home") or a newly constructed residential dwelling unit ("New Home") which is located in Howard County, Maryland, the Seller is required by Section 17.502 of the Howard County Code to notify you that the Property being purchased may be affected by plans for roadway capital improvements and land use in Howard County. Current plans for roadway capital improvement and land use in Howard County are contained in the current Howard County General Plan Maps and current Generalized Zoning Map (the "Maps").
- ii. YOU HAVE THE RIGHT TO EXAMINE THE CURRENT HOWARD COUNTY GENERAL PLAN MAPS AND CURRENT GENERALIZED ZONING MAP.

**B. ACKNOWLEDGEMENT BY BUYER:**

\_\_\_\_\_/\_\_\_\_\_  
Buyer Initials      Buyer hereby acknowledges that Seller has notified the Buyer of the Buyer's right to examine the current General Plan Maps and current Generalized Zoning Map for Howard County and Buyer understands that in order to become fully informed of current and future roadway improvements and land use plans, Buyer should consult with the Howard County Department of Planning and Zoning, 3430 Courthouse Drive, Ellicott City, Maryland 21043.

**C. AVAILABILITY OF MAPS:**

If the Property being purchased is a Re-Sale Home a copy of the Maps is available at the Howard County Department of Planning and Zoning, 3430 Court House Drive, Ellicott City, Maryland 21043. If the Property being purchased is a New Home, the Seller is required to have available in a model home or sales office a copy of the current General Plan Maps and Generalized Zoning Map for Howard County. If a model home or sales office is not located in the same subdivision as the Property, the Seller of a New Home shall have a copy of the Maps available at the Property.

**D. RESCISSION RIGHTS OF BUYER:**

If notice of the availability of the General Plan Maps and Generalized Zoning Map is provided to you at the time of or within less than two (2) days before entering into the Contract, you shall have the right, upon written notice to the Seller, to rescind the Contract and, in the event of such rescission, all deposit money paid by you in connection with the Contract will be returned to you. To be effective, your election to rescind the Contract, as herein provided, must be delivered to the Seller not later than 11:59 p.m. on the second Howard County Government business day immediately following the date of Buyer's acknowledgement of the availability of the Maps for Howard County as evidenced by the initials of the Buyer in Section 1.C. of this Addendum. If notice of the availability is provided to you more than two (2) days before entering into the Contract, then you shall have no right to rescind the Contract for any reason based upon the contents of the Maps.

\_\_\_\_\_/\_\_\_\_\_  
Buyer Initials      Buyer hereby acknowledges that Buyer has read this Section D above and is aware of Buyer's rescission rights.

**E. FAILURE TO PROVIDE GENERAL PLAN MAPS:**

- i. Buyer is advised that Section 17.502(c) of the Howard County Code provides that the failure of the Seller to provide notice of the availability of the Maps for Howard County shall not cause the Contract to be invalid, void, voidable or otherwise unenforceable by the Seller or Buyer.
- ii. Seller is hereby advised that Section 17.504 of the Howard County Code provides that the failure of the Seller to provide notice of the availability of the Maps for Howard County would constitute a violation of Title 24, "Civil Penalties" of the Howard County Code and may result in a Class B offense under Title 24 against the Seller.

## **2. NEW HOME - RIGHT TO PRE-SETTLEMENT INSPECTION.**

A. Not less than fourteen (14) hours nor more than seventy-two (72) hours prior to the date of actual settlement, a buyer of a new home, or the agent of the Buyer, shall have the right to inspect the new home. If mutually agreed upon in writing, the Buyer and Seller may provide for more than one (1) pre-settlement inspection or for the pre-settlement inspection to occur not less than fourteen (14) hours or more than seventy-two (72) hours prior to the date of actual settlement. Not later than fourteen (14) calendar days prior to the date of actual settlement, the Seller shall notify the Buyer, in writing, of the proposed date and time of the pre-settlement inspection. Such written notice shall include three (3) proposed pre-settlement inspection times on at least two (2) different dates. The pre-settlement inspection, unless agreed to otherwise by the Buyer, shall be scheduled to commence between the hours of 10:00 a.m. and 8:00 p.m. The Buyer, upon receipt of the notice of pre-settlement inspection as herein provided from the Seller, shall promptly notify the Seller or the agent of the Seller of which of the pre-settlement inspection dates and times proposed by the Seller are accepted by the Buyer. The Seller shall make every reasonable effort to designate the dates and times for the pre-settlement inspection reasonably convenient to the Buyer.

B. The Seller shall allow a reasonable time for the Buyer or the agent of the Buyer to conduct the pre-settlement inspection and shall provide the Buyer or the agent of the Buyer with reasonable access to the interior and exterior of the new home and the real property being conveyed, if applicable. At the time of the pre-settlement inspection, the Seller shall arrange to have all utilities servicing the new home to be connected and turned on in order for the Buyer or the agent of the Buyer to inspect and test all fixtures, electrical, mechanical, including appliance, plumbing, heating and air-conditioning systems as installed in the new home.

C. Both the Buyer and the Seller, as well as the agent of the Buyer and the agent of the Seller, if requested to do so by their respective clients, may attend the pre-settlement inspection.

D. The right of a buyer to a pre-settlement inspection as provided for in this Subtitle may not be waived in the contract of sale, and any such purported waiver may not be enforced by the Seller in a court of law.

## **3. NEW HOME - ORAL STATEMENTS, REPRESENTATIONS, WARRANTIES AND PROMISES.**

Any oral statements, representations, warranties or promises made to you prior to your execution of the Contract by the Seller or agent of the Seller may not be enforceable by you against the Seller or agent of the Seller in any subsequent legal or administrative proceeding unless such statements, representations, warranties or promises are in writing and signed by yourself and the Seller, or agent of the Seller. Any statements, representations, warranties or promises made to you by the Seller or agent of the Seller, upon which you rely, and which are not contained in this printed contract of sale form must be stated in a written addendum attached to the Contract form which is to be signed by both yourself and the Seller in order to make such statements, representations, warranties or promises part of the agreement between yourself and the Seller and enforceable in any legal or administrative proceeding.

## **4. NOTICE OF DISCLOSURES OF AIRPORTS AND HELIPORTS.**

If Buyer is concerned about the existence of airports or heliports located near the Property, Buyer should contact the Howard County Zoning Office at: (410) 313-2395 to determine the location of any such airports or heliports prior to the execution of this Addendum.

## **5. NOTICE TO BUYER - HOWARD COUNTY PROPERTY TAX.**

DUE TO A VARIETY OF MARYLAND PROPERTY TAX CREDIT PROGRAMS, THE BUYER'S PROPERTY TAX BILL MAY BE SIGNIFICANTLY DIFFERENT THAN THE TAX BILL PAID PREVIOUSLY BY THE SELLER OF THE PROPERTY. BUYERS SHOULD CONTACT THE HOWARD COUNTY DEPARTMENT OF FINANCE FOR AN ESTIMATE OF THEIR PROPERTY TAX OBLIGATION.

The Howard County Department of Finance is located at: 3430 Court House Drive, Ellicott City, MD 21043 and may be contacted in person **OR** by telephone at (410) 313-2195 **OR** visit the Howard County Citizen Self Service for Real Estate Property Taxes web site at: <http://howardcountymd.munisselfservice.com/citizens/RealEstate/Default.aspx?mode=new>. (Enter property address and click search, then select "Charges Exemptions Credits.")

## **6. NOTICE TO BUYER - RADIUM IN WELL WATER.**

According to the Howard County Health Department, Bureau of Environmental Health, a water quality survey indicates that elevated levels of naturally occurring radium and uranium have been found in some wells located in the Baltimore Gneiss formation. **Properties serviced by public water are not impacted.** Property Owners in the affected area are required to test new and replacement wells and, if applicable, install a treatment system prior to being granted a Certificate of Potability and putting the well into use. There are no regulations that require private owners of existing private wells to meet US EPA drinking water standards for radioactivity. The radium and uranium levels in well water may be determined through water analysis tests performed by the Howard County Health Department or by an environmental testing firm approved by the Howard County Health Department. Buyer may obtain a copy of a brochure entitled "Radionuclides & Your Well Water: A Homeowner's Guide," which brochure includes a general map of Howard County

showing the potentially affected areas as well as a list of approved environmental testing firms from the website of the Howard County Health Department at <http://countyofhowardmd.us/WorkArea/linkit.aspx?LinkIdentifier=id&ItemID=4294969374>.

If the Property being purchased is served by a private well and if Buyer is concerned about radium and uranium levels, Buyer, prior to execution of this Addendum, should download and read the brochure and consider whether to include a contingency in the contract of sale to provide for a well water quality test by the Howard County Health Department or by an approved environmental testing firm.

**7. NOTICE TO BUYER – FRONT FOOT BENEFIT FEES AND OTHER CHARGES.**

Front Foot Benefit Fees are those charges assessed by a builder, developer, or other private entity to cover the costs of development of a property or community including but not limited to the construction of roads, public and private water and sewer mains, pumping stations, designated greenways, conservation easements, rights of way or other costs of development which serve or benefit the Property directly. **Seller hereby discloses and represents that the property:** (Seller to initial applicable provision)

A. \_\_\_\_\_/\_\_\_\_\_ **IS NOT** subject to a fee or assessment charged by the developer or other private entity hereinafter called (“Lienholder”) which is payable as a one time or ongoing fee, runs with the land, and constitutes a contractual obligation between the Lienholder and the Property owner.  
Seller Initials

B. \_\_\_\_\_/\_\_\_\_\_ **IS** subject to a fee or assessment charged by the developer or other private entity (Lienholder) which is payable as a one time or ongoing fee, runs with the land, and constitutes a contractual obligation between the Lienholder and the Property owner.  
Seller Initials

This fee or assessment is in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) and is payable

on a one-time basis or  on an ongoing basis by:  year /  quarter /  month

to: (name and address) \_\_\_\_\_, (Lienholder).

There may be a right of prepayment or discount for early payment which may be ascertained by contacting the Lienholder. This fee or assessment is a contractual obligation between the Lienholder and each owner of the property and is not in any way a fee or assessment by Howard County

**8. NOTICE TO BUYER – COMMUNITY WATER AND SEWAGE FACILITY FEES.**

Community Water and Sewage Facility Fees are charges assessed by a builder, developer or other private entity to cover the costs of construction, installation and maintenance of water and wastewater services facilities which continuously serve the community or subdivision in which the property is located. **Seller hereby discloses and represents that the property:** (Seller to initial applicable provision)

A. \_\_\_\_\_/\_\_\_\_\_ **IS NOT** subject to a fee or assessment which purports to cover or defray the cost of installing and/or maintaining all or part of the water or wastewater facilities constructed by the developer of the \_\_\_\_\_ community and/or subdivision.  
Seller Initials

B. \_\_\_\_\_/\_\_\_\_\_ **IS** subject to a fee or assessment which purports to cover or defray the cost of installing and/or maintaining all or part of the water or wastewater facilities constructed by the developer of the \_\_\_\_\_ community and/or subdivision.  
Seller Initials

This fee or assessment is in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) and is payable annually in (month) \_\_\_\_\_ to (name and address) \_\_\_\_\_, hereinafter called (“Lienholder”).

There may be a right of prepayment or discount for early payment which may be ascertained by contacting the Lienholder. This fee or assessment is a contractual obligation between the Lienholder and each owner of the property and is not in any way a fee or assessment by Howard County.

**9. NOTICE TO BUYER – COLUMBIA COVENANT COMPLIANCE.** The Seller hereby discloses and represents that the property:

A. \_\_\_\_\_/\_\_\_\_\_ **IS NOT** subject to mandatory fees assessed by the Columbia Association (CPRA)  
Seller Initials

B. \_\_\_\_\_/\_\_\_\_\_ **IS** subject to mandatory fees assessed by the Columbia Association (CPRA) – See Columbia Covenant Compliance Addendum  
Seller Initials

**10. NOTICE TO BUYER – RIGHT TO FARM DISCLOSURE.** Pursuant to the Howard County Zoning Regulations, you are hereby notified that farming is allowed in most zoning districts in Howard County and has been designated as the preferred land use within the RC (Rural Conservation) zoning district. Properties in the RC and RR (Rural Residential) zoning districts that are subject to an agricultural land preservation easement, whether held by the State of Maryland or Howard County, are required to be kept available for farming in perpetuity, and are assumed to be in agricultural use. Agriculture is also considered a valued land use on any property that has an Agricultural Use Assessment as determined by the State Department of Assessments and Taxation.

Residents and other occupants of property near land in agricultural areas should be prepared to accept the effects of usual and customary agricultural operations, facilities and practices, including noise, odors, dust, smoke, insects, operation of machinery, storage and disposal of manure, unusual hours of operation, and other agricultural activities.

For further information, contact the Howard Soil Conservation District or the Howard County Department of Planning and Zoning.

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

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

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