

SUBDIVISION 2. REAL ESTATE PRACTICES.

Sec. 2-162.01. Contracts for the sale of real property.

(a) All contracts for the sale of real property located in this County shall contain the following terms of sale, or other wording identical in its effect:

"Seller(s) certifies that Seller(s) 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(s') property. Purchaser(s) acknowledge(s) that Purchaser(s) 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."

(b) Any contract for the sale of residential real property located in this County, for which the Department of Public Works and Transportation has recorded a covenant deferring future costs for street improvements for which the purchaser may be liable, shall contain disclosure of this condition by the seller (owner).

(c) Any contract for the sale of residential real property located in this County, for which the seller does not hold record title or a Land Records receipt for recording at the time the contract is signed, shall be accompanied by the following notice, on a separate sheet no smaller than the largest contract page:

NOTICE TO PURCHASERS

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.

(d) Any contract for the sale of residential real property that is located within one (1) mile of a general aviation airport, as defined in Section 27-107.01 of the County Code, shall include, as an attachment to the contract of sale, a General Aviation Airport Environment Disclosure Notice, in a form approved by the Planning Board. The General Aviation Airport Environment Disclosure Notice shall be dated and signed by the purchaser(s) and the seller(s). If the seller is represented by a real estate agent, the agent shall ensure that the Disclosure Notice is provided to the purchaser, or purchaser's agent.

(e) Any contract for the sale of residential real property located in this County which is subject to a Tree Conservation Plan shall be accompanied by the following notice, on a separate sheet no smaller than the largest contract page:

NOTICE TO PURCHASERS

PLEASE TAKE NOTICE that the Property in this Contract is subject to a Tree Conservation Plan that requires the conservation and protection of the trees and other woody plants that comprise the woodland and restricts the use of the property by the owner within the Tree Conservation Plan area. Failure of the owner of the Property to protect the woodland in a Tree Conservation Area may result in a fine and an obligation to restore the woodland or mitigate the damage to the woodland through the payment of money or other appropriate means.

THE SELLER IS REQUIRED to inform the Purchaser at the time the Contract is signed, that the property is subject to a Tree Conservation Plan and provide a copy of a plat of the property that depicts the area subject to the Tree Conservation Plan.

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.

A purchaser who does not receive the Notice to Purchaser on or before the date the contract of sale is entered into may rescind the contract within five (5) days following receipt of the Notice to Purchaser.

(f) Any contract for the sale of residential real property in this County that is located within a Special Taxing District, as defined in Section 10-269 of the County Code, shall be accompanied by the following notice:

NOTICE TO PURCHASERS

PLEASE TAKE NOTICE that the Property in this Contract is subject to a Special Taxing District that may require the payment and collection of additional taxes and fees. Failure of the owner of the Property to make payments in the Special Taxing District may subject them to penalties, fees, the placement of a lien and/or sale of the Property.

COUNTY LAW REQUIRES THE SELLER to inform the Purchaser prior to the Contract being signed that the property is subject to a Special Taxing District obligation.

This notice shall be provided by the seller before the execution of the contract of sale by the purchaser. This notice, signed or initialed and dated by the purchaser and seller, shall be provided 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.

A purchaser who does not receive the Notice to Purchasers on or before the date the contract of sale is entered into may rescind the contract within five (5) days following receipt of the Notice to Purchasers.

(g) The failure of a contract to comply with the requirements of Subsections (a), (b), (c), and (d) shall enable a party to the contract who is aggrieved by such failure to rescind the contract at any time prior to settlement. The right of rescission provided by this Subsection is not an exclusive remedy, and any other right or cause of action available to a party to the sales contract shall remain.

(h) No contract for the sale of real property located in the County shall contain any statement in violation of Sections 29-124 and 29-125.

(i) Notwithstanding any other provision of this Division, the jurisdiction of the Department of Environmental Resources shall not extend to this Subdivision except for the purpose of assisting in consumer education and information as to the requirements of this Section.

(CB-27-1985; CB-20-1992; CB-107-1993; CB-18-1994; CB-32-1995; CB-22-2001; CB-15-2003; CB-45-2003; CB-24-2005; CB-60-2005; CB-22-2006; CB-39-2007)

Sec. 2-150. Complaint procedure; investigation; conciliation.

(a) Any person subjected to unlawful practice or conduct in violation of this Division may file with the Director a complaint in writing. The complaint shall state the name and address of the person alleged to have committed the violation complained of and the particulars thereof, but the Director may relax this requirement for illiteracy or for other good cause.

(b) Upon filing a complaint as set forth in this Section, the Director shall make such investigation as it deems appropriate to ascertain facts and issues.

(c) If the Director shall determine that there are reasonable grounds to believe a violation has occurred and is susceptible of conciliation, the Director shall attempt to conciliate the matter by methods of initial conference and persuasion with all interested parties and such representatives as the parties may choose to assist them. Conciliation conferences shall be informal. Nothing said or done during such initial conferences shall be made public by the Director or any member of the staff of the Department of Environmental Resources unless the parties agree thereto in writing.

(Gen. Res. No. 3-1970, Sec. 7; CB-85-1971; CB-11-1972; CB-32-1995; CB-22-2001)