



**Government Regulations, Easements and Assessments Disclosure and Addendum (REA)**  
(Required for all Listing Agreements and Sales Contracts in Montgomery County)

The Contract of Sale dated 3/1/08, Address 711 Fletcher Place,  
City Rockville, State MD Zip 20851 between  
Seller Frank Kuwamura and Pat Kuwamura  
Buyer \_\_\_\_\_ is hereby  
amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

**Notice to Seller:** Pursuant to Montgomery County Code (Sec.40-13), a Seller is required to fully disclose to Buyers all specific facts relevant to, or affecting any property, imposed by any law or regulation or any common law principle. Seller acknowledges he has carefully examined this form, and that the information is complete and accurate to the best of his knowledge as of the date signed. This Disclosure/Addendum to be completed by the Seller shall be available to prospective Buyers prior to making a purchase offer and will become a part of the sales contract for the sale of the Property.

**Notice to Buyer:** The information contained herein is the representation of the Seller. Further information may be obtained by contacting staff and web sites of appropriate authorities, Montgomery County Government, 240-777-1000, Park and Planning Commission/Montgomery County Department of Park and Planning, 301-495-4700, and municipality, if applicable.

**General Information:**

The content in this form is not all-inclusive. Please be advised that web site addresses, personnel and telephone numbers do change and GCAAR cannot confirm the accuracy of the information contained in this form. When in doubt regarding the provisions or applicability of a regulation, easement or assessment, information should be verified with the appropriate government agency.

- **Montgomery County Government**, 101 Monroe Street, Rockville, MD, 20850. Main Telephone Number: 240-777-1000. Web site: [www.montgomerycountymd.gov](http://www.montgomerycountymd.gov)
- **Maryland-National Capital Area Park and Planning Commission (M-NCPPC)**, 8787 Georgia Avenue, Silver Spring, MD, 20910. Main number: 301-495-4600. Web site: [www.mc-mncppc.org](http://www.mc-mncppc.org)
- **City of Rockville**, City Hall, 111 Maryland Ave, Rockville, MD 20850. Main telephone number: 240-314-5000. Web site: [www.rockvillemd.gov](http://www.rockvillemd.gov)

**1. AVAILABILITY OF WATER AND SEWER SERVICE:**

- **Existing Water and Sewer Service:** Refer to the Seller's Water Bills or contact WSSC at 301-206-4001 or City of Rockville at 240-314-8420.
- **Well and Septic Locations:** Contact the **Department of Permitting Services "DPS", Well and Septic**, at 240-777-6320, fax 240-777-6314 or [gene.vongunten@co.mo.md.us](mailto:gene.vongunten@co.mo.md.us). For septic field location for homes constructed prior to 1978, request an "as built" drawing using DPS's "Septic System Location Application" form. Homes built prior to 1960 may be filed on microfiche, and, if outside a subdivision, the name of the original owner may be required. An original owner's name can be found among the Land Records at the County Courthouse. Allow two weeks for the "as built" drawing.
- **Categories:** To confirm service area category, contact the **Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division**, Alan Soukop at 240-777-7716 or [alan.soukop@co.mo.md.us](mailto:alan.soukop@co.mo.md.us) or fax request to 240-777-7715.

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uncertain. If the Property was constructed prior to 1978 or if the date of construction is uncertain, as indicated by Seller's initial above, Seller and Buyer mutually agree that the requirements of the Act shall apply to the sale of the Property. Seller and Buyer acknowledge that the real estate brokers and salespersons involved in the sale of the Property have no duty to ascertain or verify the date of construction and assume no such duty or responsibility. Seller and Buyer agree, represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless the requirements of the Act have been complied with prior to the execution of this Contract by Seller and Buyer. Seller and Buyer represent and warrant that each intended, as a material term of the offer and acceptance that the requirements of the Act be complied with as an express condition of the formation of a binding and enforceable contract by and between the parties. Buyer and Seller acknowledge by their respective initials below that they have read and understand the provisions of this Paragraph 9.

*[Handwritten Signature]*  
Seller's Initials

Buyer's Initials

**10. DISCLOSURE/DISCLAIMER STATEMENT:** A property owner may be exempt from Maryland Residential Property Disclosure Act as defined in the Maryland Residential Property Disclosure and Disclaimer Statement. Is Seller exempt from the Maryland Residential Property Disclosure Act?  Yes  No. If no, see attached Maryland Residential Disclosure and Disclaimer Statement. If yes, reason for exemption: \_\_\_\_\_

**11. SMOKE DETECTORS:** Pursuant to Montgomery County Code, the Seller is required to have working smoke detectors on all levels with bedrooms. In addition, Maryland law requires the following disclosure: **This residential dwelling unit contains alternating current (AC) electric service. 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.** Does this Property have either a dual-powered smoke detector or a battery-powered smoke detector?

Yes  No  Unknown

Certain municipalities have requirements exceeding those of Montgomery County; see municipality website for additional disclosures.

**12. HISTORIC PRESERVATION:**

Check questionable properties' status with the **Montgomery County Historic Preservation Commission** (301-563-3400) or go to <http://www.mcparkandplanning.org/> then go to Historic Preservation and Archaeology, to check applicability. Potential Buyers of property located in the **City of Rockville** should be advised that structures that are 50 years old or older, or which may be otherwise significant according to criteria established by the Rockville Historic District Commission, should be notified prior to purchase that demolition and building permit applications for substantial alteration will trigger an evaluation and approval process. This process may result in the property being designated a historic site, and if so, any exterior alterations must be reviewed and approved.

Has the Property been designated as an historic site in the master plan for historic preservation?  Yes  No.  
Is the Property located in an area designated as an historic district in that plan?  Yes  No.  
Is the Property listed as an historic resource on the County location atlas of historic sites?  Yes  No.  
Seller has provided the information required of Sec 40-12A as stated above, and the Buyer understands that special restrictions on land uses and physical changes may apply to this property. To confirm the applicability of this County Code (Sec 40-12A) and the restrictions on land uses and physical changes that may apply, contact the staff of the County Historic Preservation Commission, 301-563-3400. If the property is located within a local municipality, contact the local government to verify whether the property is subject to any additional local ordinances.  
\_\_\_\_\_  
Buyer

**13. MARYLAND FOREST CONSERVATION LAWS:**

**A. Forest Conservation Law:** The Buyer is notified that the cutting, clearing, and grading of more than 5,000 square feet of forest or any champion tree on the Property is subject to the requirements of the **Forest Conservation Law**. The Buyer is required to comply with the **Forest Conservation Law, Chapter 22A of the Montgomery County Code**. In order to assure compliance with the law, the Buyer is notified of the need to contact the **Countywide Environmental Planning Division** of the Maryland-National Capital Park and Planning Commission (**M-NCPPC**), whether it means obtaining a written exemption from the Forest Conservation Laws from **M-NCPPC** or obtaining

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approval of a Natural Resource Inventory/Forest Stand Delineation Plan, Forest Conservation Plan, or Tree Save Plan prior to cutting, clearing, and grading of more than 5,000 square feet of forest, obtaining a grading or sediment control permit, or developing the Property. Further, Seller represents and warrants that no activities have been undertaken on the Property in violation of the Forest Conservation Law and that if such activities have occurred in violation of the applicable law, that Seller has paid all of the penalties imposed and taken all of the corrective measures requested by M-NCPPC.

**B. Forest Conservation Easements:** Seller represents and warrants that the Property is  is not  currently subject to a recorded Category I or Category II Forest Conservation Easement, Management Agreement or an approved Forest Conservation Plan, Tree Save Plan, or any other plan requiring the protection of natural areas, or any other pending obligation binding the owner of the Property under Forest Conservation Law requirements. If the Property is encumbered by any such easement or plan, attach a copy of the plat or recorded document (if available).

**14. MODERATELY-PRICED DWELLING UNIT:** Is the Property part of the Moderately-Priced Dwelling Unit Program in Montgomery County?  Yes  No. In City of Rockville?  Yes  No. If yes to either question, Seller to indicate month and year of initial offering: \_\_\_\_\_. If initial offering is after March 20, 1989, the prospective Buyer and Seller should contact the appropriate jurisdictional agency to ascertain the legal buying and selling restrictions on the Property.

**15. UNDERGROUND STORAGE TANK:** For information regarding Underground Storage Tanks and the procedures for their removal or abandonment, contact the Maryland Department of the Environment. [www.mde.state.md.us](http://www.mde.state.md.us)  
Does the Property contain an unused underground storage tank?  
 Yes  No  Unknown. If yes, explain when, where and how it was abandoned: \_\_\_\_\_

**16. TAKOMA PARK RENTAL HOUSING LAWS:** The sale of any residential rental property located within the city limits of Takoma Park must contain a notice concerning the city's rental laws along with copies of certain rent reports and rental licensing inspection reports. GCAAR Form #1357 recites the applicable laws and identifies the reports that must be attached. This property is  is not  subject to the Takoma Park Rental Housing Law Notice requirements.

**17. AGRICULTURAL ZONE DISCLOSURE NOTICE:** Sellers of Montgomery County properties that are located in, adjoin or confront an area that is zoned agricultural must make certain disclosures to potential Buyers. These disclosures are contained in GCAAR Form #1361, which must be provided to potential Buyers prior to entering into a Contract for the purchase and sale of a property that is subject to this Agricultural Zone Disclosure requirement. Additional information can be obtained at [www.parksshowidol.com/notification/agricultural\\_lands.html](http://www.parksshowidol.com/notification/agricultural_lands.html). This property is  is not  subject to the Agricultural Zone Disclosure Notice requirements.

**18. NOTICE CONCERNING CONSERVATION EASEMENTS:** If the Property is encumbered by a Conservation Easement as defined in Section 10-705 of the Real Property Article, Annotated Code of Maryland, the contract must contain a notice concerning the easement, which is contained in an attached addendum. This Paragraph does not apply to the sale of property in an action to foreclose a mortgage or deed of trust. (If the Property is encumbered by a Conservation Easement: See Conservation Easement Addendum GCAAR Form #1359). This property is  is not  subject to a Conservation Easement.

**19. GROUND RENT:** If the Property is subject to ground rent and the ground rent is not timely paid, the ground lease holder (i.e., the person to whom the ground rent is payable) may bring an action under Section 8-402.3 of the Real Property Article, Annotated Code of Maryland. As a result of this action, a lien may be placed upon the property. If the Property is subject to ground rent, Sections 14-116 and 14-116.1 of the Real Property Article provide the purchaser, upon obtaining ownership of the Property, with certain rights and responsibilities relative to the ground rent. (If the Property is subject to ground rent: See Property Subject to Ground Rent Addendum, GCAAR Form #1360.) This property is  is not  subject to Ground Rent.

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20. **AIRPORTS AND HELIPORTS:** The following list of airports and heliports includes those in Montgomery County and the surrounding area that may be within a five-mile radius of the Property. This list was compiled from data provided by the Washington Airports District Office of the Federal Aviation Administration and was current as of 4/1/07. Buyer should be aware of the fact that most properties in Montgomery County are within five (5) miles of an airport or heliport installation. Refer to the FAA website for a current list. [www.gcr1.com/airport.cfm](http://www.gcr1.com/airport.cfm)

**Montgomery County**

Bethesda Naval Medical Hospital Heliport, 8901 Rockville Pike, Bethesda, MD 20889  
 Davis Airport, 7200 Hawkins Creamery Road, Laytonsville, MD 20879  
 Dow Jones & Company, Inc., 11501 Columbia Pike, Silver Spring, MD 20904  
 Federal Support Center Heliport, 5321 Riggs Road, Gaithersburg, MD 20882  
 Flying M Farms, 24701 Old Hundred Road, Comus, MD 20842  
 IBM Corporation Heliport, 18100 Frederick Avenue, Gaithersburg, MD 20879  
 Maryland State Police Heliport, 16501 Norwood Road, Sandy Spring, MD 20860  
 Montgomery County Airpark, 7940 Airpark Road, Gaithersburg, MD 20879  
 Shady Grove Adventist Hospital, 9901 Medical Center Drive, Rockville, MD 20850  
 Suburban Hospital, 8600 Old Georgetown Road, Bethesda, MD 20814  
 Waredaca Farm, 4015 Damascus Road, Gaithersburg, MD 20760  
 Washington Adventist Hospital, 7600 Carroll Avenue, Takoma Park, MD 20912

**Prince George's County**

Citizens Bank Helipad, 14401 Sweitzer Lane, Laurel, MD 20707  
 College Park, 1909 Cpl Frank Scott Drive, College Park, MD 20740  
 The Greater Laurel Beltsville Hospital, 7100 Contee Road, Laurel, MD 20707

**Frederick County**

Faux-Burhams Airport, 9401 Ball Road, Ijamsville, MD 21754  
 Ijamsville Airport, 9701 C. Reichs Ford Road, Ijamsville, MD 21754  
 Stol-Crest Airfield, 3851 Price's Distillery Road, Urbana, MD 21754

**Carroll County**

Walters Airport, 7017 Watersville Road, Mt. Airy, MD 21771

**District of Columbia**

Children's National Medical Center, 111 Michigan Avenue, NW, 20010  
 Georgetown University Hospital, 3800 Reservoir Road, NW, 20007  
 Metropolitan Police, Dist. 2, 3320 Idaho Avenue, NW, 20007  
 Metropolitan Police, Dist. 3, 1620 V Street, NW, 20007  
 Michael R. Nash, 50 Florida Avenue, NE 20002  
 National Presbyterian Church, 4101 Nebraska Avenue, NW, 20016  
 Ronald Reagan Washington National Airport, Arlington County 20001  
 Sibley Memorial Hospital, 5255 Loughboro Road, NW, 20016  
 Steuart Office Pad, Steuart Petroleum Co., 4640 40<sup>th</sup> Street, NW, 20016  
 Walter Reed Hospital, 6825 16<sup>th</sup> Street, NW, 20012  
 Washington Hospital Center, 110 Irving Street, NW, 20010  
 Washington Post, 1150 15<sup>th</sup> Street, NW, 20017

**Virginia**

Leesburg Executive, 1001 Sycolin Road, Leesburg, 22075  
 Loudoun Hospital Center, 224 Cornwall, NW, Leesburg, 22075  
 Ronald Reagan Washington National Airport, Arlington County 20001

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20. **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.

*[Signature]* 4/1/08  
Seller Date

*Patricia Kantamara* 4/1/08  
Seller Date

The undersigned hereby acknowledges receipt of this form prior to signing a Contract.

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

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

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### Inclusions/Exclusions Attachment to Listing Agreement Disclosure and/or Addendum

Property Address: 711 Fletcher Place Rockville, MD 20851

#### PART I. Inclusions/Exclusions Disclosure

**Personal Property and Fixtures:** The Property includes the following personal property and fixtures: A) Any existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, window treatment hardware, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to in writing, all surface or wall mounted electronic components/devices **DO NOT** convey. B) **The items marked YES below are currently installed or offered. If more than one of an item convey, the number of items is noted.**

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Alarm System	<input type="checkbox"/>	<input type="checkbox"/>		Freezer	<input type="checkbox"/>	<input type="checkbox"/>		Satellite Dish
<input type="checkbox"/>	<input type="checkbox"/>		Built-in Microwave	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Furnace Humidifier	<input type="checkbox"/>	<input type="checkbox"/>		Storage Shed
<input checked="" type="checkbox"/>	<input type="checkbox"/>	6	Ceiling Fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Garage Opener	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Stove or Range
<input type="checkbox"/>	<input type="checkbox"/>		Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>		w/ remote	<input type="checkbox"/>	<input type="checkbox"/>		Trash Compactor
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Clothes Dryer	<input type="checkbox"/>	<input type="checkbox"/>		Gas Log	<input type="checkbox"/>	<input type="checkbox"/>		Wall Oven
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Clothes Washer	<input type="checkbox"/>	<input type="checkbox"/>		Hot Tub, Equip. & Cover	<input type="checkbox"/>	<input type="checkbox"/>		Water Treatment System
<input type="checkbox"/>	<input type="checkbox"/>		Cooktop	<input type="checkbox"/>	<input type="checkbox"/>		Intercom	<input type="checkbox"/>	<input type="checkbox"/>		Window A/C Unit
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>		Playground Equipment	<input type="checkbox"/>	<input type="checkbox"/>		Window Fan
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Disposer	<input type="checkbox"/>	<input type="checkbox"/>		Pool, Equip. & Cover	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Window Treatments
<input type="checkbox"/>	<input type="checkbox"/>		Electronic Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2	Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>		Wood Stove
<input type="checkbox"/>	<input type="checkbox"/>		Fireplace Screen/Door	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	w/ ice maker				

#### OTHER

#### AS IS ITEMS

Seller does not warrant the condition or working order of the following items and/or systems:

Outdoor plants with colored ribbon do not convey, but will be replaced with similar planting

Any leased items, systems or service contracts (including, but not limited to, fuel tanks, water treatment systems, lawn contracts, security system monitoring and satellite contracts) **DO NOT CONVEY** absent an express written agreement by Purchaser and Seller. The following is a list of the leased items within the Property:

Seller certifies that Seller has completed this checklist disclosing what conveys with the property and gives permission to make this information available to prospective buyers.

Frank Kuwamura 3/1/08      Patricia Kuwamura 3/1/08  
 Seller                      Frank      Kuwamura                      Date                      Seller                      Pat                      Kuwamura                      Date

#### PART II. Inclusions/Exclusions Addendum

The Contract of Sale dated \_\_\_\_\_ between Seller Pat Kuwamura and Buyer Frank Kuwamura is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract

The parties agree that Part I of this Addendum shall replace and supersede the provisions of the Inclusions/Exclusions paragraph of the MAR Residential Contract of Sale or the Personal Property Fixtures and Utilities paragraph of the Regional Sales Contract as applicable.

Seller Frank Kuwamura Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_  
 Seller Pat Kuwamura Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_



### MARYLAND PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 711 Fletcher Place Rockville, MD 20851  
Legal Description: \_\_\_\_\_

#### 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 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? Nov 1972  
Property System: Water, Sewage, Heating & Air Conditioning (Answer all that apply)

Water Supply	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Well	<input type="checkbox"/> Other _____
Sewage Disposal	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Septic System approved for _____	(# bedrooms)
Garbage Disposal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Dishwasher	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Heating	<input type="checkbox"/> Oil	<input checked="" 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 checked="" 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 checked="" 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: \_\_\_\_\_

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?

COMMENTS: \_\_\_\_\_

Yes  No  Unknown

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

COMMENTS: \_\_\_\_\_

Yes  No  Does Not Apply

9. Septic Systems: Is the septic system functioning properly?  Yes  No  Unknown  Does Not Apply

COMMENTS: \_\_\_\_\_

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 *N/A*

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

COMMENTS: \_\_\_\_\_

In ceiling/attic?  Yes  No  Unknown

COMMENTS: \_\_\_\_\_

In any other areas?  Yes  No  Unknown Where? *UNKNOWN*

COMMENTS: \_\_\_\_\_

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?

COMMENTS: \_\_\_\_\_

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: \_\_\_\_\_ *N/A*

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: *[Signature]* Date: 3/1/08

Owner: *Patricia Kusumara* Date: 3/1/08

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 \_\_\_\_\_



**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 \_\_\_\_\_ to the Contract of Sale dated 08/20/07 3/1/08  
 between Buyer \_\_\_\_\_  
 and Seller Frank Kuwamura Pat Kuwamura  
 for Property known as 711 Fletcher Place Rockville, MD 20851

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; Plumbing, electrical, heating, and air conditioning systems;
  - (iv) Infestation of wood-destroying insects;
  - (v) Land use matters;
  - (vi) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
  - (vii) Any other material defects, including latent defects, of which the seller has actual knowledge; and
  - (ix) Whether the smoke detectors will provide an alarm in the event of a power outage; and
  - (x) 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 mean 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.



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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	<u>3/1/08</u> Date
_____ Buyer's Signature	_____ Date	 Seller's Signature	<u>3/1/08</u> Date
_____ Agent's Signature	_____ Date	 Agent's Signature	<u>4/9/08</u> Date

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

For the sale of Property at: 711 Fletcher Place Rockville, MD 20851  
Property Address

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):

- LF Property (all portions) was constructed after January 1, 1978. (If initialed, complete section V only.)
  - 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.)
- Year Constructed: 1958

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

Frank Swanson 3/1/08  
Seller Date

Patricia Kawamura 3/1/08  
Seller Date

Jessica Kayne 3/1/08  
Agent Date

\_\_\_\_\_  
Purchaser Date

\_\_\_\_\_  
Purchaser Date

\_\_\_\_\_  
Agent Date





### MARYLAND LEAD PAINT DISCLOSURE AND NOTICE STATEMENT

(Use with contracts for the sale of property constructed prior to 1979)

RE: 711 Fletcher Place Rockville, MD 20851  
Property Address

#### DISCLOSURE

- Seller represents that the above described Property may contain lead paint such that said Property may be subject to the Maryland Lead Poisoning Prevention Program Act contained in the Maryland Code, Environment Article, Sections - 6-801 et seq. (1996 Repl. Vol) ( the "Maryland Lead Act").
- If Seller has had the subject property inspected pursuant to the Maryland Lead Act, and such inspection revealed conditions which require remedial actions, (i.e., risk reduction obligations), Seller represents as follows:

Seller to check applicable statement(s) :

a)  Seller has the following outstanding risk reduction obligations:

b)  Seller will complete the outstanding risk reduction obligations prior to settlement.

c)  Seller will not complete the outstanding risk reduction obligations prior to settlement.

In the event that none of the foregoing boxes have been checked, this shall constitute Seller's representation that either (1) the subject property has not been inspected pursuant to the Maryland Lead Act, or (2) if the subject property has been inspected pursuant to the Maryland Lead Act, either inspection did not result in the imposition of any risk reduction obligations or all risk reduction obligations have been completed.

All outstanding obligations not completed by Seller will become Buyer's responsibility after settlement if the property remains rental property or is converted to rental property.

#### NOTICE

- In the event that Buyer intends to occupy the Property, but converts the Property to rental use in the future, Buyer is advised that Buyer must register the property with the Maryland Department of the Environment within 30 days following conversion of the Property to rental Property and will therefore be subject to all requirements of the Maryland Lead Act at the time of such conversion.
- In the event the Property is currently rented and will continue to be rented, Buyer is advised that Buyer must register the Property with the Maryland Department of the Environment within 30 days of settlement and will be subject to all requirements of the Maryland Lead Act at the time of settlement.

[Signature] 3/01/08  
Seller Date

[Signature] 3/1/08  
Seller Date

By signing below, Buyer acknowledges receipt of the within Disclosure and Notice Statement prior to ratification of a Contract for the purchase of the subject property.

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

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



LF1761

GCAAR Form #908- MC  
(Previously form #1301 L.2)

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9/99



**REAL PROPERTY CONSOLIDATED TAX BILL**  
**LEVY YEAR 2007**  
**ANNUAL BILL**  
**TAX PERIOD 07/01/2007-06/30/2008**

ACCOUNT NUMBER	BILL NO.	PROPERTY ADDRESS	MORTGAGE	OCCUPANCY
00227686	27019986	711 FLETCHER PL	UNKNOWN	PRINCIPAL RESIDENCE
<b>PROPERTY DESCRIPTION</b>		KUWAMURA, FRANK K JR & P A		
GEERAERTS ADD		711 FLETCHER PLACE ROCKVILLE, MD 20851		

LOT	BLOCK	DISTRICT	SUB	CLASS	REFUSE AREA	REFUSE UNIT	TAX DESCRIPTION	ASSESSMENT RATE	TAX/CHARGE
19	S	04	233	R050	R40	1	STATE PROPERTY TAX	374,672 .112*	419.63
							COUNTY PROPERTY TAX	374,672 .812*	3,042.34
							ROCKVILLE PROPERTY TAX	374,672 .302*	1,131.51
							SOLID WASTE CHARGE	29.50	29.50
							<b>TOTAL</b>		<b>4,622.98</b>
							<b>CREDIT DESCRIPTION</b>	<b>ASSESSMENT RATE</b>	<b>AMOUNT</b>
							STATE HOMESTEAD CREDIT	-95,701 .112*	-107.19
							COUNTY HOMESTEAD CREDIT	-95,701 .812*	-777.10
							COUNTY PROPERTY TAX CREDIT		-613.00
							MUNICIPAL HOMESTEAD CREDIT	-95,701 .302*	-289.02
							ROCKVILLE PROPERTY TAX CREDIT		-100.00
							<b>TOTAL CREDITS</b>		<b>-1,886.31</b>

PRIOR PAYMENTS \*\*\*\* 2736.67  
 INTEREST  
**TOTAL AMOUNT** 0  
**Amount Due by 2/29/2008** 0

Semi-Annual Installments Information	Tax	Due Date
Sept 30 Installment	1,368.35	09/30/2007
Dec 31 Installment	1,368.32	12/31/2007

\_\_\_\_\_  
 Buyer

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Buyer

\_\_\_\_\_  
 Date



**Estimated Real Property Tax and Other Non-tax Charges**  
a new owner will pay in the first full fiscal year of ownership

<b>ACCOUNT NUMBER:</b>		00227686	
<b>PROPERTY:</b>	<b>OWNER NAME</b>	KUWAMURA, FRANK K JR & P A	
	<b>ADDRESS</b>	711 FLETCHER PL ROCKVILLE, MD 20851-0000	
<b>TAX INFORMATION:</b>			
<b>TAX DESCRIPTION</b>	<b>FY09 PHASE-IN VALUE<sub>1</sub></b>	<b>FY08 RATE<sub>2</sub></b>	<b>ESTIMATED FY09 TAX/CHARGE</b>
STATE PROPERTY TAX	433,090	.112*	485.06
COUNTY PROPERTY TAX <sub>3</sub>	433,090	.812*	3,516.69
ROCKVILLE PROPERTY TAX	433,090	.302*	1,307.93
SOLID WASTE CHARGE <sub>4</sub>		29.50	29.50
<b>ESTIMATED TOTAL<sub>5</sub></b>			<b>5,339.18</b>

- 1 Phase in value comes from the data base at the Maryland Department of Assessments and Taxation <http://www.dat.state.md.us/>, Real Property Data Search. The phase in value is for the next fiscal year, if available, otherwise the phase in value is for current fiscal year.
- 2 Tax rates come from the current property tax bill, which also may include several non-tax charges, at the web page of the County Government's Department of Finance: <http://www.montgomerycountymd.gov/finance>. Look for a link to "Pay or view your property tax bill on line".
- 3 County Property Tax is the sum of the General Fund tax and several special fund taxes.
- 4 All non-tax charges (for example Solid Waste, Water Quality Protection, Bay Restoration Fund, WSSC) are the charges in the current fiscal year. These charges may be different in the next fiscal year.
- 5 You must update the estimate for the property taxes and other non-tax charges
  - a. Every July 1, because the tax rates, phase-in values, and other non-tax charges will or may change;  
AND ALSO
  - b. In early January if the calculation used the phase-in value for the current fiscal year instead of the phase-in value for the next fiscal year, because SDAT had not yet specified the phase in value for the next fiscal year. This occurs in the period July 1 - early January in the third year of the three year assessment cycle.

\_\_\_\_\_  
Buyer date

\_\_\_\_\_  
Buyer date

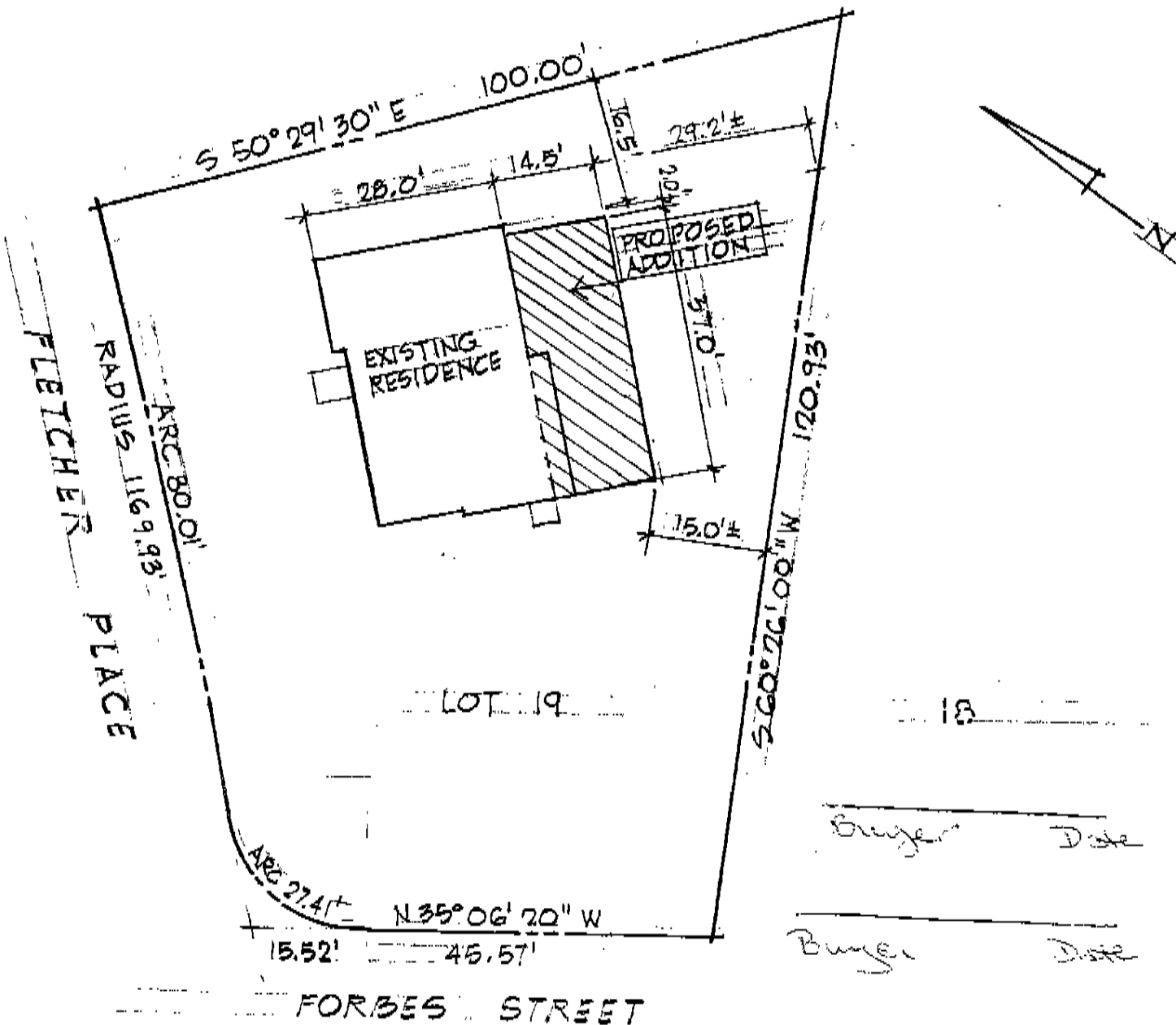
# KAWAMURA RESIDENCE

7 FLETCHER PLACE ROCKVILLE, MD. 20851  
MONTGOMERY COUNTY

LOT 19 BLOCK 5

GEERAERT'S ADDITION TO TWINBROOK FOREST

PLAT BOOK 60 PLAT NO 4833



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

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

## SITE PLAN

SCALE: 1" = 20'-0"

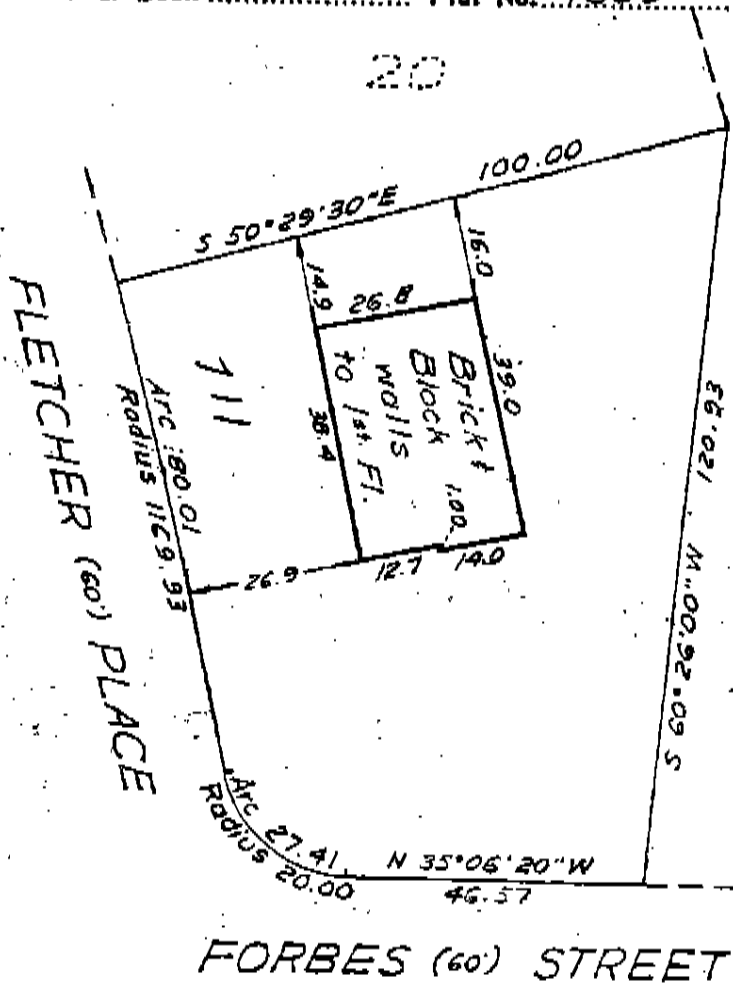
# ENGINEER'S CERTIFICATE

We hereby certify that we have surveyed and personally examined the parcel of land delineated hereon; said land, as described in the public land records, being Lot 19 Block S

Georgetown's Add'n To TWIN-BROOK FOREST

County of MONTGOMERY State of MARYLAND

Plat Book 60 Plat No. 4883 Scale 1"=30'



The above designated property is known as Fletcher Place and is located on the East side of the street, at the intersection of Forbes Street which is the nearest intersecting street.

We further certify that the position of all the existing improvements on the above described property has been carefully established by a transit-tape survey; that unless otherwise shown, there are no encroachments;

August 14, 19 57. McNEILL SURVEYS, INC. BY Thomas B. McNeill  
Registered Land Surveyor

Upon an examination made ..... 19..... no changes nor additions were noted except which are indicated above thus.