



**SELLER'S DISCLOSURE STATEMENT**  
**Instructions to the Seller for Seller's Disclosure Statement**

These Instructions are to assist the Seller in completing the required Seller's Disclosure Statement in order to comply with the District of Columbia Residential Real Property Seller Disclosure Act.

- 1. Who must complete the Seller's Disclosure Statement?** The Seller, not the broker and not the management company, condominium association, cooperative association or homeowners association.
- 2. In what types of transactions must the Seller provide the Seller's Disclosure Statement to the Purchaser?** The Act applies to the following types of transfers or sales of District of Columbia real estate:
- (a) where the property consists of one to four residential dwelling units, and,
  - (b) the transactions a sale, exchange, installment land contract, lease with an option to purchase, or any other option to purchase, and,
  - (c) the purchaser expresses, in writing, an interest to reside in the property to be transferred.

However, the Act does not apply to:

- (a) court ordered transfers;
- (b) transfers to a mortgagee by a mortgagor in default;
- (c) transfers by sale under a power of sale in a deed of trust or mortgage or any foreclosure sale under a decree of foreclosure or deed in lieu of foreclosures;
- (d) transfers by a non-occupant fiduciary administering a decedent's estate, guardianship, conservatorship or trust;
- (e) transfers between co-tenants;
- (f) transfers made to the transferor's spouse, parent, grandparent, child, grandchild or sibling (or any combinations of the foregoing);
- (g) transfer between spouses under a divorce judgment incidental to such a judgment;
- (h) transfers or exchanges to or from any governmental entity; and
- (i) transfers made by a person of newly constructed residential property that has not been inhabited.

**3. When does the Seller's Disclosure Statement have to be provided to the Purchaser?** In a sale, before or at the time the prospective transferee executes a purchase agreement with the transferor. In an installment sales contract (where a binding purchase contract has not been executed), or in the case of a lease with no option to purchase, before or at the time the prospective transferee executes the installment sales contract or lease with the transferor.

**4. What information must the Seller disclose?** Answer ALL questions on the Seller's Disclosure Statement. If some items do not apply to your property, check "N/A" (not applicable). If you do not know the facts, check "UNKNOWN". Report actually known conditions referred to in the questions. Each disclosure must be made in "good faith" (honesty in fact in the making of the disclosure). Attach additional pages with your signature if additional space is required.

**The Seller of a condominium unit, cooperative unit, or a lot in a homeowners association, is to provide information only as to the Seller's unit or lot, and not as to any common elements, common areas or other areas outside of the unit or lot.**



**SELLER'S DISCLOSURE STATEMENT**  
**Instructions to the Seller for Seller's Disclosure Statement**

5. **What is the remedy if the Seller does not provide the Seller's Disclosure Statement to the Transferee?** If the Seller's Disclosure Statement is delivered after the purchaser executes the purchase agreement, installment sales contract or lease with an option to purchase, the purchaser may terminate the transaction by written notice to the seller not more than five (5) calendar days after receipt of the Seller's Disclosure Statement by the purchaser, and the deposit must be returned to the purchaser. The right to terminate is waived if not exercised before the earliest of:
- (a) the making of an application for a mortgage loan (if the lender discloses that the right to rescind terminates on submission of the application); or
  - (b) settlement or date of occupancy in the case of a sale; or
  - (c) occupancy in the case of a lease with an option to purchase.
6. **If the Seller finds out different information after providing the Seller's Disclosure Statement to the Purchaser, how does this impact a ratified contract?** If information becomes inaccurate after delivery of the disclosure form, the inaccuracy shall not be grounds for terminating the transaction.
7. **How must a Seller deliver the Seller's Disclosure Statement to the Transferee?** The Seller's Disclosure Statement must be delivered by personal delivery, facsimile delivery, or by registered mail to the transferee. Execution by the transferor of a facsimile is considered execution of the original.

**SELLER'S PROPERTY CONDITION STATEMENT**

For Washington, DC

Property Address: 1429 34th Street SE, Washington DC 20020

Is the property included in a:

- condominium association?  Yes  No  
cooperative?  Yes  No  
homeowners association with mandatory participation and fee?  
 Yes  No

If this is a sale of a condominium unit or cooperative unit, or in a homeowners association, this disclosure form provides information only as to the unit (as defined in the governing documents of the association) or lot (as defined in the covenants applicable to the lot), and not as to any common elements, common areas or other areas outside of the unit or lot.

**Purpose of Statement:** This Statement is a disclosure by the Seller of the defects or information actually known by the Seller concerning the property, in compliance with the District of Columbia Residential Real Property Seller Disclosure Act. Unless otherwise advised, the Seller does not possess an expertise in construction, architecture, engineering, or any other specific area related to the construction of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. THIS STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR BY ANY AGENT REPRESENTING THE SELLER IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN.

**Seller Disclosure:** The Seller discloses the following information with the knowledge that, even though this is not a warranty, the Seller specifically makes the following statements based on the seller's actual knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's agent is required to provide a copy to the Buyer or the agent of the Buyer. The Seller authorizes its agent (s) to provide a copy of this statement to any prospective buyer or agent of such prospective buyer in connection with any actual or anticipated sale of property. The following are statements made solely by the Seller and are not the statements of the Seller's agent (s), if any. This information is a disclosure only and is not intended to be a part of any contract between Buyer and Seller.

The seller(s) completing this disclosure statement have owned the property from 1989 to 2011  
The seller(s) completing this disclosure have occupied the residence from 1989 to 2007.

**A. Structural Conditions**

1. **Roof**  roof is a common element maintained by condominium or cooperative (no further roof disclosure required).

Age of Roof  0-5 years  5-10 years  10-15 years  15+ years  Unknown

Does the seller have actual knowledge of any current leaks or evidence of moisture from roof?

Yes  No If yes, comments: \_\_\_\_\_

Does the seller have actual knowledge of any existing fire retardant treated plywood?

Yes  No If yes, comments: \_\_\_\_\_

2. **Fireplace/Chimney(s)**

Does the seller have actual knowledge of any defects in the working order of the fireplaces?

Yes  No  No fireplace(s)

If yes, comments: \_\_\_\_\_

Does the seller know when the chimney(s) and/or flue were last inspected and/or serviced?

Yes  No  No chimneys or flues

If yes, when were they last serviced or inspected? \_\_\_\_\_

3. **Basement**

Does the seller have actual knowledge of any current leaks or evidence of moisture in the basement?

Yes  No  Not Applicable

If yes, comments: ON EXTERIOR WALL

Does the seller have actual knowledge of any structural defects in the foundation?

Yes  No

If yes, comments: \_\_\_\_\_

4. **Walls and floors**

Does the seller have actual knowledge of any structural defects in walls or floors?

Yes  No

If yes, comments: \_\_\_\_\_

5. **Insulation**

Does the seller have actual knowledge of presence of urea formaldehyde foam insulation?

Yes  No

If yes, comments: \_\_\_\_\_

6. **Windows**

Does the seller have actual knowledge of any windows not in normal working order?

Yes  No

If yes, comments: They were working when I bought the property

**B. Operating Condition of Property Systems**

1. **Heating System**  heating system is a common element maintained by condominium or cooperative (no further disclosure on heating system required).

Type of system  Forced Air  Radiator  Heat Pump

Heating Fuel  Electric baseboard  Other  Natural Gas  Electric  Oil  Other

Age of system  0-5 years  5-10 years  10-15 years  Unknown

Does the seller have actual knowledge that heat is not supplied to any finished rooms?

Yes  No

If yes, comments: \_\_\_\_\_

Does the seller have actual knowledge of any defects in the heating system?

Yes  No

If yes, comments: \_\_\_\_\_

Does the heating system include:

Humidifier  Yes  No  Unknown

Electronic air filter  Yes  No  Unknown

If installed, does the seller have actual knowledge of any defects with the humidifier and electronic filter?

Yes  No  Not Applicable

If no, comments: \_\_\_\_\_

2. **Air Conditioning System**  air conditioning is a common element maintained by condominium or cooperative (no further disclosure on air conditioning system required).

Type of system:  Central AC  Heat Pump  Window/wall units

Air Conditioning Fuel  Other  Not Applicable  Natural Gas  Electric  Oil  Other

Age of system  0-5 years  5-10 years  10-15 years  Unknown

If central AC, does the seller have actual knowledge that cooling is not supplied to any finished rooms?  Yes  No  Not Applicable

If yes, comments: \_\_\_\_\_

Does the seller have actual knowledge of any problems or defects in the cooling system?

Yes  No  Not Applicable

If yes, comments: \_\_\_\_\_

### 3. Plumbing System

Type of system:  Copper  Galvanized  Plastic Polybutelene  Unknown

Water Supply:  Public  Well

Sewage Disposal:  Public  Well

Water Heater Fuel:  Natural Gas  Electric  Oil  Other

Does the seller have actual knowledge of any defects with the plumbing system?

Yes  No

If yes, comments: \_\_\_\_\_

### 4. Electrical System

Does the seller have actual knowledge of any defects in the electrical system, including the electrical fuses, circuit breakers, outlets, or wiring?

Yes  No

If yes, comments: \_\_\_\_\_

## C. Appliances

Does the seller have actual knowledge of any defects with the following appliances?

Range/Oven	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Dishwasher	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Refrigerator	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Range hood/fan	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Microwave oven	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Applicable
Garbage Disposal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Sump Pump	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Applicable
Trash compactor	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Applicable
TV antenna/controls	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Applicable
Central vacuum	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Applicable
Ceiling fan	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Applicable
Attic fan	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Applicable
Sauna/Hot tub	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Applicable
Pool heater & equip.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Applicable
Security System	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Intercom System	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Applicable
Garage door opener	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Applicable
& remote controls	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Applicable
Lawn sprinkler system	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Applicable
Water treatment system	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Smoke Detectors	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Carbon Monoxide	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Detectors	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Other Fixtures	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Or Appliances	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable

If yes to any of the above, describe defects: \_\_\_\_\_

**D. Exterior/Environmental Issues**

**1. Exterior Drainage**

Does the seller have actual knowledge of any problem with drainage on the property?

Yes  No

If yes, comments: \_\_\_\_\_

**2. Damage to property**

Does the seller have actual knowledge whether the property has previously been damaged by:

Fire  Yes  No

Wind  Yes  No

Flooding  Yes  No

If yes, comments: \_\_\_\_\_

**3. Wood destroying insects or rodents:**

Does the seller have actual knowledge of any infestation or treatment for infestations?

Yes  No

If yes, comments: \_\_\_\_\_

Does the seller have actual knowledge of any prior damage or repairs due to a previous infestation?

Yes  No

If yes, comments: \_\_\_\_\_

**4. Does the seller have actual knowledge of any substances, materials or environmental hazards (including but not limited to asbestos, radon gas, lead based paint, underground storage tanks, formaldehyde, contaminated soil, or other contamination) on or affecting the property?**

Yes  No

If yes, comments: \_\_\_\_\_

**5. Does the seller have actual knowledge of any zoning 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

If yes, comments: \_\_\_\_\_

**6. Does the seller have actual knowledge that this property is a DC Landmark, included in a designated historic district or is designated a historic property?**

Yes  No

If yes, comments: \_\_\_\_\_

**7. Has the property been cited for a violation of any historic preservation law or regulation during your ownership?**

Yes  No

If yes, comments: \_\_\_\_\_

8. Does the seller have actual knowledge if an façade easement or a conservation easement has been placed on the property?

Yes  No

If yes, comments: \_\_\_\_\_

The seller(s) certifies that the information in this statement is true and correct to the best of their knowledge as known on the date of signature.

*Larry Quintana*  
Seller

01/13/2011  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

Buyer(s) have read and acknowledge receipt of this statement and acknowledge that this statement is made based upon the seller's actual knowledge as of the above date. This disclosure is not a substitute for any inspections or warranties which the buyer(s) may wish to obtain. This disclosure is NOT a statement, representation, or warranty by any of the seller's agents or any sub-agents as to the presence or absence of any condition, defect or malfunction or as to the nature of any condition, defect or malfunction.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date



**AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE FORM**

Date January 10, 2011

Property Description: 1429 34th Street SE  
Washington DC 20020

Agent Name: Mary Cornell

THIS IS TO GIVE YOU NOTICE that certain of the owners and officers of RE/MAX Allegiance and some of its Real Estate Agents (independent contractor licensees) have an ownership interest in Array Title & Escrow, LLC, doing business as, "Array Title & Escrow". Array Title & Escrow is a title insurance agency and real estate settlement provider independently licensed in the District of Columbia. Array Title & Escrow, LLC is a joint venture partially owned by the owners and officers of RE/MAX Allegiance, some of its Real Estate Agents, and is also owned 20% by Title Partners of Delaware, LLC, a wholly-owned subsidiary of First American Title Insurance Company ("First American"). Because of this relationship, your use of Array Title & Escrow may provide the owners and officers of RE/MAX Allegiance, some of its Real Estate Agents, Title Partners of Delaware, LLC and First American a financial or other benefit.

**YOU ARE NOT REQUIRED TO USE ARRAY TITLE & ESCROW AS A CONDITION OF THE SETTLEMENT OF YOUR LOAN ON, OR THE PURCHASE OR REFINANCE OF, THE SUBJECT PROPERTY. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND A FAIR RATE FOR THESE SERVICES.**

The following is the estimated charge or range of charges you can expect for the title insurance and settlement services provided by Array Title & Escrow:

<u>HUD - 1 Item</u>	<u>Resale-Purchaser</u>	<u>Resale-Seller</u>	<u>Refinance</u>
1101 - Settlement Fee	\$150 - \$350	\$225 - \$350	\$150 - \$350
1103 - Title Search & Exam	\$150 - \$250	-	\$150 - \$250
1104 - Title Insurance Binder	\$50 - \$125	-	\$50 - \$125
1105 - Deed Preparation	-	\$50 - \$150	-
1106 - Courier Fee	\$25 - \$75	\$10 - \$75	\$25 - \$75
1108 - Title Insurance Premium Range*	-	-	-
1111 - Release Fee	-	\$75 - \$150	\$50 - \$150

<u>*Loan Amount</u>	<u>Lender Only Policy</u> (Per \$1000 of Loan Amount)	<u>Standard Owner's Policy</u> (Per \$1000 of Loan Amount)	<u>Enhanced Owner's Policy</u> (Per \$1000 of Loan Amount)
0 - \$250,000	\$3.75	\$4.75	\$5.70
\$250,000 - \$500,000	\$3.25	\$4.25	\$5.10
\$500,000 - \$1,000,000	\$2.75	\$3.75	\$4.50
\$1,000,000 - \$5,000,000	\$2.25	\$3.25	\$3.90

- \* Simultaneous Issue Rate: With the purchase of an Owner's Policy, a Lender's Policy will be issued up to the amount of the Owner's Policy for a flat rate of \$50.
- \* Reissue Rate Discount: When purchasing Title Insurance, if you have a prior Owner's Title Insurance Policy, you may receive a discount.

**ACKNOWLEDGEMENT**

I/we have read this disclosure form, and understand that RE/MAX Allegiance and/or my Real Estate Agent is referring me/us to Array Title and Escrow for the purchase of the above described settlement services. I/we further understand that the owners and officers of RE/MAX Allegiance, some of its Real Estate Agents, Title Partners of Delaware, LLC and First American may receive a financial or other benefit as a result of this referral.

Buyer 1 Signature \_\_\_\_\_ (Date) \_\_\_\_\_

Buyer 2 Signature \_\_\_\_\_ (Date) \_\_\_\_\_

Buyer 1 Print Name \_\_\_\_\_

Buyer 2 Print Name \_\_\_\_\_

Seller 1 Signature [Signature] \_\_\_\_\_ (Date) 01/13/2011

Seller 2 Signature \_\_\_\_\_ (Date) \_\_\_\_\_

Seller 1 Print Name \_\_\_\_\_

Seller 2 Print Name \_\_\_\_\_



\*Title insurance premium rates are filed by the Title Underwriter with the District of Columbia Insurance Department.



## Washington, DC Jurisdictional Addendum to the Listing Agreement for Improved Real Property

*(It is recommended that this document be provided to potential Buyers with other disclosures.)*

Property Address: 1429 34<sup>th</sup> Street SE  
 Subdivision/Project: Hillcrest  
 City: Washington State: DC Zip: 20020  
 Lot (s) 23 Square: 5536 Tax ID# 5536W 0023 Parking Space(s) # N/A  
 Storage Unit(s) # N/A Date: January 10, 2011

1. **AGENCY DISCLOSURE:** The Seller acknowledges that the Broker has informed Seller of his rights and obligations regarding agency disclosure under the "Real Estate Licensing Act of 1996," Act 11-502, DC law. For more information on this topic, Seller should speak with Broker/Listing Agent and consult the DC Real Estate Commission's pamphlet, "A Real Estate Licensee's Role in Conducting Real Estate Transactions."

2. **FAIR HOUSING REGULATIONS:** Seller acknowledges that the District of Columbia Human Rights Act requires that, in addition to federal protected classes, all properties shall be made available to all persons without regard to race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business of any individual.

3. **RECORDATION AND TRANSFER TAXES:** Rates vary with the sales price and based on property type. See <http://otr.cfo.dc.gov/otr/site/default.asp>. Unless otherwise negotiated in a Contract of Sale, the following will apply:

- A. **Real Property:** The Recordation Tax will be paid by the Buyer and the Transfer Tax will be paid by the Seller.
- B. **Cooperatives:** The Economic Interest Deed Recordation Tax will be split equally between the Buyer and the Seller. There is no Transfer Tax for Cooperatives.

4. **TENANCY:** Seller represents that the Property  is OR  is not offered for sale subject to an existing residential lease. If the property is tenant occupied form #1314 is hereby provided.

5. **CONDOMINIUM/COOPERATIVE/HOMEOWNER'S ASSOCIATION ASSESSMENTS:** (Check all that apply) The Property is located in a  not applicable  Condominium Association or  Cooperative Association and/or  Homeowner's Association with mandatory fees (HOA) or  Other N/A

Complete the following for all boxes checked above:

Name of Project/Subdivision: N/A  
 Management Company: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Regular Periodic Fee: \$ \_\_\_\_\_ per \_\_\_\_\_ Special Assessments: \$ \_\_\_\_\_

Name of Project/Subdivision: \_\_\_\_\_  
 Management Company: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Regular Periodic Fee: \$ \_\_\_\_\_ per \_\_\_\_\_ Special Assessments: \$ \_\_\_\_\_

Are there any assessments or fees approved yet not assessed?  Yes  No. If yes, amount \$ \_\_\_\_\_ and explain reason for assessment: \_\_\_\_\_

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**6. SELLER DISCLOSURE:**

- A. Unless Seller is otherwise exempt, pursuant to D.C. Code §43-1301, prior to the submission of an offer a Buyer is entitled to a Seller's Disclosure Statement
- B. The Seller represents that seller is exempt from disclosure.  Yes  No.

**7. LEAD-BASED PAINT HAZARD:** Unless otherwise exempt, a Seller of property built prior to 1978 is required to provide to a Buyer the Federal Lead-Based Paint Disclosure Form and EPA Pamphlet "Information and Disclosure of Lead-Based Paint and Lead Based Paint Hazards. Not doing so may subject Seller to treble damages under the Act. The Seller represents that residential Property  was built prior to 1978 OR  was not built prior to 1978 OR  building date is uncertain. If the dwelling(s) was built prior to 1978 or if the building date is uncertain, a Contract will not be deemed complete and not ratified unless it includes, and the Seller and Buyer both accept the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, whereby the Buyer acknowledges receipt of required Lead Paint Information and has either taken the opportunity to incorporate a Lead-Based Paint Inspection contingency or waived such a right. The Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of 3 years following the date of settlement.

**8. D.C. SOIL DISCLOSURE REQUIREMENTS:** The characteristic of the soil on the subject Property as described by the Soil Conservation Service of the United States Department of Agriculture in the Soil Survey of the District of Columbia published in 1976 and as shown on the Soil Maps of the District of Columbia is To be determined. For further information, Seller can contact a soil testing laboratory, the District of Columbia Department of Environmental Services, or the Soil Conservation Service of the Department of Agriculture.

**9. UNDERGROUND STORAGE TANK DISCLOSURE:** (Applicable to single family properties only). In accordance with the requirements of Section 3(g) of the District of Columbia Underground Storage Tank Management Act of 1990 (D.C. Code Section 6-995.2), as amended by the District of Columbia Underground Storage Tank Management Act of 1990 Amendment Act of 1992 (the "Act") and the regulations adopted thereunder by the District of Columbia (the "Regulations"), Seller hereby informs Broker that Seller has no knowledge of the existence or removal during Seller's ownership of the Property of any underground storage tank ("UST") as that term is defined in the Act and the Regulations, except as follows:

Seller knows of existence or removal of UST OR  Seller has no knowledge of existence or removal of UST. If answered affirmatively, Seller agrees to provide a written disclosure to prospective purchasers.

**10. RECEIPT OF INFORMATION AND COMPLETION OF DISCLOSURES:** Seller acknowledges receipt of information or Seller's completion of the following disclosures and authorizes Broker to make them available to prospective purchasers:

- District of Columbia form, "Seller's Disclosure Statement."
- Federal form, "Information and Disclosure of Lead-Based Paint and Lead Based Paint Hazards." (Pre-1978 properties.)
- EPA Pamphlet, "Protect Your Family From Lead in Your Home." (Recommended for pre-1978 properties.)
- GCAAR form 911, "Inclusions/Exclusions Disclosure."
- Underground storage tank disclosure, if applicable.
- DC Real Estate Commission's Pamphlet, "A Real Estate Licensee's Role in Conducting Real Estate Transactions." (Recommended)
- NAR Pamphlet, "What Everyone Should Know About Equal Opportunity in Housing?" (Recommended)

*Samantha* 01/13/2011  
 Seller/Owner Date

\_\_\_\_\_  
 Seller/Owner Date

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

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

Property Address: 1429 34th Street SE, Washington, DC 20020

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.

Table with 3 columns of items and checkboxes for Yes/No. Items include Alarm System, Microwave, Ceiling Fan, Central Vacuum, Clothes Dryer, Clothes Washer, Cooktop, Dishwasher, Disposer, Electronic Air Filter, Fireplace Screen/Door, Freezer, Furnace Humidifier, Garage Opener, Gas Log, Hot Tub, Intercom, Playground Equipment, Pool, Refrigerator, Satellite Dish, Storage Shed, Stove, Trash Compactor, Wall Oven, Water Treatment System, Window A/C Unit, Window Fan, Window Treatments, Wood Stove.

OTHER

AS IS ITEMS

Seller does not warrant the condition or working order of the following items and/or systems: All systems in home and entire property will convey in "AS IS" condition.

LEASED ITEMS

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.

Signed for Seller: [Signature] Date: 01/15/2011

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

PART II. Inclusions/Exclusions Addendum

The Contract of Sale dated \_\_\_\_\_ between Seller \_\_\_\_\_ and Buyer \_\_\_\_\_ 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 \_\_\_\_\_ Date \_\_\_\_\_
Seller \_\_\_\_\_ Date \_\_\_\_\_

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

Property Address: 1429 3rd Street SE, Washington DC Year Constructed 1974

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards  
Federal Lead Warning Statement

A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. 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/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-based paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A tenant must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a buyer conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

Seller's/Landlord's Disclosure

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

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

(ii) LJM Seller/Landlord 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 (i) or (ii) below):

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

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

Buyer's/Tenant's Acknowledgment (initial)

(c)        /        Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.

(d)        /        Buyer/Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Buyer has (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; or

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

Agent's Acknowledgment (Initial)

(f) PEC Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

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

Seller/Landlord	Date
<u>[Signature]</u>	<u>02/06/2011</u>
Seller/Landlord	Date
<u>[Signature]</u>	<u>1/11/11</u>
Seller's/Landlord's Agent	Date

Buyer/Tenant	Date
Buyer/Tenant	Date
Buyer's/Tenant's Agent	Date

