



## 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.**

This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.

GCAAR Form #919 – DC Seller's Disclosure

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Revised October 2011

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Phone: (202)255-5554

Fax:

Thomas Faison

1427 A St NE (Car

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**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**

**1427 A St NE**

**Property Address: Washington, DC 20002-8428**

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 February 2001 to \_\_\_\_\_.

The seller(s) completing this disclosure have occupied the residence from February 2006 to May 2008.

**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? \_\_\_\_\_

This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.

**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: \_\_\_\_\_

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: \_\_\_\_\_

**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

Electric baseboard     Other

Heating Fuel       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 yes, 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

Other       Not Applicable

Air Conditioning Fuel     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  Yes  No  Not Applicable

Dishwasher  Yes  No  Not Applicable

Refrigerator  Yes  No  Not Applicable

Range hood/fan  Yes  No  Not Applicable

Microwave oven  Yes  No  Not Applicable

Garbage Disposal  Yes  No  Not Applicable

Sump Pump  Yes  No  Not Applicable

Trash compactor  Yes  No  Not Applicable

TV antenna/controls  Yes  No  Not Applicable

Central vacuum  Yes  No  Not Applicable

Ceiling fan  Yes  No  Not Applicable

Attic fan  Yes  No  Not Applicable

Sauna/Hot tub  Yes  No  Not Applicable

Pool heater & equip.  Yes  No  Not Applicable

Security System  Yes  No  Not Applicable

Intercom System  Yes  No  Not Applicable

Garage door opener  Yes  No  Not Applicable

& remote controls  Yes  No  Not Applicable

Lawn sprinkler system  Yes  No  Not Applicable

Water treatment system  Yes  No  Not Applicable

Smoke Detectors  Yes  No  Not Applicable

Carbon Monoxide

Detectors  Yes  No  Not Applicable

Other Fixtures  Yes  No  Not Applicable

Or Appliances  Yes  No  Not Applicable

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

This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.

**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 D.C. 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 a 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.

\_\_\_\_\_  
Seller  
**Lauren Faul**

\_\_\_\_\_  
Date  
**9/24/2017**

\_\_\_\_\_  
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



**Inclusions/Exclusions Disclosure and/or Addendum**  
*Required for use with GCAAR Listing Agreement & Sales Contract*

**PROPERTY ADDRESS:** 1427 A St NE, Washington, DC 20002-8428

**PERSONAL PROPERTY AND FIXTURES:** The Property includes the following personal property and fixtures, if 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, shutters, window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to herein, all surface or wall mounted electronic components/devices **DO NOT CONVEY**. The items checked below convey. If more than one of an item conveys, the number of items shall be noted in the blank.

**KITCHEN APPLIANCES**

- \_\_\_\_\_ Stove/Range
- \_\_\_\_\_ Cooktop
- \_\_\_\_\_ Wall Oven
- \_\_\_\_\_ Microwave
- \_\_\_\_\_ Refrigerator
- \_\_\_\_\_ w/ Ice Maker
- \_\_\_\_\_ Wine Refrigerator
- \_\_\_\_\_ Dishwasher
- \_\_\_\_\_ Disposer
- \_\_\_\_\_ Separate Ice Maker
- \_\_\_\_\_ Separate Freezer
- \_\_\_\_\_ Trash Compactor

**LAUNDRY**

- \_\_\_\_\_ Washer
- \_\_\_\_\_ Dryer

**ELECTRONICS**

- \_\_\_\_\_ Alarm System
- \_\_\_\_\_ Intercom
- \_\_\_\_\_ Satellite Dishes

**LIVING AREAS**

- \_\_\_\_\_ Fireplace Screen/Door
- \_\_\_\_\_ Gas Log
- \_\_\_\_\_ Ceiling Fans
- \_\_\_\_\_ Window Fans
- \_\_\_\_\_ Water Treatments

**WATER/HVAC**

- \_\_\_\_\_ Water Softener/Conditioner
- \_\_\_\_\_ Electronic Air Filter
- \_\_\_\_\_ Furnace Humidifier
- \_\_\_\_\_ Window A/C Units

**RECREATION**

- \_\_\_\_\_ Hot Tub/Spa, Equipment & Cover
- \_\_\_\_\_ Pool Equipment & Cover
- \_\_\_\_\_ Sauna
- \_\_\_\_\_ Playground Equipment

**OTHER**

- \_\_\_\_\_ Storage Shed
- \_\_\_\_\_ Garage Door Opener
- \_\_\_\_\_ Garage Door Remote/Fob
- \_\_\_\_\_ Back-up Generator
- \_\_\_\_\_ Radon Remediation System
- \_\_\_\_\_ Solar Panels
- \_\_\_\_\_ Gate Fob (2)
- \_\_\_\_\_ Wall Pot Rack

**EXCLUSIONS:** \_\_\_\_\_

**LEASED ITEMS, LEASED SYSTEMS & SERVICE CONTRACTS:** Leased items/systems or service contracts, including but not limited to: solar panels & systems, appliances, fuel tanks, water treatment systems, lawn contracts, pest control contracts, security system and/or monitoring, and satellite contracts **DO NOT CONVEY** unless disclosed here: \_\_\_\_\_

**CERTIFICATION:** Seller certifies that Seller has completed this checklist disclosing what conveys with the Property.

**Lauren Faul 9/24/2017**

Seller **Lauren Faul**

Date

Seller

Date

**2. ACKNOWLEDGEMENT AND INCORPORATION INTO CONTRACT:** *(Completed only after presentation to the Buyer)*

The Contract of Sale dated \_\_\_\_\_ between Seller **Lauren Faul** and Buyer \_\_\_\_\_ for the Property referenced above is hereby amended by the incorporation of this Addendum.

Seller *(sign only after Buyer)*

Date

Buyer

Date

Seller *(sign only after Buyer)*

Date

Buyer

Date





**Jurisdictional Disclosure and Addendum to the Sales Contract for Washington, DC**  
*(Recommended for the Listing Agreement and required for the GCAAR Sales Contract)*

The Contract of Sale dated \_\_\_\_\_ between \_\_\_\_\_  
 \_\_\_\_\_ (Buyer) and Lauren Faul (Seller)  
 for the purchase of the real property located at  
 Address 1427 A St NE Unit# 1427  
 City Washington State DC Zip Code 20002-8428 , Parking Space(s) # 1  
 Storage Unit # \_\_\_\_\_ with the legal description of Lot 2176 Block/Square 1057 Section \_\_\_\_\_  
 Subdivision/Project Name Old City #1 Tax Account # 1057 2176  
 is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Contract.

**PART I. SELLER DISCLOSURE - AT TIME OF LISTING:**

The information contained in this Disclosure was completed by Seller, is based on the Seller's actual knowledge and belief, and is current as of the date hereof.

1. **SELLER DISCLOSURE:** Pursuant to D.C. Code §42-1301, Seller is exempt from property condition disclosure.  
 Yes  No

2. **DC SOIL DISCLOSURE REQUIREMENTS:** The characteristic of the soil on the 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 at the back of that publication is \_\_\_\_\_ ?

For further information, Buyer can contact a soil testing laboratory, the District of Columbia Department of Environmental Services, or the Soil Conservation Service of the Department of Agriculture.

3. **TENANCY:** Seller represents that property  is/was OR  is not/was not subject to an existing residential lease or tenancy at the time Seller decided to sell. District of Columbia broadly defines a tenant as "a tenant, subtenant, lessee, sublessee, or other person entitled to the possession, occupancy, or the benefits of any rental unit within a housing accommodation." If applicable, the DC Tenancy Addendum is hereby provided.

4. **CONDOMINIUM/CO-OPERATIVE/HOMEOWNERS ASSOCIATION:** Seller represents that this Property  is OR  is not subject to a condominium, co-operative or homeowners association. If applicable, the following required addendum is attached:

- Condominium Seller Disclosure/Resale Addendum for DC,
- Co-operative Seller Disclosure/Resale Addendum for Maryland and the District of Columbia, or
- HOA Seller Disclosure/Resale Addendum for DC

5. **UNDERGROUND STORAGE TANK DISCLOSURE:** (Applicable to single family home sales only)

In accordance with the requirements of the District of Columbia Underground Storage Tank Management Act of 1990 [D.C. Code Section 8-113.02(g)], 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 Buyer that Seller has no knowledge of the existence or removal during Seller's ownership of the Property of any underground storage tanks as that term is defined in the Act and the Regulations, except as follows: N/A

6. **PROPERTY TAXES:** Future property taxes may change. To determine the applicable rate, see [https://www.taxpayerservicecenter.com/RP\\_Search.jsp?search\\_type=Assessment](https://www.taxpayerservicecenter.com/RP_Search.jsp?search_type=Assessment). Additional information regarding property tax relief and tax credit information (tax reductions for seniors, homestead exemptions, property tax abatements and others) can be found at: <http://otr.cfo.dc.gov/page/real-property-tax-credits-frequently-asked-questions-faqs>.

Lauren Faul 9/24/2017  
 Seller Date Seller Date  
Lauren Faul

**PART II. RESALE ADDENDUM**

The Contract of Sale dated \_\_\_\_\_, between Seller Lauren Faul and Buyer \_\_\_\_\_ is hereby amended by the incorporation of Parts I and II herein, which shall supersede any provisions to the contrary in the Contract.

1. **SELLER DISCLOSURE:** Pursuant to D.C. Code §42-1302, prior to the submission of the offer, Buyer is entitled to a Seller's Disclosure Statement (if Seller is not exempt) and hereby acknowledges receipt of same.  Yes  No  Not applicable

2. **RECORDATION AND TRANSFER TAXES:** Rates vary with the sales price and based on property type. See <http://otr.cfo.dc.gov/service/recorder-deeds-frequently-asked-questions-faqs>. In limited circumstances, an exemption from Recordation Tax may be available to Buyer, if Buyer meets the requirements for the Lower Income Home Ownership Exemption Program ("Tax Abatement Program"). See below for additional information. Unless otherwise negotiated, the following will apply:

- A. **Real Property:** Recordation Tax will be paid by Buyer and Transfer Tax will be paid by Seller.
- B. **Co-operatives:** The Economic Interest Deed Recordation Tax will be split equally between Buyer and Seller. There is no Transfer Tax for Co-operatives.
- C. **Tax Abatement Program:** Additional information (including the required Application Form) for the Tax Abatement Program can be obtained at: [http://otr.cfo.dc.gov/sites/default/files/dc/sites/otr/publication/attachments/sharp%40dc.gov\\_20140909\\_110358.pdf](http://otr.cfo.dc.gov/sites/default/files/dc/sites/otr/publication/attachments/sharp%40dc.gov_20140909_110358.pdf). If Buyer meets the requirements of this program, Buyer will be exempt from Recordation Tax. Additionally, Seller shall credit Buyer an amount equal to what would normally be paid to the District of Columbia as Seller's Transfer Tax to be applied towards Buyer's settlement costs. This credit shall be in addition to any other amount(s) Seller has agreed to pay under the provisions of this Contract. It is Buyer's responsibility to confirm with Lender, if applicable, that the entire credit provided for herein may be utilized. If Lender prohibits Seller from payment of any portion of this credit, then said credit shall be reduced to the amount allowed by Lender.

Buyer  is or  is not applying for the Tax Abatement Program.

3. The principals to the Contract mutually agree that the provisions hereof shall survive the execution and delivery of the Deed and shall not be merged herein.

Lauren Faul 9/24/2017

Seller	Date	Buyer	Date
Lauren Faul			
Seller	Date	Buyer	Date



**Condominium Seller Disclosure/Resale Addendum for the District of Columbia**  
*(Recommended for the Listing Agreement and required for the GCAAR Contract)*

Address 1427 A St NE  
 City Washington, State DC Zip 20002-8428 Parking Space(s) # 1  
 Storage Unit(s) # \_\_\_\_\_ Subdivision/Project: The Car Barn

**PART I - SELLER DISCLOSURE:**

**1. CURRENT FEES AND ASSESSMENTS:** Monthly fees and assessments as of the date hereof amount respectively to:

**A. Monthly Condominium Fee:** Potential Buyers are hereby advised that the present condominium fee for the subject unit and parking space or storage unit, if applicable, is \$ 340.00

**B. Special Assessments:**  No  Yes (If yes, complete 1-4 below)

- 1) Reason for Assessment: \_\_\_\_\_
- 2) Payment Schedule: \$ \_\_\_\_\_ per \_\_\_\_\_
- 3) Number of payments remaining \_\_\_\_\_ as of \_\_\_\_\_ (Date)
- 4) Total Special Assessment balance remaining: \$ \_\_\_\_\_

**C. Utilities Included:** The following utilities are included in the Monthly Condominium Fee:

None  Water  Sewer  Heat  Electricity  Gas  Other \_\_\_\_\_

**2. PARKING AND STORAGE:** Parking Space(s) and Storage Unit(s) may be designated by the Association Documents as:

1) General Common Elements for general use (possibly subject to a lease or license agreement), 2) Limited Common Elements assigned for the exclusive use of a particular Condominium Unit, or 3) Conveyed by Deed and separately taxed. The following Parking and /or Storage Units convey with this property:

Parking Space #(s) 71 and it  is  is not Separately taxed.  
 If Separately taxed: Lot \_\_\_\_\_ Square \_\_\_\_\_, Lot \_\_\_\_\_ Square \_\_\_\_\_

Storage Unit #(s) N/A and it  is  is not Separately taxed.  
 If Separately taxed: Lot \_\_\_\_\_ Square \_\_\_\_\_, Lot \_\_\_\_\_ Square \_\_\_\_\_

**3. MANAGEMENT AGENT OR AUTHORIZED PERSON:** The management agent or person authorized by the Condominium to provide information to the public regarding the Condominium and the Development is as follows:

Name: Heather Norwich, Pier Assoc/ProCam Phone: 202-337-9000  
 Address: 2132 Wisconsin Ave NW Washington, DC 20007

**4. CONDOMINIUM INSTRUMENTS AND CERTIFICATE OF CONDOMINIUM BOARD (Condo Docs):** This disclosure involves the resale of a condominium unit by a unit owner (i.e., the Seller) other than the declarant. Seller agrees to obtain from the unit owner's association and deliver to a Buyer, on or prior to the tenth (10th) business day following the ratification date of a Contract by a Buyer, a copy of the condominium instruments (i.e., recorded declaration, bylaws, plats and plans and all exhibits, schedules, DC Condominium Bill of Rights and Responsibilities, certifications and amendments to any of same) and a certificate setting forth the following:

- A. A statement, which need not be in recordable form, setting forth the amount of any unpaid assessments levied against the Unit;
- B. If applicable, a statement, which need not be in recordable form, certifying to the Board's waiver of, or failure or refusal to exercise, any rights of first refusal or other restraints on free alienability of the Unit which may be contained in the Condominium instruments;
- C. A statement of any capital expenditures approved by the unit owners' association within the current or succeeding 2 fiscal years;

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- D. A statement of the status and amount of any reserves for capital expenditures, contingencies, and improvements, and any portion of such reserves earmarked for any specified project by the Condominium Board;
- E. A copy of the statement of financial condition for the unit owners' association for the most recent fiscal year for which such statement is available, and the current operating budget, if any;
- F. A statement setting forth what insurance coverage is provided for all unit owners by the unit owners' association and a statement whether such coverage includes public liability, loss or damage, or fire and extended coverage insurance with respect to the Unit and its contents;
- G. A statement that any improvements or alterations made to the Unit or the limited common elements assigned thereto, by the Seller are not in violation of the condominium instruments;
- H. A statement of the remaining term of any leasehold estate affecting the Condominium or the Unit and the provisions governing any extension or renewal thereof; and
- I. The date of issuance of the certificate.

Lauren Faul                      9/24/2017  
 Seller    Date                      Seller    Date  
Lauren Faul

**PART II - RESALE ADDENDUM:**

The Contract of Sale dated \_\_\_\_\_, between Seller Lauren Faul and Buyer \_\_\_\_\_ is hereby amended by the incorporation of Parts I and II herein, which shall supersede any provisions to the contrary in the Contract.

**1. TITLE:** Paragraph is amended to include the agreement of the Purchaser to take title subject to commonly acceptable easements, covenants, conditions and restrictions of record contained in Condominium instruments, and the right of other Unit owners in the Common Elements and the operation of the Condominium.

**2. PAYMENT OF FEES AND ASSESSMENTS:** Buyer agrees to pay such Monthly Fees and/or other Special Assessments as the Board of Directors or Association of the Condominium may from time to time assess against the Unit, Parking Space and Storage Unit (as applicable) for the payment of operating and maintenance or other proper charges. Regarding any existing or levied but not yet collected Special Assessments, Seller agrees to pay, at the time of Settlement, any Special Assessments as disclosed in the Current Fees and Assessments Paragraph unless otherwise agreed herein: \_\_\_\_\_

**3. CONDOMINIUM ASSOCIATION APPROVAL:** If this sale is subject to approval by or right of refusal of the Council Of Unit Owners or Board Of Directors of the Condominium, in the event such approval is denied or such right of first refusal is exercised by such Council or Board, this Contract shall be null and void and the Buyer's deposit shall be refunded without delay or deduction there from.

**4. ASSUMPTION OF CONDOMINIUM OBLIGATIONS:** Buyer hereby agrees to assume each and every obligation of, to be bound by and to comply with the covenants and conditions contained in the Condominium instruments including the Condominium Bylaws and with the Rules and Regulations of the Condominium, as well as statutory insurance requirements (D.C. Official Code § 42-1901.01 *et seq.*), from and after the date of settlement hereunder.

**5. RIGHT TO CANCEL:** Buyer shall have the right for a period of three (3) business days following Buyer's receipt of the condominium documents and statements referred to in the Condo Docs Paragraph to cancel this Contract by giving Notice thereof to Seller. In the event that such condominium documents and statements are delivered Buyer on or prior to the ratification of this Contract by Buyer, such three (3) business day period shall commence upon ratification of this Contract. If the condominium documents and statements are not delivered to Buyer within the 10 business day time period referred to in the Condo Docs Paragraph, Buyer shall have the option to cancel this Contract by giving Notice thereof to Seller prior to receipt by Buyer of such condominium documents and statements. Pursuant to the provisions of this paragraph, in no event may the Buyer have the right to cancel this Contract after Settlement.

Lauren Faul                      9/24/2017  
 Seller    Date                      Buyer    Date  
Lauren Faul

Seller    Date                      Buyer    Date



### Lead Paint - Federal Disclosure of Lead-Based Paint and Lead-Based Paint Hazards for SALES

(Required for the SALE of all properties in the U.S. with any existing part built prior to 1978)

**PROPERTY ADDRESS:** 1427 A St NE, Washington, DC 20002-8428

There are parts of the property that still exist that were built prior to 1978 OR  No parts of the property were built prior to 1978 OR  Construction dates are unknown. If any part of the property was constructed prior to 1978 or if construction dates are unknown, this disclosure is required. If the entire property was built in 1978 or later, this disclosure is not required.

**LEAD WARNING STATEMENT FOR BUYERS:** 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.

**SELLER'S DISCLOSURE:**

**(A) Presence of lead-based paint and/or lead-based paint hazards**

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

\_\_\_\_\_ OR

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:**

Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

\_\_\_\_\_ OR

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**BUYER'S ACKNOWLEDGMENT:**

(Buyer to initial all lines as appropriate)

(C) \_\_\_\_\_ / \_\_\_\_\_ Buyer has read the Lead Warning Statement above.

(D) \_\_\_\_\_ / \_\_\_\_\_ Buyer has read Paragraph B and acknowledges receipt of copies of any information listed therein, if any.

(E) \_\_\_\_\_ / \_\_\_\_\_ Buyer has received the pamphlet Protect Your Family From Lead in Your Home (required).

(F) \_\_\_\_\_ / \_\_\_\_\_ Buyer has (check one 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; OR

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: (Agent to initial)**

(G) TF 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.

**CERTIFICATION OF ACCURACY:** The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lauren Faul 9/24/2017  
Seller Date  
Lauren Faul

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

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

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

DocuSigned by:  
Tom Faison 10/10/2017  
Agent for Seller, if any Date  
Tom Faison

\_\_\_\_\_  
Agent for Buyer, if any Date

### LEAD DISCLOSURE FORM

**Federal Lead Warning Statement:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

**ADDRESS OF PROPERTY, INCLUDING UNIT NUMBER IF ANY:**

**1427 A St NE  
Washington, DC 20002-8428**

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The District of Columbia "Lead-Hazard Prevention and Elimination Act of 2008," as amended (the "Act"), D.C. Official Code § 8-231.01 *et seq.*, requires an owner of a residential property constructed before 1978 to disclose the information contained in this Lead Disclosure Form to prospective tenants or prospective property purchasers, before any change in occupancy or contract for possession is executed. Owners are required to disclose specific information which they know or reasonably should know about the property related to the presence of lead-based paint and/or lead-based paint hazards, and any pending actions ordered under the Act. To meet the requirements of this law, you must complete this Lead Disclosure Form.

I am the owner or authorized owner's agent of *(Insert Full Address of Property)*  
**1427 A St NE, Washington, DC 20002-8428**

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and affirm that the following answers state what I reasonably know about my property.

**CHECK ONE BOX UNDER A, B, AND C, BELOW.**

**A. Check one of the following 3 statements that accurately describes what you know about the presence of lead-based paint on your property:**

Lead-based paint is known or reasonably known to be present on the interior or on the exterior of the property (including common areas, if applicable), at the following locations (specify components, rooms, and any other relevant details, and **provide access to any available record or report** about the presence of lead-based paint at this property):

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To my knowledge, lead-based paint is not known or reasonably known to be present on the interior or on the exterior of the property, including common areas. I will provide access to any record or report I have about the absence of lead-based paint at this property.

While lead-based paint is not known by me to be present in the dwelling unit, it is presumed to be there, because the dwelling unit was constructed prior to 1978.

**B. Check one of the following 2 statements that accurately describes what you know or reasonably should know about the condition of your property:**

**NOTE: The following definitions must be followed to comply with District law.**

**DISTRICT OF COLUMBIA DEFINITION OF LEAD-BASED PAINT HAZARD:** "Lead-based paint hazard" means any condition that causes exposure to lead from lead- contaminated dust, lead-contaminated soil, deteriorated lead-based paint or presumed lead-based paint, or lead-based paint or presumed lead-based paint that is disturbed without containment. See D.C. Official Code § 8-231.01(22).

**DEFINITION OF PRESUMED LEAD-BASED PAINT:** "Presumed lead-based paint" means paint or other surface coating affixed to a component in or on a dwelling unit or child-occupied facility, constructed prior to 1978. See D.C. Official Code § 8-231.01(32).

I have reason to believe a lead-based paint hazard is present on the interior or on the exterior of the property (including common areas, if applicable), at the following locations (specify components, rooms, and any other relevant details, and provide access to any available record or report about the presence of lead-based paint hazards at this property):

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To my knowledge, lead-based paint hazards are not present nor likely to be present on the interior or on the exterior of the property, including common areas, if applicable. I will provide access to any record or report I have about the absence of lead-based paint hazards at this property.

**C. Check one of the following 2 statements that accurately describes whether any government action is currently pending, with respect to your property or unit:**

There are currently no pending actions ordered by a District Government agency with respect to the property listed above.

There are currently pending actions that have been ordered by a District Government agency with respect to this property, as follows:

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By my signature below, I agree that this Lead Disclosure Form states information about my property or unit listed above, which is reasonably known to me, and that I have answered the questions in this form truthfully. I also agree to comply with the Act's requirement that I provide this information to my prospective tenants, as well as to any prospective purchasers, before they are under any contract to purchase or lease a dwelling unit. I understand that falsification of any information provided or required in this document may subject me to civil or criminal penalties. D.C. Official Code § 8-231.15(b) and § 8-231.16(b).

**Lauren Faul**

**NAME OF OWNER/OWNER'S AUTHORIZED AGENT**  
Lauren Faul

**9//24/2017**

**DATE**



**GOVERNMENT OF THE DISTRICT OF COLUMBIA**



**DEPARTMENT OF ENERGY & ENVIRONMENT**

## ACKNOWLEDGEMENT FORM

### Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards and/or Pending Government Actions

**ADDRESS OF PROPERTY, INCLUDING UNIT # IF ANY:**

**1427 A St NE  
Washington, DC 20002-8428**

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**Lessee's Acknowledgement**

- I confirm that I have received a completed Lead Disclosure Form for the property address specified above, and that I received it on (insert date): \_\_\_\_\_ .
- I confirm that I have received the pamphlet, *Protect Your Family From Lead in Your Home*, and that I received it on (insert date): \_\_\_\_\_ .

\_\_\_\_\_  
Lessee's Signature

\_\_\_\_\_  
Date

**Prospective Purchaser's Acknowledgement**

- I confirm that I have received a completed Lead Disclosure Form for the property address specified above, and that I received it on (insert date): \_\_\_\_\_ .
- I confirm that I have received the pamphlet, *Protect Your Family From Lead in Your Home*, and that I received it on (insert date): \_\_\_\_\_ .

\_\_\_\_\_  
Prospective Purchaser's Signature

\_\_\_\_\_  
Date

**Agent's Acknowledgement**

- I have informed the property owner of the property owner's obligations under 42 U.S.C. 4852d, and I am aware of my responsibility to ensure compliance.

DocuSigned by:  
Tom Faison  
Agent's Signature  
**Tom Faison**

10/10/2017

\_\_\_\_\_  
Date





**THIS NOTICE IS REQUIRED BY LAW AND IS NOT A CONTRACT.**

**THIS DISCLOSURE DOES NOT CREATE A BROKERAGE RELATIONSHIP.**

## Disclosure of Brokerage Relationship District of Columbia

Prior to providing specific real estate assistance, District of Columbia law requires that a licensee disclose to any party who the licensee does **NOT** represent the identity of the party to the proposed transaction which the licensee does represent. Even though a licensee may not represent you, that licensee must still treat you honestly in the transaction.

We, the undersigned  Buyer(s)/Tenant(s) or  Seller(s)/Landlord(s) acknowledge receipt of this Disclosure, and understand we are **NOT** represented by the licensee identified below.

Tom Faison and \_\_\_\_\_  
(Licensee & License #) (Brokerage Firm)

The licensee and brokerage firm named above represent the following party in the real estate transaction:

- Seller(s)/Landlord(s)** (The licensee has entered into a written listing agreement with the seller(s) or landlord(s) or is acting as a sub-agent of the listing broker.)
- Buyer(s)/Tenant(s)** (The licensee has entered into a written agency agreement with the buyer/tenant.)
- Designated Agent of the**  **Buyer(s)/Tenant(s)** or  **Seller(s)/Landlord(s)**  
(Both the buyers and sellers have previously consented to "Designated Agency", and the licensee listed above is indicating the parties represented.)

Lauren Faul 9/24/2017  
Acknowledged Date

\_\_\_\_\_  
Acknowledged Date

Name of Person(s): Tom Faison  
I certify on this date that I, the real estate agent, have delivered a copy of this disclosure to the person(s) identified above.

\_\_\_\_\_  
Signed (Licensee) Date

Previous editions of this form should be destroyed.