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## DISCLOSURE PACKAGE

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3300 Ninth Street, NE Unit 1

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## SELLER REQUIREMENTS

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**Please submit all offers, including offer summary, financials, and disclosures, in ONE PDF via email to [Tom@RealEstateInDC.com](mailto:Tom@RealEstateInDC.com).**

- Please include an Offer Summary Cover Page
- Lender's Pre-Approval Letter with Loan Officer's contact information
- Completed Financial Information Sheet for each Purchaser
- Copy of Earnest Money Deposit Check

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## SELLER PREFERENCES

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- Title Company: Logan Title
- Minimum EMD of 3% to be held by Title Company
- Settlement within 30 days of Contract Ratification
- NOTE: Any pre-offer inspections must be scheduled directly with The Team. Information gathered during inspections is solely for the reference of the potential buyer and their affiliated parties. It is not to be shared with the Seller or their Agent.

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## OUR TEAM

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### Agent Contact

Tom Faison  
[Tom@RealEstateInDC.com](mailto:Tom@RealEstateInDC.com)  
202.255.5554

Listing Agent MRIS ID: 9956  
Listing Agent License Number: AB101103

RE/MAX Allegiance  
Eastern Market | Georgetown | U Street

**SELLER'S PROPERTY CONDITION STATEMENT**

**For Washington, DC**

**3300 9th St NE # 1**

**Property Address: Washington, DC 20017**

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 Sept 16, 2016 to present.

The seller(s) completing this disclosure have occupied the residence from Sept 16, 2016 to present.

**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  Yes  No  Not Applicable

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: \_\_\_\_\_


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

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  
Jennifer K. Walker

1/8/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Seller  
Willem D. Beukman

01/08/2018  
\_\_\_\_\_  
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:** ~~3300~~ 9th St NE # 1, Washington, DC 20017

**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

**ELECTRONICS**

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

**LIVING AREAS**

- \_\_\_\_\_ Fireplace Screen/Door
- \_\_\_\_\_ Gas Log
- \_\_\_\_\_ Ceiling Fans
- \_\_\_\_\_ Window Fans
- 3 Window 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
- 3 Nest thermostat + smoke detectors
- 2 August smart lock and doorbell camera
- Bedroom curtain rails.

**LAUNDRY**

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

**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.

J. Walker 1/8/18  
 Seller Jennifer K. Walker Date

[Signature] 1/08/18  
 Seller Willem D. Beukman Date

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

The Contract of Sale dated \_\_\_\_\_ between Seller Jennifer K. Walker, Willem D. Beukman 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

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

Address 3300 9th St NE # 1  
 City Washington, State DC Zip 20017 Parking Space(s) # \_\_\_\_\_  
 Storage Unit(s) # \_\_\_\_\_ Subdivision/Project: Brookland

**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 \$ 162

**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 DC Council Trash.

**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) \_\_\_\_\_ and it  is  is not Separately taxed.  
 If Separately taxed: Lot \_\_\_\_\_ Square \_\_\_\_\_, Lot \_\_\_\_\_ Square \_\_\_\_\_  
 Storage Unit #(s) \_\_\_\_\_ 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: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_


**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:

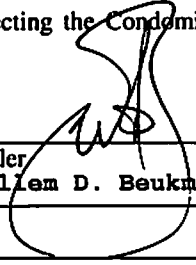
- A. A statement, which need not be in recordable form, setting forth the amount of any unpaid assessments levied against the Unit;
- B. If applicable, a statement, which need not be in recordable form, certifying to the Board's waiver of, or failure or refusal to exercise, any rights of first refusal 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.

 \_\_\_\_\_ Date 1/28/18  
 Seller Jennifer K. Walker

 \_\_\_\_\_ Date 01/08/18  
 Seller William D. Beukman

**PART II - RESALE ADDENDUM:**

The Contract of Sale dated \_\_\_\_\_, between Seller \_\_\_\_\_ 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.

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

\_\_\_\_\_  
 Seller Date Buyer 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 RE/MAX Allegiance  
 (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.)

\_\_\_\_\_  
 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.