

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

(ii) 3/4

(b) Records and reports available to the seller (initial (i) or (ii) below):  
Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(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) 4/4  
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) 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: *[Signature]* Date: 6/30/09  
Edward Mercado

Buyer/Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Seller/Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer's/Tenant's Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Seller's/Landlord's Agent: \_\_\_\_\_ Date: \_\_\_\_\_  
Rochelle E. Rubin



10/07



**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 transaction's 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 mortgagee 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, 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.  
GCAR Form #919 – DC Seller's Disclosure  
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Revised March 2007

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Eddie Mercado



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



**SELLER'S PROPERTY CONDITION STATEMENT**

For Washington, DC

1701 16th Street, NW

Property Address: Washington, DC 20009

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 \_\_\_\_\_

to \_\_\_\_\_

The seller(s) completing this disclosure have occupied the residence from \_\_\_\_\_

**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?  
If yes, comments:  Yes  No  Not Applicable

4. **Walls and floors** Does the seller have actual knowledge of any structural defects in the foundation?  
If yes, comments:  Yes  No

5. **Insulation** Does the seller have actual knowledge of any structural defects in walls or floors?  
If yes, comments:  Yes  No

6. **Windows** Does the seller have actual knowledge of any windows not in normal working order?  
If yes, comments:  Yes  No

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:  Natural Gas  Electric  Oil  Other  
Age of system:  0-5 years  5-10 years  10-15 years  Other  
Does the seller have actual knowledge that heat is not supplied to any finished rooms?  
If yes, comments:  Yes  No

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:  Natural Gas  Electric  Oil  Other  
Age of system:  0-5 years  5-10 years  10-15 years  Unknown  
If no, comments:  Yes  No  Not Applicable

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?  
If yes, comments:  Yes  No  Not Applicable

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:  Natural Gas  Electric  Oil  Other  
Age of system:  0-5 years  5-10 years  10-15 years  Unknown

**C. Appliances**

Does the seller have actual knowledge of any defects with the following appliances?  
 If yes to any of the above, described defects:

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

**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?  
 If yes, comments:

No  Yes

**3. Plumbing System**

Does the seller have actual knowledge of any defects with the plumbing system?  
 If yes, comments:

Type of system  Copper  Galvanized  Plastic Polybutylene  Unknown

Water Supply  Public  Well

Sewage Disposal  Public  Well

Water Heater Fuel  Natural Gas  Electric  Oil  Other

No  Yes

Does the seller have actual knowledge of any problems or defects in the cooling system?  
 If yes, comments:

If central AC, does the seller have actual knowledge that cooling is not supplied to any finished rooms?  
 If yes, comments:

No  Not Applicable



**D. Exterior/Environmental Issues**

1. **Exterior Drainage**  
Does the seller have actual knowledge of any problem with drainage on the property?  
If yes, comments:  Yes  No

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 infestation?  
If yes, comments:  Yes  No

Does the seller have actual knowledge of any prior damage or repairs due to a previous infestation?  
If yes, comments:  Yes  No

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?  
If yes, comments:  Yes  No

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?  
If yes, comments:  Yes  No

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?  
If yes, comments:  Yes  No

7. Has the property been cited for a violation of any historic preservation law or regulation during your ownership?  
If yes, comments:  Yes  No

8. Does the seller have actual knowledge if an facade 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 Edward Mercado  
[Signature]  
 Date 6/30/09

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, defect or as to the nature of any condition, defect or malfunction.

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

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





Cooperative Resale Addendum for Maryland and Washington DC

(For use with either the Maryland Association of REALTORS® (MAR) Residential Contract of Sale or the Regional Sales Contract)

The Contract of Sale dated 1701 16th Street, NW, Address, 1701 16th Street, NW, City: Washington, State: DC, Zip: 20009, Lot: 825, Block/Square: 0192, Parking: 0192, Unit: 825, Section: Tax ID # 0192/0825, Space(s) # ---, Storage Unit(s) # ---, Subdivision/Project: The Chastleton, and between Seller Edward Mercado and Buyer is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

1. EQUIPMENT, MAINTENANCE AND CONDITION paragraph is amended to provide that the Seller's warranty applies only to appliances, systems, equipment and detectors that are not the responsibility of the Cooperative to maintain.

2. TITLE Paragraph is deleted from the Contract.

3. CONTRACTING PARTIES paragraph is amended to provide the Proprietary Documents (to include, but not limited to shares of stock and proprietary lease, cooperative ownership contract or other documents hereinafter referred to as the proprietary documents) are to be executed and delivered in lieu of the Deed.

4. PRICE AND FINANCING paragraph is amended to read as follows:

Table with 2 columns: Description (A. Down Payment, B. Financing, 1) Corporate Mortgage Indebtedness, 2) Institutional Financing, 3) Trust (Seller Financing) Addendum attached, Total Financing) and Amount (\$). Total SALES PRICE OF THE PROPERTY is also listed.

C. Assuming Corporate Mortgage Indebtedness: Buyer is to assume responsibility for the share of the corporate mortgage indebtedness ("Blanket Mortgage") allocated to said Unit, said unpaid share, as of (MONTH/YEAR), being in the approximate amount as set forth in Paragraph 4 B (1) hereof, repayable in monthly installments of \$ 456.90 inclusive of interest at the rate of 7.680 % per annum. Seller's proceeds will be reduced by the outstanding principal balance amount assumed by Buyer.

D. Institutional Financing: Buyer is to execute and deliver to an institutional Lender (hereinafter the "Lender") a note in the form prescribed by Lender in the approximate amount set forth in Paragraph 4 B (2) hereof repayable in monthly installments of \$ inclusive of interest at the rate of market % per annum. Said note shall be secured by an assignment and pledge of the Proprietary Documents to be issued to Buyer, and by a security agreement and financing statement as Lender shall require.

5. RECOGNITION AGREEMENT: Buyer hereby acknowledges that not all lenders have the authority to lend in a cooperative association. Lenders that make purchase money loans in a cooperative have entered into a Recognition Agreement with the cooperative association. If Buyer applies to a lender that does not have a Recognition Agreement with said cooperative association, and as a result Buyer's loan is not approved by the deadline specified in the financing contingency, then Buyer shall be in default, and Seller may, at Seller's option, declare this Contract void. However, Buyer shall not be in Default and may declare this contract null and void at anytime following the deadline in the financing contingency if no lender has a recognition agreement with said cooperative association. The provisions of this paragraph shall not apply if this contract does not contain a financing contingency.

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GCAR Form # 1356 - MC & DC - Cooperative Addendum

(Formerly # 126)

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EddieMercado

6. **ASSESSMENTS:** Buyer agrees to pay such monthly and/or other assessments as the Board of Directors of the Cooperative may from time to time assess against the Unit for the payment of interest and amortization charges on said Blanket Mortgage indebtedness and for the payment of operating and maintenance or other proper charges.

Said monthly assessments as of the date hereof amount respectively to:

A. **Blanket Mortgage:** (Monthly principal and interest payment) \$ 456.90

B. **Monthly Cooperative Fee:** Buyer is hereby advised and acknowledges that the present cooperative fee for the subject unit and parking space or storage unit, if applicable, is: (Current Monthly Fee)

\$ 364.60

C. **Special Assessments (if any):** In addition to the monthly fee above, the Buyer hereby acknowledges the following existing or levied but not yet collected special assessments:

1) Reason for Assessment: \_\_\_\_\_

2) Payment Schedule: \_\_\_\_\_

3) Number of payments remaining: \_\_\_\_\_

\$ \_\_\_\_\_ per \_\_\_\_\_

Total Special Assessment balance remaining: \$ \_\_\_\_\_

The  Seller agrees to pay at the time of settlement OR  Buyer agrees to assume any existing or levied but not yet collected special assessments:

7. **COOPERATIVE APPROVAL AND GOVERNING DOCUMENTS:** This Contract is conditioned upon Buyer being approved for membership and occupancy by the Board of Directors of the Cooperative. It is the responsibility of Buyer to obtain such approval, and Buyer agrees promptly to prepare and to present to the Cooperative an application for approval, with such supporting documents and information as may be required, and Buyer agrees that failure to do so shall give the Seller the right to terminate this Contract in accordance with the paragraph labeled **DEFAULT**. Buyer understands that approval hereunder is solely the decision of Board of Directors of the Cooperative and Buyer agrees that neither Seller nor any of the Agents shall be liable for the action or non-action of the Board of Directors in connection therewith. If approval is denied, the aforesaid deposit shall be returned to Buyer promptly, without deductions, and this Contract thereafter be of no further force or effect. This sale is subject to the terms of the certificate of incorporation; by-laws, rules and regulations of the Cooperative, the assigned Proprietary Documents and this Contract and signed addendum attached hereto (if any).

8. **SELLER'S REPRESENTATIONS (Effective as of the settlement date):**

A. Seller is presently a member of the Cooperative and the owner of the Proprietary Documents and has full right and authority to sell, transfer and assign same free and clear of all liens, security interests and encumbrances except as disclosed in this Contract or signed Additional Provisions Addendum attached hereto.

B. Seller's interest in the Proprietary Documents and the equity interest in the Unit, except as set forth above, is in no way pledged, hypothecated or other encumbered, and Seller represents that there are no judgments, tax liens, petition of bankruptcy, suits or similar actions, filed, pending or threatened against Seller that would materially and adversely affect ownership in the Unit except as may be disclosed with this Contract.

C. Seller is not delinquent, in violation or in default with respect to the Proprietary Documents or rules and regulations of the Cooperative.

D. No special assessment is charged against the Unit as of the date hereof, unless the same is set forth herein.

E. It is Seller's responsibility to provide such Proprietary documents as are acceptable to the Transfer Agent or Cooperative Board prior to or simultaneous with settlement.

F. In case legal steps are necessary to perfect Seller's ownership, such action must be taken promptly by Seller at Seller's expense whereupon the time herein specified for full settlement by Buyer shall be extended for the period necessary for such action.

G. Seller has not made nor authorized any person to make any representations, statements, or warranties with respect to the Unit or any fact regarding the Cooperative or its financial condition and operation, maintenance charges, rights to any tax deduction, or any other aspect of this transaction except as herein set forth, and Buyer acknowledges that, in entering into this Contract, Buyer has not, relied upon any representation, statement or warranty, except those expressly set forth herein.

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GCAR Form # 1356 - MC & DC - Cooperative Addendum  
(Formerly # 126)


**9. COOPERATIVE DOCUMENTS AND STATEMENTS:** This transaction consists of a resale of a cooperative 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 Buyer, on or prior to the tenth (10th) business day following the date of execution of this Contract by Buyer, a copy of the cooperative instruments (i.e., recorded declaration, bylaws, plats and plans and all exhibits, schedules, certifications and amendments to any of same) and a certificate setting forth the following:

A. A copy of the Articles of Incorporation, Bylaws and Rules of the Cooperative;

B. A copy of the statement of financial condition of the Cooperative for the most recent fiscal year for which such statement is available, and the current operating budget, if any;

C. A statement of the status of any pending suits or judgments to which the Cooperative is a party; and a statement of the remaining term of any leasehold estate affecting the Cooperative and the provisions governing any extension or renewal thereof.

10. **RIGHT TO CANCEL:** Buyer shall have the right for a period of three (3) business days following Buyer's receipt of the cooperative documents and statements referred to in Paragraph 9 to cancel this Contract by giving Notice thereof to Seller. In the event that such cooperative documents and statements are delivered to 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 cooperative documents and statements are not delivered to Buyer within the 10 business day time referred to in Paragraph 9, Buyer shall have the option to cancel this Contract by giving Notice thereof to Seller prior to receipt by Buyer of such cooperative 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 Edward Mercado  Date 6/30/07  
Buyer \_\_\_\_\_ Date \_\_\_\_\_

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