



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

Property Address: 4101 Albemarle St NW, Washington, DC 20016

PART I. INCLUSIONS/EXCLUSIONS DISCLOSURE:

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, window shades, blinds, window treatment hardware, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to in writing, all surface or wall mounted electronic components/devices **DO NOT** convey. If more than one of an item convey, the number of items is noted. **The items marked YES below are currently installed or offered.**

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

OTHER _____

LEASED ITEMS

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

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


7/22/2013
Date

Seller **Gregory E. Heltzer** Date Date

PART II. INCLUSIONS/EXCLUSIONS ADDENDUM:

The Contract of Sale dated _____ between Seller **Gregory E. Heltzer** _____ and Buyer _____ is hereby amended by the incorporation of Part I and II herein, which shall supersede any provisions to the contrary in the Contract.

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

Seller **Gregory E. Heltzer** Date Buyer Date

Seller Date Buyer Date

SELLER'S PROPERTY CONDITION STATEMENT

For Washington, DC

4101 Albemarle St NW

Property Address: Washington, DC 20016

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 July 2005 to present.

The seller(s) completing this disclosure have occupied the residence from July 2005 to June 2010.

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: stove top has ceramic cracked glass

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

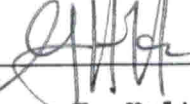
If yes, comments: _____

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
Gregory E. Heltzer

7/22/2013

Date

Seller

Date

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

Buyer

Date

Buyer

Date



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

Address 4101 Albemarle St NW
 City Washington, State DC Zip 20016 Lot: 2043
 Block/Square: 1730 Unit: 341 Section: _____ Tax ID # 1730//2043
 Parking Space(s) # _____ Storage Unit(s) # --- Subdivision/Project: Cityline at Tenley

PART I. SELLER DISCLOSURE - at time of listing: The information contained in this Disclosure 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, the Seller is exempt from property condition disclosure.
 Yes No

2. **D.C. SOIL DISCLOSURE REQUIREMENTS:** The characteristic of the soil on the subject Property as described by the Soil Conservation Service of the United States Department of Agriculture in the Soil Survey of the District of Columbia published in 1976 and as shown on the Soil Maps of the District of Columbia at the back of that publication is _____
 For further information, the 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 OR is not subject to an existing residential lease or tenancy. If property is tenant occupied, form #1314 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 Disclosure/Addendum (GCAAR form #921),
 Co-operative Disclosure/Addendum (GCAAR form #924) or
 Homeowners Association Disclosure/Addendum (GCAAR form #923)

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: _____

6. **PROPERTY TAXES:** Future property taxes may change. See https://www.taxpayerservicecenter.com/RP_Search.jsp?search_type=Assessment to determine the applicable rate. 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-creditsfrequently-asked-questions-faqs>.

ALL INFORMATION IN 1-5 HEREIN WAS COMPLETED BY THE SELLER.

Seller Gregory E. Heltzer Date 7/22/2013 Seller _____ Date _____

©2013, The Greater Capital Area Association of REALTORS®, Inc.
 This Recommended Form is property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
 Previous editions of this Form should be destroyed.

PART II. RESALE ADDENDUM:

The Contract of Sale dated _____, between Seller Gregory E. Heltzer 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. LEAD-BASED PAINT REGULATIONS:

A. Lead-Based Paint Hazard: A Seller who fails to give the required Lead Paint - Federal Disclosure ("Federal Lead Disclosure" GCAAR form #907) and EPA Pamphlet "Information and Disclosure of Lead-Based Paint and Lead-Based Paint Hazards" (pre 1978 properties) may be liable under Federal law for three times the amount of damages. A Seller who fails to give the required District of Columbia Lead Disclosure ("DC Lead Disclosure" GCAAR form #917) (pre 1978 properties) may be liable under District of Columbia law for civil and criminal penalties, and for damages. The foregoing Federal Lead Disclosure, EPA Pamphlet and DC Lead Disclosure are hereinafter collectively referred to as the "Required Lead Paint Information". The Seller represents that this residential Property was built prior to 1978 OR was not built prior to 1978 OR building date is uncertain. If the dwelling(s) was built prior to 1978 or if the building date is uncertain, this Contract is not complete and not ratified unless, prior to ratification, the Buyer acknowledges receipt of the Required Lead Paint Information and has either taken the opportunity to incorporate a Lead-Based Paint Inspection contingency or waived such right. The Seller and any agent involved in the transaction are required to retain a copy of the completed Lead Paint Disclosure forms for a period of 3 years following the date of settlement. The Seller and Buyer acknowledge by their respective initials below that they have read and understand the provisions of this paragraph.

GH / _____ Seller's Initials _____ / _____ Buyer's Initials

B. Renovation, Repair and Painting Of Property: In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA"), effective April 22, 2010, if the improvements on the Property were built before 1978, contractor(s) engaged by Seller to renovate, repair or paint the Property must be certified by the EPA where such work will disturb more than six square feet of lead-based paint per room for interior projects; more than 20 square feet of lead-based paint for any exterior project; or includes window replacement or demolition ("Covered Work"). Before and during any Covered Work project, contractor(s) must comply with all requirements of the RRP.

A Seller who personally performs any Covered Work on a rental property is required to be certified by the EPA prior to performing such Covered Work. No certification is required for a Seller who personally performs Covered Work on a Seller's principal residence. However, Seller has the ultimate responsibility for the safety of Seller's family or children while performing such Covered Work. For detailed information regarding the RRP, Seller should visit <http://www2.epa.gov/lead/renovation-repair-and-painting-program>. The Seller and Buyer acknowledge that they have read and understand the provisions of this Section.

GH / _____ Seller's Initials _____ / _____ Buyer's Initials

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

3. 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>. Unless otherwise negotiated, the following will apply:

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

4. FOREIGN INVESTMENT TAXES - FIRPTA: Section 1445 of the United States Internal Revenue Code of 1986 provides that a Buyer of a residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars (\$300,000.00) or the

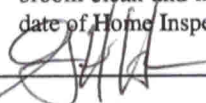
©2013, The Greater Capital Area Association of REALTORS®, Inc.
This Recommended Form is property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
Previous editions of this Form should be destroyed.

purchase price is less than or equal to Three Hundred Thousand Dollars (\$300,000.00) and the property will not be owner occupied, and (b) Seller is a foreign person for purposes of U.S. income taxation. A foreign person includes, but is not limited to, a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations). In the event the Seller is a foreign person (as described above); the Seller will be subject to the withholding provisions of FIRPTA. If the Seller is not a foreign person, the Seller agrees to execute an affidavit to this effect at the time of Settlement.

5. **NOTICES:** All notices under the contract shall be in writing. Notices to the Seller shall be effective when delivered to the Seller or an Agent of the Seller named in the contract (including a Dual Representative, or a Designated Representative assigned to the Seller, as applicable, or alternatively, to the Agent's Supervising Manager). Notices to the Buyer shall be effective when delivered to the Buyer or an Agent of the Buyer named in the contract (including a Dual Representative, or Designated Representative assigned to the Buyer, as applicable, or alternatively, to the Agent's Supervising Manager). "Purchaser" means "Buyer" and vice versa. "Delivery" means hand carried, sent by overnight delivery service, sent by wired or electronic medium which produces a tangible record of the transmission (such as telegram, mailgram, telecopier or "Fax", email which includes an attachment with an actual copy of the executed instruments being transmitted, or U.S. Postal mailing). In the event of overnight delivery service, Delivery will be deemed to have been made on the next business Day following the sending, unless earlier receipt is acknowledged in writing. In the event of U.S. Postal mailing, Delivery will be deemed to have been made on the third business Day following the mailing, unless earlier receipt is acknowledged in writing. The provisions of this paragraph regarding delivery of notices shall also be applicable to delivery of resale packages for condominiums, co-operatives and/or homeowners associations as may be required in a separate addendum.

6. **DEFINITIONS:**

- A. **Days:** "Day" or "Days" means calendar days unless otherwise specified.
- B. **Business Days:** "Business Days", whenever used, means Monday through Friday, excluding federal holidays.
- C. **Computation of Time Periods:** For the purpose of computing time periods, the first Day will be the Day following Delivery, and the time period will end at 9 p.m. on the Day specified.
- D. **Date of Ratification:** This Contract shall be deemed ratified when the contract, all addenda and any modifications thereto have been signed and initialed, where required by all parties, and Delivered to the other party pursuant to the Notices paragraph.
- E. **As-Is:** Except as otherwise specified herein, the Seller will deliver the Property free and clear of trash and debris, broom clean and in substantially the same physical condition to be determined as of the latter of the Contract Date or date of Home Inspection.

 Seller Gregory E. Heltzer	7/22/2013 Date		Buyer Date
Seller	Date	Buyer	Date

Seller's address	Buyer's address
Seller's address	Buyer's address
Seller's telephone number	Buyer's telephone number
Seller's facsimile number	Buyer's facsimile number
heltzer@gmail.com Seller's email address	Buyer's email address

©2013, The Greater Capital Area Association of REALTORS®, Inc.
 This Recommended Form is property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
 Previous editions of this Form should be destroyed.



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

Address 4101 Albemarle St NW
 City Washington, State DC Zip 20016 Lot: 2043
 Block/Square: 1730 Unit: 341 Section: _____ Tax ID # 1730//2043
 Parking Space(s) # 62 Storage Unit(s) # --- Subdivision/Project: American University Park

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 \$ 433.69
- 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 Includes:** 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. The following Parking and /or Storage Units convey with this property:

- Parking Space #(s) _____ and it is is not Conveyed by Deed.
 If Conveyed by Deed: Lot --- Square ---, Lot --- Square ---
- Storage Space #(s) NONE and it is is not Conveyed by Deed.
 If Conveyed by Deed: Lot _____ Square _____, Lot _____ Square _____

- 3. 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, 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 anticipated by the unit owners' association within the current or succeeding 2 fiscal years;
- 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;

©2012 The Greater Capital Area Association of REALTORS®, Inc.
 This Recommended Form is the property of The Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
 Previous editions of this Form should be destroyed.

- 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.


7/22/2013

Seller _____ Date _____ Seller _____ Date _____
Gregory E. Heltzer

PART II - RESALE ADDENDUM

The Contract of Sale dated _____, between Seller Gregory E. Heltzer 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: The Seller agrees to pay OR Buyer agrees to assume at the time of settlement any Special Assessments as disclosed in the Current Fees and Assessments Paragraph.
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, 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 _____
Gregory E. Heltzer

Seller _____ Date _____ Buyer _____ Date _____

©2012 The Greater Capital Area Association of REALTORS®, Inc.
 This Recommended Form is the property of The Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
 Previous editions of this Form should be destroyed.



Lead Paint - Federal Disclosure
Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

RE: 4101 Albemarle St NW, Washington, DC 20016

Property Address

LEAD WARNING STATEMENT

Every purchaser/tenant 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/landlord of any interest in residential real property is required 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 and notify the buyer/tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase/lease.

SELLER'S/LANDLORD'S DISCLOSURE (initial)

GH (a) **Presence of lead-based paint and/or lead-based paint hazards (check one below):**
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

GH (b) **Records and reports available to the seller/landlord (check one below):**
 Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
 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):

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

PURCHASER'S/TENANT'S ACKNOWLEDGMENT (initial)

____ (c) Purchaser/Tenant has read the Lead Warning Statement above
 ____ (d) Purchaser/Tenant has received copies of all information listed above. Yes No None listed
 ____ (e) Purchaser/Tenant has received the pamphlet Protect Your Family From Lead in Your Home. Yes No
 ____ (f) Purchaser 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 (initial)

____ (g) Agent has informed the seller/landlord of the seller's/landlord's obligations Under 42 U.S.C. 4582(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 provided by the signatory is true and accurate.

Gregory E. Heltzer _____ 7/22/2013 _____
 Seller/Landlord Date Buyer/Tenant Date
 Gregory E. Heltzer

Rochelle E. Rubin _____ 7-23-2013 _____
 Seller/Landlord Date Buyer/Tenant Date
 Agent Rochelle E. Rubin Date Agent Date

© 2001, The Greater Capital Area Association of REALTORS®, Inc.
 This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by REALTOR® members only.
 Previous editions of this Form should be destroyed.



INSTRUCTIONS FOR LEAD DISCLOSURE IN THE DISTRICT OF COLUMBIA

This disclosure form is intended to satisfy Federal disclosure requirements under 42 U.S.C. 4852d, as well as the District of Columbia's locally required disclosure requirements under D.C. Official Code § 8-231.01 and § 8-231.04. Under both Federal and District law, lead disclosure must occur before a tenant or purchaser of a pre-1978 residential property is obligated to lease or buy the property.

NOTE: There are some important differences between the Federal disclosure requirements and the District's disclosure requirements. Not all of these differences can be reconciled in the District's Lead Disclosure Form. Accordingly, it is vitally important that you read these instructions carefully, so that you remain in compliance with both Federal and District law pertaining to lead disclosure.

I. WHAT THE DISTRICT'S LEAD DISCLOSURE FORM PROVIDES

The District's Lead Disclosure Form provides:

- The Lead Warning Statement that Federal law requires;
- Notice that any lead-related records or reports must be made available to the prospective tenant or purchaser, as required by both Federal and District law;
- Room for the owner to list relevant details about the location of any known lead-based paint;
- Room for the owner to list relevant details about the location of lead-based paint hazards that the owner reasonably should know about; and
- Room for the owner to list any pending actions related to the property that have been ordered by a District agency.

II. KEY DIFFERENCES BETWEEN THE DISTRICT LAW AND FEDERAL LAW

- The District's lead law's definition of a "lead-based paint hazard" is different from the Federal definition of the same term. The District's definition of the term includes additional conditions that constitute a lead-based paint hazard, meaning it is stricter than the Federal definition. **Owners who use the District's Lead Disclosure Form to meet the District's requirement for disclosure must use the District law's definition of "lead-based paint hazard" when completing the form.** To help owners complete the form correctly, that definition is included on the form itself, as is the District's definition of the term "presumed lead-based paint," another key term to understand when completing the form. *Illustration: If an owner knows that there is peeling paint on their pre-1978 residential property, that paint is presumed by District law to be*

lead-based paint, and because the paint is in deteriorated condition, it is a lead-based paint hazard under District law and must be listed as such on the District's Lead Disclosure Form.

- District law requires the owner to disclose information related to the property about the presence of lead-based paint, lead-based paint hazards, and any pending actions ordered by a District agency, whenever such information is “reasonably known to the owner.” In contrast, Federal law only requires information about the presence of “known” lead-based paint and/or lead-based paint hazards to be disclosed. In other words, the District’s requirements are stricter than the Federal requirements, regarding what the owner must disclose. **To satisfy District law, an owner must not only disclose what they actually know about the presence of lead-based paint and/or lead-based paint hazards on their property, but they must also disclose what it is reasonable for them to know about such presence.** *Illustration: If an owner has not given his or her pre-1978 property a new coat of paint in the past twenty years, it is reasonable for the owner to know that the paint is no longer in intact condition. Therefore, the owner must disclose that lead-based paint hazards are present on the interior and/or the exterior of the property, in the form of deteriorated presumed lead-based paint.*
- The Federal disclosure requirements apply to “target housing,” a smaller category of housing than District law applies to. “Target housing” is a term that means pre-1978 residential properties, but that excludes “housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling [which are dwellings in which the living area is not separated from the sleeping area, such as efficiencies, studio apartments, dormitories, military barracks, and rentals of individual rooms in residential dwellings].” In contrast, the District’s disclosure requirements apply to pre-1978 “dwelling units,” which is a term that means “a room or a group of rooms that form a single independent habitable unit for permanent occupation by one or more individuals, that has living facilities with permanent provisions for living, sleeping, eating, and sanitation.”

The District has the same exception as the Federal exception, with respect to housing for the elderly or designated exclusively for persons with disabilities that does not contain a child under 6 years of age, and the following additional 3 exceptions: “[1] A unit within a hotel, motel, or seasonal or transient facility, unless such unit is or will be occupied by a person at risk for a period exceeding 30 days; [2] an area within the dwelling unit that is secured and accessible only to authorized personnel; [and 3] an unoccupied dwelling unit that is to be demolished, provided that the dwelling unit will remain unoccupied until demolition.” Note that the Federal exception for “0-bedroom dwelling” is not an exception under District law. **Key point: if you are submitting the District’s Lead Disclosure Form with the intent to satisfy both Federal and District disclosure requirements, an initial exemption from the requirement of submitting the form in cases involving pre-1978 residential housing is the one having to do with housing designated for the elderly or for the disabled.**

- Both Federal and District law require the owner to submit a completed Lead Disclosure Form prior to the purchaser or tenant being obligated under a contract to purchase or lease the dwelling unit. However, **Federal law and District law have different exceptions that apply, in addition**

to the above-mentioned initial exemption, and they can also exempt the owner from having to submit a completed disclosure form:

Exceptions under Federal law

- ✓ Sales of pre-1978 residential housing at foreclosure;
- ✓ Leases of pre-1978 residential housing that have been found to be lead-based paint free by a certified lead inspector;
- ✓ Short-term leases of 100 days or less, where no lease renewal or extension can occur; and
- ✓ Renewals of existing leases in pre-1978 residential housing in which the lessor has previously disclosed all information required by the Federal disclosure requirements related to the presence of known lead-based paint and/or lead-based paint hazards.

Exceptions under District law

- ✓ When the owner has a report from a risk assessor or an inspector certifying that a dwelling unit is a lead-free unit, the owner may provide that report instead of a completed disclosure form; and
- ✓ When the owner has three clearance reports issued at least twelve months apart and within the previous seven years, and the property was not and is not subject to any housing code violations that occurred during the past five years or any that are outstanding, the owner may provide those clearance reports instead of a completed disclosure form.

If one of the above exception scenarios exists, the owner must make sure the exception applies to the disclosure situation. For example, if District law requires that the Lead Disclosure Form be completed and submitted, an owner cannot use one of the exceptions provided by Federal law to avoid submitting the completed form. Conversely, an owner who is required by Federal law to disclose the known presence of lead-based paint and/or lead-based paint hazards cannot use an exception created by District law to avoid submitting the federally required information.

- If an owner learns of the presence of lead-based paint in a dwelling unit, District law requires the owner to:
 - ✓ Notify the tenant of the presence of lead-based paint within 10 days after discovering its presence; and
 - ✓ Provide the tenant with (1) the Federal Lead Warning Statement that is currently printed at the top of the District's Lead Disclosure Form, and with (2) the lead hazard information pamphlet entitled *Protect Your Family From Lead in Your Home* (EPA-747-K-94-001). However, if the tenant has already received the Warning Statement and the pamphlet within the prior 12 month period, then the owner does not have to provide them again during this same time period.

III. ADDITIONAL DISCLOSURE REQUIREMENTS UNDER FEDERAL LAW

Providing the Lead Disclosure Form does not conclude an owner's obligations under related Federal law. Federal law requires that the following additional disclosure-related requirements also be met:

- The seller or lessor must provide the purchaser or lessee with an EPA-approved lead hazard information pamphlet, such as the EPA pamphlet entitled *Protect Your Family From Lead in Your Home* (EPA-747-K-94-001).
- The seller or lessor must disclose information about the presence of any known lead-based paint and/or lead-based paint hazards, as well as the existence of any available records or reports pertaining to such presence, not just to the purchaser or lessee, but also to each agent involved in the process. The term "agent" is defined as "any party who enters into a contract with a seller or lessor, including any party who enters into a contract with a representative of the seller or lessor, for the purpose of selling or leasing target housing [except for] purchasers or any purchaser's representative who receives all compensation from the purchaser."
- The Federal disclosure law requires owners to give prospective purchasers and tenants a 10-day opportunity to conduct a risk assessment or inspection to determine whether lead-based paint and/or lead-based paint hazards are present, prior to a purchase and sale agreement or a lease being executed. Owners of residential property in the District of Columbia must also follow this additional requirement imposed by Federal law.
- The Federal disclosure law requires lessors to provide lessees with available records or reports pertaining to lead-based paint and/or lead-based paint hazards, but permits owners to submit report summaries under certain circumstances.¹ Lengthy court documents and construction documents may be excerpted, provided that all information regarding lead-based paint and lead-based paint hazards is included along with sufficient background information, so that the context of the excerpt is clear. For paint inspection and risk assessment reports, EPA and HUD have determined that lessors may provide lessees with a summary of all paint inspection and risk assessment reports, provided that the summary is prepared by a certified paint inspector or risk assessor. Where information about specific units is inconsistent with the conclusions as a whole, this information must be included along with the summary of general conclusions. In situations where documents are excerpted or summarized, they must be accompanied by a list of all complete records and reports available to the lessee. If the lessor chooses to provide excerpts or summaries and document lists in lieu of complete copies, the lessor must provide the lessee with the opportunity to review the complete documents in a central location on the premises, if feasible, and the opportunity to receive copies of any documents not provided, upon request, and at no cost to the lessee.
- The Federal disclosure law requires owners to attach its required disclosure materials, including the Federal Lead Warning Statement, to the sales or leasing contract before a purchaser or lessee is obligated under a contract to purchase or lease pre-1978 residential housing. District law does not require that this information be attached to sales or leasing contracts, only that it be provided before the buyer or renter is obligated. But whenever Federal law is more stringent than local

law, Federal law applies, and therefore owners of residential property in the District of Columbia who want to submit only one disclosure form to satisfy both Federal and District requirements must follow the additional requirement imposed by Federal law, of attaching the Lead Disclosure Form to the sales or leasing contract.

ⁱ Interpretative Guidance for the Real Estate Community on the Requirements for Disclosure of Information Concerning Lead-based Paint in Housing, August 20, 1996, page 6, answer to question 13.

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:

**4101 Albemarle St NW
Washington, DC 20016**

341

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)*
4101 Albemarle St NW #341 Washington, DC 20016
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):

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):

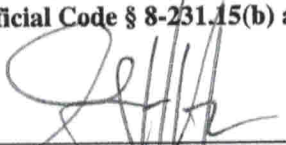
To my knowledge, lead-based paint hazards are not present nor likely to be present on the interior or on the exterior of the property, including common areas, if applicable. I will provide access to any record or report I have about the absence of lead-based paint hazards at this property.

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:

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).



NAME OF OWNER/OWNER'S AUTHORIZED AGENT
Gregory E. Heltzer

7/22/2013
DATE



GOVERNMENT OF THE
DISTRICT OF COLUMBIA



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:

4101 Albemarle St NW
Washington, DC 20016

341

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.

Agent's Signature

Rochelle E. Rubin

Date