



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)

SD/MS (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):

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

Shannon Renee D'Amant 10-3-12
Seller/Landlord Date
Shannon Renee D'Amant

Buyer/Tenant Date

Michael Stephen Diamant 6-3-12
Seller/Landlord Date
Michael Stephen Diamant

Buyer/Tenant Date

Rochelle E. Rubin 6-1-2012
Agent Date
Rochelle E. Rubin

Agent Date

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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.

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

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.

Signatures and dates for Seller Shannon Renee Diamant (6-3-12) and Seller Michael Stephen Diamant (6-3-12).

PART II. Inclusions/Exclusions Addendum

The Contract of Sale dated between Seller Shannon Renee Diamant, Michael Stephen Diamant and Buyer is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

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

Signatures and dates for Seller Shannon Renee Diamant (6-3-12), Seller Michael Stephen Diamant (6-3-12), and Buyer.



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

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

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

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

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

Instructions to the Seller for Seller's Disclosure Statement

5. What is the remedy if the Seller does not provide the Seller's Disclosure Statement to the Transferee? If the Seller's Disclosure Statement is delivered after the purchaser executes the purchase agreement, installment sales contract or lease with an option to purchase, the purchaser may terminate the transaction by written notice to the seller not more than five (5) calendar days after receipt of the Seller's Disclosure Statement by the purchaser, and the deposit must be returned to the purchaser. The right to terminate is waived if not exercised before the earliest of:

- (a) the making of an application for a mortgage loan (if the lender discloses that the right to rescind terminates on submission of the application); or
- (b) settlement or date of occupancy in the case of a sale; or
- (c) occupancy in the case of a lease with an option to purchase.

6. If the Seller finds out different information after providing the Seller's Disclosure Statement to the Purchaser, how does this impact a ratified contract? If information becomes inaccurate after delivery of the disclosure form, the inaccuracy shall not be grounds for terminating the transaction.

7. How must a Seller deliver the Seller's Disclosure Statement to the Transferee? The Seller's Disclosure Statement must be delivered by personal delivery, facsimile delivery, or by registered mail to the transferee. Execution by the transferor of a facsimile is considered execution of the original.

SELLER'S PROPERTY CONDITION STATEMENT

For Washington, DC

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 01/31/2008 to present.

The seller(s) completing this disclosure have occupied the residence from 01/31/2008 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 ²⁰ Yes No Unknown

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

- Yes ²⁰ 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 ^{SP} Yes No Not Applicable

Or Appliances Yes No Not Applicable

If yes to any of the above, described defects: Towel bar in bathroom has been repaired (plastic cracked).

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 infestation?

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: _____

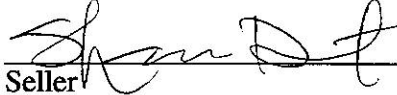
This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.

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

Yes No

If yes, comments: _____


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



Seller

Shannon Renee Diamant

6-3-12
Date



Seller

Michael Stephen Diamant

6-3-12
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

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



Washington, DC Jurisdictional Addendum
(Required for use with Regional Contract)

The Contract of Sale dated _____, Address 4101 Albemarle St., NW
 City Washington, State DC Zip 20016 Lot: 2176
 Block/Square: 1730 Unit: _____ Section: _____ Tax ID # 1730//2176
 Parking Space(s) # 93 Storage Unit(s) # _____ Subdivision/Project: Cityline at Tenley
 between Seller Shannon Renee Diamant, Michael Stephen Diamant and
 Buyer _____ is hereby amended by the
 incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

1. FEDERAL LEAD-BASED PAINT REGULATIONS:

A. Lead-Based Paint Hazard: A Seller who fails to give the required Lead-Based Paint Disclosure Form and EPA Pamphlet "Information and Disclosure of Lead-Based Paint and Lead Based Paint Hazards" (pre 1978 properties) may be liable under the Act for three times the amount of damages. The Seller represents that residential Property was built prior to 1978 OR was not built prior to 1978 OR building date is uncertain. If the dwelling(s) was built prior to 1978 or if the building date is uncertain, this Contract is not complete and not ratified unless it includes, and the Seller and Buyer both accept the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, whereby the Buyer acknowledges receipt of required Lead Paint Information and has either taken the opportunity to incorporate a Lead-Based Paint Inspection contingency or waived such a right. The Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of 3 years following the date of settlement. The Seller and Buyer acknowledge by their respective initials below that they have read and understand the provisions of this paragraph.

SD / MD 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 www.epa.gov/lead/pubs/renovation.htm.

Buyer and Seller acknowledge that they have read and understand the provisions of this Section.

SD / MD Seller's Initials _____ / _____ Buyer's Initials

2. SELLER DISCLOSURE:

A. Pursuant to D.C. Code §45-951, prior to the submission of the offer the Buyer is entitled to a Seller's Disclosure Statement, and hereby acknowledges receipt of same Yes No.

_____ / _____ Buyer's Initials

B. Pursuant to D.C. Code §45-951, The Seller is exempt from disclosure. Yes No.

SD / MD Seller's Initials

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

A. **Real Property:** The Recordation Tax will be paid by the Buyer and the Transfer Tax will be paid by the Seller.

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

4. **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/otr/cwp/view,a.1330,q.594338.asp>.

5. **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.

6. **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 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.

7. **TENANCY:** Seller represents that property is is not subject to an existing residential lease or tenancy. If property is tenant occupied form #1314 is hereby provided.

8. **CONDOMINIUM/COOPERATIVE/HOME OWNERS ASSOCIATION:** Seller represents that this property is is not subject to a condominium, cooperative or home owners association. If applicable, the following required addendum is attached:

Condominium Resale Addendum (GCAAR form #1354),

Cooperative Resale Addendum (GCAAR form #1356) or

Home Owners Association Addendum (GCAAR form #1322)

9. **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, cooperatives and/or homeowners associations as may be required in a separate addendum.

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

In accordance with the requirements of Section 3(g) of the District of Columbia Underground Storage Tank Management Act of 1990 (D.C. Code Section 6-995.2), as amended by the District of Columbia Underground Storage Tank Management Act of 1990 Amendment Act of 1992 (the "Act") and the regulations adopted thereunder by the District of Columbia (the "Regulations"), Seller hereby informs 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: _____

I hereby certify that I have received and read a copy of the disclosure notice in this paragraph prior to signing this Contract.

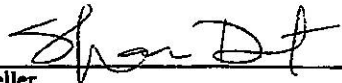
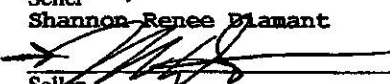
Buyer: _____

Buyer: _____

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

13. 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.

 10-3-12
 Seller _____ Date
 Shannon-Renee Diamant
 6-3-12
 Seller _____ Date
 Michael Stephen Diamant

Buyer _____ Date
 Buyer _____ Date

Seller's address _____
 Seller's address _____
 Seller's telephone number _____
 Seller's facsimile number _____
 mdiamant@gibsondunn.com
 shannondiamant@gmail.com
 Seller's email address _____

Buyer's address _____
 Buyer's address _____
 Buyer's telephone number _____
 Buyer's facsimile number _____
 Buyer's email address _____

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Condominium Resale Addendum for Washington, DC

(Required Addendum to the Regional Sales Contract for the resale of all condominiums in Washington DC)

The Contract of Sale dated _____, Address 4101 Albemarle St., NW
 City Washington, State DC Zip 20016 Lot: 2176 Block/Square: 1730
 Unit: 620 Section: _____ Tax ID # 1730//2176 Parking Space(s) # 93
 Storage Unit(s) # _____ Subdivision/Project: Cityline at Tenley
 between Seller Shannon Renee Diamant, Michael Stephen Diamant and
 Buyer _____ is hereby amended by the
 incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

1. **PROPERTY MAINTENANCE AND CONDITION:** Except as otherwise specified in the Contract, Seller's obligations under the Property Maintenance and Condition paragraph do not include any items that are the responsibility of the Unit Owners' Association to maintain.

2. **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.

3. **ASSESSMENTS:** Buyer agrees to pay such monthly and/or other assessments as the Board of Directors or Association of the Condominium may from time to time assess against the Unit for the payment of operating and maintenance or other proper charges. Said monthly assessments as of the date hereof amount respectively to:

A. **Monthly Condominium Fee:** Buyer is hereby advised and acknowledges that the present condominium fee for the subject unit and parking space or storage unit, if applicable, is \$ 517.95.

B. **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: \$ _____ per _____
- 3) Number of payments remaining as of _____ (Date)

Total Special Assessment balance remaining: \$ 0

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.

4. **CONDOMINIUM INSTRUMENTS AND CERTIFICATE OF CONDOMINIUM BOARD:** This transaction consists of a 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 Buyer, on or prior to the tenth (10th) business day following the ratification date of this Contract by 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;

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- 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;
- 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 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.

5. **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 therefrom.

6. **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.

7. **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 Paragraph 4 to cancel this Contract by giving Notice thereof to Seller. In the event that such condominium 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 condominium documents and statements are not delivered to Buyer within the 10 business day time period referred to in Paragraph 4, 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.

 6-3-12
 Seller _____ Date
 Shannon Renee Diamant

Buyer _____ Date

→  6-3-12
 Seller _____ Date
 Michael Stephen Diamant

Buyer _____ Date

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