

**SELLER'S PROPERTY CONDITION STATEMENT**

For Washington, DC

Property Address: 555 Massachusetts Ave NW #907 Washington DC 20001

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 4/04 to present  
The seller(s) completing this disclosure have occupied the residence from 11/06 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 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 no, 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                   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable            |
| Dishwasher                   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable            |
| Refrigerator                 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable            |
| Range hood/fan               | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable            |
| Microwave oven               | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable            |
| Garbage Disposal             | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable            |
| Sump Pump                    | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Applicable |
| Trash compactor              | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Applicable |
| TV antenna/controls          | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Applicable |
| Central vacuum               | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Applicable |
| Ceiling fan                  | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Applicable |
| Attic fan                    | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Applicable |
| Sauna/Hot tub                | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Applicable |
| Pool heater & equip.         | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Applicable |
| Security System              | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Applicable |
| Intercom System              | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Applicable |
| Garage door opener           | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable            |
| & remote controls            | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable            |
| Lawn sprinkler system        | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Applicable |
| Water treatment system       | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Applicable |
| Smoke Detectors              | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable            |
| Carbon Monoxide Detectors    | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Applicable |
| Other Fixtures or Appliances | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Applicable |

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

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





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

Property Address: 555 Massachusetts Ave NW #907 Washington DC 20001

**PART I. Inclusions/Exclusions Disclosure**

**Personal Property and Fixtures:** The Property includes the following personal property and fixtures: A) Any 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. B) The items marked YES below are currently installed or offered. If more than one of an item convey, the number of items is noted.

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input type="checkbox"/>	<input type="checkbox"/>	—	Alarm System	<input type="checkbox"/>	<input type="checkbox"/>	—	Freezer	<input type="checkbox"/>	<input type="checkbox"/>	—	Satellite Dish
<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Built-in Microwave	<input type="checkbox"/>	<input type="checkbox"/>	—	Furnace Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	—	Storage Shed
<input type="checkbox"/>	<input type="checkbox"/>	—	Celling Fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Garage Opener	<input type="checkbox"/>	<input type="checkbox"/>	—	Stove or Range
<input type="checkbox"/>	<input type="checkbox"/>	—	Central Vacuum	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	w/remote	<input type="checkbox"/>	<input type="checkbox"/>	—	Trash Compactor
<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Clothes Dryer	<input type="checkbox"/>	<input type="checkbox"/>	—	Gas Log	<input type="checkbox"/>	<input type="checkbox"/>	—	Wall Oven
<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Clothes Washer	<input type="checkbox"/>	<input type="checkbox"/>	—	Hot Tub, Equip, & Cover	<input type="checkbox"/>	<input type="checkbox"/>	—	Water Treatment System
<input type="checkbox"/>	<input type="checkbox"/>	—	Cooktop	<input type="checkbox"/>	<input type="checkbox"/>	—	Intercom	<input type="checkbox"/>	<input type="checkbox"/>	—	Window A/C Unit
<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	—	Playground Equipment	<input type="checkbox"/>	<input type="checkbox"/>	—	Window Fan
<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Disposer	<input type="checkbox"/>	<input type="checkbox"/>	—	Pool, Equip, & Cover	<input checked="" type="checkbox"/>	<input type="checkbox"/>	—	Window Treatments
<input type="checkbox"/>	<input type="checkbox"/>	—	Electronic Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	—	Wood Stove
<input type="checkbox"/>	<input type="checkbox"/>	—	Fireplace Screen/Door	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	w/ice maker				

OTHER \_\_\_\_\_

**AS IS ITEMS**

Seller does not warrant the condition or working order of the following items and/or systems: \_\_\_\_\_

**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.

Marquerite Horton 4/13/09  
 Seller \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

**PART II. Inclusions/Exclusions Addendum**

The Contract of Sale dated \_\_\_\_\_ between Seller Marquerite Horton 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 Fixtures and Utilities paragraph of the Regional Sales Contract as applicable.

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

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Buyer(s): \_\_\_\_\_  
Seller(s): Marguerite Horton  
Property: 555 Massachusetts Ave NW #907 Washington DC 20001

**LEAD-BASED PAINT HAZARD  
NOTICE AND AGREEMENT**

**LEAD BASED PAINT HAZARDS.** (Title X, Section 10108, the Residential Lead-Based Paint Hazard Reduction Act of 1992) (the Act), required the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A seller of pre-1978 housing is required to disclose to the buyer(s), based upon the seller's actual knowledge, all known lead-based paint hazards in the Property and provide the buyer(s) with any available reports in the seller's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. The seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection. At the time that the offer to purchase is entered into by the buyer(s), the seller is required to provide the buyer(s) with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form.

The seller is required under the Act to provide the buyer(s) with a ten (10) day time period (or other mutually agreeable time period) for the buyer(s), at buyer(s) expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the buyer(s) waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. 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 three (3) years following the date of settlement.

The Act is effective September 6, 1996, for a seller who owns more than four (4) dwelling units, whether single-family or multi-family, and December 6, 1996, for a seller who owns four (4) or fewer dwelling units.

A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.

SELLER REPRESENTS AND WARRANTS TO BUYER, BROKER(S), BROKER(S)' AGENTS AND SUBAGENTS, INTENDING THAT THEY RELY UPON SUCH WARRANTY AND REPRESENTATION, THAT THE PROPERTY(Seller to initial applicable line):

\_\_\_\_\_ was constructed prior to January 1, 1978;  
or  
✓ \_\_\_\_\_ was constructed after January 1, 1978;  
or  
\_\_\_\_\_ uncertain as to age of the property

**SELLER ACKNOWLEDGES RECEIPT OF BROCHURE "EPA & HUD REAL ESTATE NOTIFICATION AND DISCLOSURE RULE, QUESTIONS AND ANSWERS.":**

If the Property was constructed prior to January 1, 1978 or if the date of construction is unknown, as indicated by Seller's initial above, Seller and Buyer mutually agree that the requirements of the Act shall apply to the sale of the Property. Seller and Buyer acknowledge that the real estate brokers and salespersons involved in the sale of the Property have no duty to ascertain or verify the date of construction and assume no such duty or responsibility.

Seller and Buyer agree and represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless all of the requirements of the ACT were fully satisfied and complied with prior to the execution of this Contract by Seller and Buyer. Seller and Buyer represent and warrant that each intended, as a material term of the offer and acceptance, that the requirements of the Act be fully complied with as an express condition of the formation of a binding and enforceable contract by and between the parties.

Buyer and Seller acknowledge by their signatures below that they have read and understand the provisions of this agreement.

✓ Marguerite Horton 4/13/09  
Buyer Date

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

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

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