



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

Property Address: 3028 O St NW Washington DC 20007

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.

Table with 3 columns of items and checkboxes for Yes/No. Items include Alarm System, Built-in Microwave, Ceiling Fan, Central Vacuum, Clothes Dryer, Clothes Washer, Cooktop, Dishwasher, Disposer, Electronic Air Filter, Fireplace Screen/Door, Freezer, Furnace Humidifier, Garage Opener w/ remote, Gas Log, Hot Tub, Equip, & Cover, Intercom, Playground Equipment, Pool, Equip, & Cover, Refrigerator w/ ice maker, Satellite Dish, Storage Shed, Stove or Range, Trash Compactor, Wall Oven, Water Treatment System, Window A/C Unit, Window Fan, Window Treatments, Wood Stove.

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.

Seller ESTATE OF N.L. STAPLEY Date 7/19/2006 Seller Date

PART II. Inclusions/Exclusions Addendum

The Contract of Sale dated between Seller 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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Washington, DC Jurisdictional Disclosure and Addendum

(Required for use with Listing Agreement (form #910) and Regional Sales Contract (form #1301))

The Contract of Sale dated _____, Address 3028 O Street, NW
 City Washington, State DC Zip 20007 Lot: 119
 Block/Square: 1242 Unit: _____ Section: _____ Tax ID # 1242//0119
 Parking Space(s) # _____ Storage Unit(s) # _____ Subdivision/Project: _____
 between Seller Terry Stanley, Personal Representative, Estate of Nadegsda L. Stanley and
 Buyer _____ is hereby amended by the
 incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

TIME IS OF THE ESSENCE WITH REGARD TO EACH PROVISION OF THE ENTIRE CONTRACT WHICH CONTAINS TIMEFRAMES.

1. 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.

[Signature] 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.
[Signature] 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,594394.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 USC

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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. **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.

7. **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)

8. **ADDITIONAL DEFAULT PROVISIONS:** Paragraph 26D of the Regional Contract is hereby replaced with the following:

Buyer will be in Default even if the Financing Contingency has not been removed if Settlement does not occur on the Settlement Date for any reason other than Default by Seller, if Buyer does not have the down payment, closing fees and any other required funds, including without limitation, any additional funds required to be tendered by Buyer if the Appraisal is lower than the Sales Price, provided the Contract is not contingent on an Appraisal or the Appraisal Contingency has been removed.

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.

10. 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: _____

11. **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.

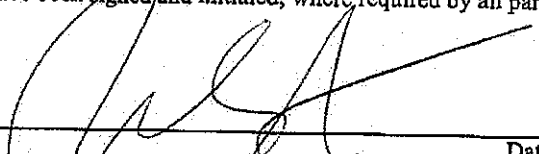
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12. **DEFINITIONS:**

- 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.



Seller Terry Stanley, Personal Representative Date _____ Buyer _____ Date _____
Estate of Nadeжда L. Stanley

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 _____

Seller's email address _____ Buyer's email address _____

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SELLER'S PROPERTY CONDITION STATEMENT
For Washington, DC

3028 O Street, NW

Property Address: Washington, DC 20007

Is the property included in a:

- condominium association? Yes No
cooperative? Yes No
homeowners association with mandatory participation and fee?
 Yes No

ESTATE

If this is a sale of a condominium unit or cooperative unit, or in a homeowners association, this disclosure form provides information only as to the unit (as defined in the governing documents of the association) or lot (as defined in the covenants applicable to the lot), and not as to any common elements, common areas or other areas outside of the unit or lot.

Purpose of Statement: This Statement is a disclosure by the Seller of the defects or information actually known by the Seller concerning the property, in compliance with the District of Columbia Residential Real Property Seller Disclosure Act. Unless otherwise advised, the Seller does not possess an expertise in construction, architecture, engineering, or any other specific area related to the construction of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. THIS STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR BY ANY AGENT REPRESENTING THE SELLER IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN.

Seller Disclosure: The Seller discloses the following information with the knowledge that, even though this is not a warranty, the Seller specifically makes the following statements based on the seller's actual knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's agent is required to provide a copy to the Buyer or the agent of the Buyer. The Seller authorizes its agent (s) to provide a copy of this statement to any prospective buyer or agent of such prospective buyer in connection with any actual or anticipated sale of property. The following are statements made solely by the Seller and are not the statements of the Seller's agent (s), if any. This information is a disclosure only and is not intended to be a part of any contract between Buyer and Seller.

The seller(s) completing this disclosure statement have owned the property from _____
to _____.

The seller(s) completing this disclosure have occupied the residence from _____
to _____.

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? _____

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 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

ESDATE

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, described defects: _____

D. Exterior/Environmental Issues

ECMATE

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: _____

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.

[Signature] Sign Here 3/28/2010
Seller Date
Terry Stanley, Personal Representative
Estate of Nadeжда L. Stanley

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 _____



THIS NOTICE IS REQUIRED BY LAW AND IS NOT A CONTRACT.
THIS DISCLOSURE DOES NOT CREATE A BROKERAGE RELATIONSHIP.

Disclosure of Brokerage Relationship District of Columbia

Prior to providing specific real estate assistance, District of Columbia law requires that a licensee disclose to any party who the licensee does NOT represent the identity of the party to the proposed transaction which the licensee does represent. Even though a licensee may not represent you, that licensee must still treat you honestly in the transaction.

We, the undersigned Buyer(s)/Tenant(s) or Seller(s)/Landlord(s) acknowledge receipt of this Disclosure, and understand we are NOT represented by the licensee identified below.

Nancy Taylor Bubes AB93117 and Washington Fine Properties
 (Licensee & License #) (Brokerage Firm)

The licensee and brokerage firm named above represent the following party in the real estate transaction:

Seller(s)/Landlord(s) (The licensee has entered into a written listing agreement with the seller(s) or landlord(s) or is acting as a sub-agent of the listing broker.)

Buyer(s)/Tenant(s) (The licensee has entered into a written agency agreement with the buyer/tenant.)

Designated Agent of the Buyer(s)/Tenant(s) or Seller(s)/Landlord(s)
 (Both the buyers and sellers have previously consented to "Designated Agency", and the licensee listed above is indicating the parties represented.)

 Acknowledged Date

 Acknowledged Date

Name of Person(s): _____
 I certify on this date that I, the real estate agent, have delivered a copy of this disclosure to the person(s) identified above.

 Signed (Licensee) Date

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