

SELLER'S DISCLOSURE STATEMENT

Property Address: 2004 11th St NW

Condominium Unit: 232 Cooperative Unit: N/A

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 any expertise in construction, architecture, engineering, or any other specific area related to the construction or condition 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's 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 part of any contract between Buyer and Seller.

If this is a sale of a condominium unit or cooperative unit, or lot 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.

A. Property Conditions, Improvements & Additional Information

	Yes	No	Unknown	N/A
1. Water system:				
Well supplied		<input checked="" type="checkbox"/>		
City supplied	<input checked="" type="checkbox"/>			
Working order?	<input checked="" type="checkbox"/>			
2. Sewer system:				
Septic tank		<input checked="" type="checkbox"/>		
City supplied	<input checked="" type="checkbox"/>			
Working order?	<input checked="" type="checkbox"/>			
3. Insulation			<input checked="" type="checkbox"/>	
4. Urea formaldehyde foam insulation			<input checked="" type="checkbox"/>	
5. Leaks in roof		<input checked="" type="checkbox"/>		
6. Age of roof				
0-5 years	<input checked="" type="checkbox"/>			
5-10 years				
10-15 years				
15+ years				
7. Wall defects	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
8. Floor defects <i>Small scratches</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
9. Foundation defects				
10. Window defects				<input checked="" type="checkbox"/>
11. Evidence of water in basement		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
12. Heating system:				<input checked="" type="checkbox"/>
Central				
Gas	<input checked="" type="checkbox"/>			
Oil				
Heat Pump				
Working order?	<input checked="" type="checkbox"/>			
Age of Heating System:				
0-5 years	<input checked="" type="checkbox"/>			
5-10 years				
10+ years				
13. Air Conditioning System:				
Central	<input checked="" type="checkbox"/>			
Window				
Gas				
Electric		<input checked="" type="checkbox"/>		
Heat Pump	<input checked="" type="checkbox"/>			
Working order?	<input checked="" type="checkbox"/>			
Age of Air Conditioning System:				
0-5 years	<input checked="" type="checkbox"/>			
5-10 years				
10+ years				

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	Yes	No	Unknown	N/A
14. Plumbing System:				
Copper			✓	
Galvanized			✓	
Other				
Working order?	✓			
Any known problems?		✓		
15. Electrical System:				
Working order?	✓			
Any known problems?		✓		
16. History of Infestation				
Termites				✓
Carpenter Ants				✓
Rodents				✓
Other				✓
17. Environmental Problems				
Asbestos				✓
Radon Gas				✓
Formaldehyde				✓
Contaminated soil				✓
Other				✓

Provide explanations of the foregoing responses here. Attach additional sheets if necessary:

B. Appliances/Systems/Services: The items below are in working _____ :

	Yes	No	Unknown	N/A
1. Range/Oven	✓			
2. Dishwasher	✓			
3. Refrigerator	✓			
4. Range hood/fan	✓			
5. Disposal	✓			
6. TV antenna, TV rotor & controls				✓
7. Storm Windows		✓		
8. Garage door opener & remote control	✓			
9. Alarm system		✓		
10. Intercom system		✓		
11. Central vacuum		✓		
12. Attic fan		✓		
13. Pool heater, wall liner & equip.		✓		✓
14. Microwave oven	✓			✓
15. Trash compactor		✓		
16. Ceiling fan		✓		
17. Sauna/hot tub		✓		
18. Lawn sprinkler system		✓		✓
19. Water heater	✓			✓
20. Water softener/conditioner		✓		
21. Sump pump				✓
22. Furnace	✓			✓
23. Humidifier				✓
24. Electronic air filter				✓
25. Solar heating system				✓
26. Fireplace & chimney				✓
27. Wood burning system				✓
28. Smoke Detector(s)	✓			✓
29. Carbon Monoxide detector(s)				✓

Provide any explanations of the foregoing responses here. Attach additional sheets if necessary:

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

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C. Other items: Are you aware of the following:

1. Features of the property shared in common with the adjoining landowners:		Yes	No	Unknown	N/A
Walls	Seller responsible for maintenance	---	---	---	✓
Fences	Seller responsible for maintenance	---	---	---	✓
Roads	Seller responsible for maintenance	---	---	---	✓
Driveways	Seller responsible for maintenance	---	---	---	✓
Other (list)		---	---	---	✓
		---	---	---	---
		---	---	---	---
	Seller responsible for maintenance	---	---	---	---
2. Encroachments		---	---	✓	---
3. Easements		---	---	✓	---
4. Zoning violations		---	---	✓	---
5. Nonconforming uses		---	---	✓	---
6. Structural modifications		---	---	✓	---
7. Settling problems		---	---	✓	---
8. Flooding problems		---	---	✓	---
9. Drainage problems		---	---	✓	---
10. Structural problems		---	---	✓	---
11. Grading problems		---	---	✓	---
12. Damage to property from:		---	---	✓	---
Fire		---	---	---	✓
Wind		---	---	---	✓
Floods		---	---	---	✓
Landslides		---	---	---	✓
13. Historic District		---	---	---	---
a.	Is the Property a DC landmark or located in a historic district?	✓	---	---	---
b.	Has the property been cited for a violation during your ownership?	✓	---	---	---
c.	Is the property subject to a conservation easement?	✓	---	---	---

Provide any explanations of the foregoing responses here. Attach additional sheets, if necessary.

The Seller has lived in the residence on the property from 1/01 (date) to 1/03 (date). The Seller has owned the property since 1/01 (date) and makes the statements herein only since that date. The Seller has indicated above as to the condition of all the items based on information actually known to the Seller.

Seller certifies that the information in this statement is true and correct to the best of Seller's actual knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY.

Seller Stef Wald Date 8/30/06

Seller _____ Date _____

BUYER HEREBY EXPRESSES AN INTENT TO RESIDE IN THE PROPERTY TO BE TRANSFERRED.

BUYER HAS READ AND ACKNOWLEDGES RECEIPT OF THIS STATEMENT AND ACKNOWLEDGES THAT THIS STATEMENT IS MADE BASED UPON THE SELLER'S ACTUAL KNOWLEDGE AS OF THE ABOVE DATE; IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES WHICH BUYER MAY WISH TO OBTAIN; AND 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 _____

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JURISDICTIONAL ADDENDUM FOR THE DISTRICT OF COLUMBIA TO THE EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT FOR IMPROVED REAL PROPERTY

Greater Capital Area Association of REALTORS®, Inc.

- 1. AGENCY DISCLOSURE: The Seller acknowledges that the Broker has informed Seller of his rights and obligations regarding agency disclosure under the "Real Estate Licensing Act of 1996," Act 11-502, DC law. For more information on this topic, Seller should speak with Broker/Listing Agent and consult the DC Real Estate Commission's pamphlet, "A Real Estate Licensee's Role in Conducting Real Estate Transactions."
2. 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, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business of any individual.
3. PROPERTY CONDITION DISCLOSURE: The Seller acknowledges that the Broker has informed Seller of his rights and obligations under the District of Columbia Residential Real Property Seller Disclosure Act.
4. 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 is USC. For further information, Seller can contact a soil testing laboratory, the District of Columbia Department of Environmental Services, or the Soil Conservation Service of the Department of Agriculture.
5. RECORDATION AND TRANSFER TAXES: The D.C. Transfer Tax will be paid by the Seller and the D.C. Recordation Tax will be paid by the Buyer.
6. TENANCY: Seller represents that the Property is not offered for sale subject to an existing residential lease. If answered affirmatively, Seller acknowledges said Term is from to at a monthly rental of \$ Seller agrees to notify Lessee of Lessee's right to purchase the Property according to the provisions of the current Title IV (Tenant Opportunity to Purchase) of the Rental Housing Conversion and Sale Act of 1980, as amended (DC Law3-86). Seller agrees not to offer the Property for rent or extend existing leases during Listing Period, except as said extension may be required by Title V (Eviction Controls) of the Rental Housing Act of 1985.
7. STORAGE TANK DISCLOSURE: (Applicable to single family properties 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 Broker that Seller has no knowledge of the existence or removal during Seller's ownership of the Property of any underground storage tank ("UST") as that term is defined in the Act and the Regulations, except as follows: Seller knows of existence or removal of UST or Seller has no knowledge of existence or removal of UST. If answered affirmatively, Seller agrees to provide a written disclosure to prospective purchasers.
8. RECEIPT OF INFORMATION AND COMPLETION OF DISCLOSURES: Seller acknowledges receipt of information or Seller's completion of the following disclosures and authorizes Broker to make them available to prospective purchasers: District of Columbia form, "Seller's Disclosure Statement." Federal form, "Information and Disclosure of Lead-Based Paint and Lead Based Paint Hazards." (Pre-1978 properties.) EPA Pamphlet, "Protect Your Family From Lead in Your Home." (Recommended for pre-1978 properties.) GCAAR form, "Inclusions/Exclusions Disclosure." Underground storage tank disclosure, if applicable. DC Real Estate Commission's Pamphlet, "A Real Estate Licensee's Role in Conducting Real Estate Transactions." (Recommended) NAR Pamphlet, "What Everyone Should Know About Equal Opportunity in Housing." (Recommended)

Seller/Owner: Kyle Wald Date: 8/30/06

Seller/Owner Date

Property Address: 2004 11th ST, NW #232

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Greater Capital Area Association of REALTORS®, Inc. INCLUSIONS/EXCLUSIONS DISCLOSURE AND ATTACHMENT TO LISTING AGREEMENT

ADDRESS 2004 11th ST, NW #232

FOR USE WITH REGIONAL CONTRACT

PERSONAL PROPERTY, FIXTURES, AND UTILITIES: Unless otherwise negotiated in a contract of sale, the purchase price shall include the following personal property and fixtures: A. Any existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, smoke and heat detectors, tv antennas, exterior trees and shrubs and B. The items marked YES below as currently installed or offered.

- Grid of inclusion checkboxes for items like Stove or Range, Cooktop, Wall Oven(s), Refrigerator(s), Dishwasher, etc.

ADDITIONAL INCLUSIONS (SPECIFY):
ADDITIONAL EXCLUSIONS (SPECIFY):

FOR USE WITH MAR CONTRACT

INCLUSIONS/EXCLUSION: Unless otherwise negotiated in a contract of sale, the purchase price shall include all permanently attached fixtures, including all smoke detectors. Certain other now existing items which may be considered personal property, whether installed or stored upon the property, are included or excluded, as follows (if neither column is checked, it shall be considered excluded):

- Grid of inclusion checkboxes for items like Dishwasher, Freezer, Window Fan(s), Fireplace Screen/Door, Pool, Equip. & Cover, etc.

ADDITIONAL INCLUSIONS (SPECIFY):
ADDITIONAL EXCLUSIONS (SPECIFY):

WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING: (Check all that apply)

- Water Supply: Public, Well; Hot Water: Oil, Gas, Elec, Other; Sewage Disposal: Public, Septic #BR; Air Conditioning: Oil, Gas, Elec, Heat Pump, Other; Heating: Oil, Gas, Elec, Heat Pump, Other

I/We, the Seller(s) of the above referenced property, have completed these checklists disclosing what conveys with the property and give permission to make this information available to prospective buyers.

Seller Signature: [Signature] Date: 8/30/06

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

For the sale of Property at: 2004 11th ST, NW #232
Property Address

I. SELLER REPRESENTS AND WARRANTS TO LONG & FOSTER, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (each Seller initial ONE of the following and state Year Constructed):

- AW Property (all portions) was constructed after January 1, 1978. (If initialed, complete section V only.)
 - Property (any portion) was constructed before January 1, 1978. (If initialed, complete all sections.)
 - Seller is unable to represent and warrant the age of the property. (If initialed, complete all sections.)
- Year Constructed: 2000

SELLER AGREES TO COMPLY WITH REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992.

Lead Warning Statement

Every purchaser 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 of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

II. Seller's Disclosure (each Seller complete items 'a' and 'b' below)

a. Presence of lead-based paint and/or lead-based paint hazards (initial and complete (i) or (ii) below):

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

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b. Records and reports available to the Seller (initial and complete (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

III. Purchaser's Acknowledgment (each Purchaser initial and complete items c, d, e and f below)

c. Purchaser has read the Lead Warning Statement above.

d. Purchaser has received copies of all information listed above. (If none listed, check here.)

e. Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

f. Purchaser has (each Purchaser initial (i) or (ii) below):

(i) Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

(ii) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

IV. Agent's Acknowledgment (initial item 'g' below)

g. Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

V. Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller [Signature] 8/30/06
Date

Purchaser _____
Date

Seller _____
Date

Purchaser _____
Date

Agent _____
Date

Agent _____
Date



7/04



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