

SELLER'S PROPERTY CONDITION STATEMENT

For Washington, DC

1725 17th St. NE #206

Property Address: WASHINGTON, DC 20009

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 Aug 2003 to Dec 2011 (present)

The seller(s) completing this disclosure have occupied the residence from Aug 2003 to Feb 2009.

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: radiator was capped in bathroom, not in kitchen

Does the seller have actual knowledge of any defects in the heating system?

Yes No

If yes, comments: _____

Does the heating system include:

Humidifier Yes No Unknown

Electronic air filter Yes No Unknown

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

Yes No Not Applicable

If yes, comments: _____

2. Air Conditioning System air conditioning is a common element maintained by condominium or cooperative (no further disclosure on air conditioning system required).

Type of system: Central AC Heat Pump Window/wall units

Other Not Applicable

Air Conditioning Fuel Natural Gas Electric Oil Other

Age of system 0-5 years 5-10 years 10-15 years Unknown

If central AC, does the seller have actual knowledge that cooling is not supplied to any finished rooms? Yes No Not Applicable

If yes, comments: _____

Does the seller have actual knowledge of any problems or defects in the cooling system?

Yes No Not Applicable

If yes, comments: _____

3. Plumbing System

Type of system Copper Galvanized Plastic Polybutelene Unknown

Water Supply Public Well

Sewage Disposal Public Well

Water Heater Fuel Natural Gas Electric Oil Other

Does the seller have actual knowledge of any defects with the plumbing system?

Yes No

If yes, comments: _____

4. Electrical System

Does the seller have actual knowledge of any defects in the electrical system, including the electrical fuses, circuit breakers, outlets, or wiring?

Yes No

If yes, comments: _____

C. Appliances

Does the seller have actual knowledge of any defects with the following appliances?

Range/Oven	<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 checked="" type="checkbox"/> No	<input 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 checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Garage door opener	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Applicable
& remote controls	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" 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 checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Other Fixtures	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Or Appliances	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable

If yes to any of the above, described defects: _____

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: _____

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.

Steven A. Mayne
Seller
STEVEN MAYNE

12/20/2011
Date

Seller

Date

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

Buyer

Date

Buyer

Date



Cooperative Resale Addendum for Maryland and Washington DC
(For use with either the Maryland Association of REALTORS® (MAR) Residential Contract of Sale or the Regional Sales Contract)

The Contract of Sale dated December 19, 2011, Address 1725 17th St. NW #206
 City WASHINGTON, State DC Zip 20009 Lot: _____ Block/Square: _____
 Unit: _____ Section: _____ Tax ID # _____ Parking _____
 Space(s) # _____ Storage Unit(s) # _____ Subdivision/Project: _____
 between Seller _____ **STEVEN MAYNE** _____ and
 Buyer _____ is hereby amended
 by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

- EQUIPMENT, MAINTENANCE AND CONDITION** paragraph is amended to provide that the Seller's warranty applies only to appliances, systems, equipment and detectors that are not the responsibility of the Cooperative to maintain.
- TITLE** Paragraph is deleted from the Contract.
- CONTRACTING PARTIES** paragraph is amended to provide the Proprietary Documents (to include, but not limited to shares of stock and proprietary lease, cooperative ownership contract or other documents hereinafter referred to as the proprietary documents) are to be executed and delivered in lieu of the Deed.
- PRICE AND FINANCING** paragraph is amended to read as follows:

A. Down Payment	\$	
B. Financing		
1) <u>Corporate Mortgage Indebtedness</u> (Blanket Mortgage)	\$	0
2) <u>Institutional Financing</u>	\$	
3) <u>Trust (Seller Financing) Addendum attached</u>	\$	
Total Financing	\$	

TOTAL SALES PRICE OF THE PROPERTY \$

- Assuming Corporate Mortgage Indebtedness:** Buyer is to assume responsibility for the share of the corporate mortgage indebtedness ("Blanket Mortgage") allocated to said Unit, said unpaid share, as of (MONTH/YEAR) 0, being in the approximate amount as set forth in Paragraph 4 B (1) hereof, repayable in monthly installments of \$ na inclusive of interest at the rate of na % per annum. Seller's proceeds will be reduced by the outstanding principal balance amount assumed by Buyer.
- Institutional Financing:** Buyer is to execute and deliver to an institutional Lender (hereinafter the "Lender") a note in the form prescribed by Lender in the approximate amount set forth in Paragraph 4 B (2) hereof repayable in monthly installments of \$ _____ inclusive of interest at the rate of _____ % per annum. Said note shall be secured by an assignment and pledge of the Proprietary Documents to be issued to Buyer, and by a security agreement and financing statement as Lender shall require.

5. RECOGNITION AGREEMENT: Buyer hereby acknowledges that not all lenders have the authority to lend in a cooperative association. Lenders that make purchase money loans in a cooperative have entered into a Recognition Agreement with the cooperative association. If Buyer applies to a lender that does not have a Recognition Agreement with said cooperative association, and as a result Buyer's loan is not approved by the deadline specified in the financing contingency, then Buyer shall be in default, and Seller may, at Seller's option, declare this Contract void. However, Buyer shall not be in Default and may declare this contract null and void at anytime following the deadline in the financing contingency if no lender has a recognition agreement with said cooperative association. The provisions of this paragraph shall not apply if this contract does not contain a financing contingency.

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6. **ASSESSMENTS:** Buyer agrees to pay such monthly and/or other assessments as the Board of Directors of the Cooperative may from time to time assess against the Unit for the payment of interest and amortization charges on said Blanket Mortgage indebtedness and for the payment of operating and maintenance or other proper charges.

Said monthly assessments as of the date hereof amount respectively to:

A. **Blanket Mortgage:** (Monthly principal and interest payment) \$ 0

B. **Monthly Cooperative Fee:** Buyer is hereby advised and acknowledges that the present cooperative fee for the subject unit and parking space or storage unit, if applicable, is: (Current Monthly Fee) \$ 652.80

C. **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:** na

2) **Payment Schedule:**
\$ na per na

3) **Number of payments remaining:** na

Total Special Assessment balance remaining: \$ na

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.

7. **COOPERATIVE APPROVAL AND GOVERNING DOCUMENTS:** This Contract is conditioned upon Buyer being approved for membership and occupancy by the Board of Directors of the Cooperative. It is the responsibility of Buyer to obtain such approval, and Buyer agrees promptly to prepare and to present to the Cooperative an application for approval, with such supporting documents and information as may be required, and Buyer agrees that failure to do so shall give the Seller the right to terminate this Contract in accordance with the paragraph labeled **DEFAULT**. Buyer understands that approval hereunder is solely the decision of Board of Directors of the Cooperative and Buyer agrees that neither Seller nor any of the Agents shall be liable for the action or non-action of the Board of Directors in connection therewith. If approval is denied, the aforesaid deposit shall be returned to Buyer promptly, without deductions, and this Contract thereafter be of no further force or effect. This sale is subject to the terms of the certificate of incorporation; by-laws, rules and regulations of the Cooperative, the assigned Proprietary Documents and this Contract and signed addendum attached hereto (if any).

8. **SELLER'S REPRESENTATIONS (Effective as of the settlement date):**

A. Seller is presently a member of the Cooperative and the owner of the Proprietary Documents and has full right and authority to sell, transfer and assign same free and clear of all liens, security interests and encumbrances except as disclosed in this Contract or signed Additional Provisions Addendum attached hereto.

B. Seller's interest in the Proprietary Documents and the equity interest in the Unit, except as set forth above, is in no way pledged, hypothecated or other encumbered, and Seller represents that there are no judgments, tax liens, petition of bankruptcy, suits or similar actions, filed, pending or threatened against Seller that would materially and adversely affect ownership in the Unit except as may be disclosed with this Contract.

C. Seller is not delinquent, in violation or in default with respect to the Proprietary Documents or rules and regulations of the Cooperative.

D. No special assessment is charged against the Unit as of the date hereof, unless the same is set forth herein.

E. It is Seller's responsibility to provide such Proprietary documents as are acceptable to the Transfer Agent or Cooperative Board prior to or simultaneous with settlement.

F. In case legal steps are necessary to perfect Seller's ownership, such action must be taken promptly by Seller at Seller's expense whereupon the time herein specified for full settlement by Buyer shall be extended for the period necessary for such action.

G. Seller has not made nor authorized any person to make any representations, statements, or warranties with respect to the Unit or any fact regarding the Cooperative or its financial condition and operation, maintenance charges, rights to any tax deduction, or any other aspect of this transaction except as herein set forth, and Buyer acknowledges that, in entering into this Contract, Buyer has not, relied upon any representation, statement or warranty, except those expressly set forth herein.

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

Property Address: 1725 17th St. NE #206, WASHINGTON, DC 20009

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, Microwave, Ceiling Fan, Central Vacuum, Clothes Dryer, Clothes Washer, Cooktop, Dishwasher, Disposer, Electronic Air Filter, Fireplace Screen/Door, Freezer, Furnace Humidifier, Garage Opener, Gas Log, Hot Tub, Intercom, Playground Equipment, Pool, Refrigerator, 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 signature: STEVEN MAYNE, Date: 12/20/2011

PART II. Inclusions/Exclusions Addendum

The Contract of Sale dated between Seller STEVEN MAYNE 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 signature: Steven A. Mayne, Date: 12/20/2011

Seller Date Buyer Date