



Jurisdictional Disclosure and Addendum to the Sales Contract for Washington, DC
(Recommended for the Listing Agreement and required for the GCAAR Sales Contract)

The Contract of Sale dated _____ between _____
_____ (Buyer) and 71 Florida Ave 2, LLC (Seller)
for the purchase of the real property located at
Address 907 Barnaby St, SE Unit# _____
City Washington State DC Zip Code 20032-3912, Parking Space(s) # _____
Storage Unit # _____ with the legal description of Lot 121 Block/Square 5924 Section _____
Subdivision/Project Name Congress Heights Tax Account # 5924//0121
is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Contract.

PART I. SELLER DISCLOSURE - AT TIME OF LISTING:

The information contained in this Disclosure was completed by Seller, is based on the Seller's actual knowledge and belief, and is current as of the date hereof.

1. **SELLER DISCLOSURE:** Pursuant to D.C. Code §42-1301, Seller is exempt from property condition disclosure.
☐ Yes ☒ No

2. **DC SOIL DISCLOSURE REQUIREMENTS:** The characteristic of the soil on the 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, 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.

3. **TENANCY:** Seller represents that property ☐ is/was OR ☒ is not/was not subject to an existing residential lease or tenancy at the time Seller decided to sell. District of Columbia broadly defines a tenant as "a tenant, subtenant, lessee, sublessee, or other person entitled to the possession, occupancy, or the benefits of any rental unit within a housing accommodation." If applicable, the DC Tenancy Addendum is hereby provided.

4. **CONDOMINIUM/CO-OPERATIVE/HOMEOWNERS ASSOCIATION:** Seller represents that this Property ☐ is OR ☒ is not subject to a condominium, co-operative or homeowners association. If applicable, the following required addendum is attached:

- ☐ Condominium Seller Disclosure/Resale Addendum for DC,
- ☐ Co-operative Seller Disclosure/Resale Addendum for Maryland and the District of Columbia, or
- ☐ HOA Seller Disclosure/Resale Addendum for DC

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

In accordance with the requirements of the District of Columbia Underground Storage Tank Management Act of 1990 [D.C. Code Section 8-113.02(g)], 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: _____

6. **PROPERTY TAXES:** Future property taxes may change. To determine the applicable rate, see https://www.taxpayerservicecenter.com/RP_Search.jsp?search_type=Assessment. 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/page/real-property-tax-credits-frequently-asked-questions-faqs>.

Dennis Dyer, Member 4/26/18
Seller Date Seller Date
40871 Florida Ave 2, LLC

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PART II. RESALE ADDENDUM

The Contract of Sale dated _____, between Seller 71 Florida Ave 2, LLC,
and Buyer _____ is hereby amended by the incorporation of
Parts I and II herein, which shall supersede any provisions to the contrary in the Contract.

1. SELLER DISCLOSURE: Pursuant to D.C. Code §42-1302, prior to the submission of the offer, Buyer is entitled to a Seller's Disclosure Statement (if Seller is not exempt) and hereby acknowledges receipt of same. ☐ Yes ☐ No
☐ Not applicable

2. RECORDATION AND TRANSFER TAXES: Rates vary with the sales price and based on property type. See <http://otr.cfo.dc.gov/service/recorder-deeds-frequently-asked-questions-faqs>. In limited circumstances, an exemption from Recordation Tax may be available to Buyer, if Buyer meets the requirements for the Lower Income Home Ownership Exemption Program ("Tax Abatement Program"). See below for additional information.
Unless otherwise negotiated, the following will apply:

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

B. Co-operatives: The Economic Interest Deed Recordation Tax will be split equally between Buyer and Seller. There is no Transfer Tax for Co-operatives.

C. Tax Abatement Program: Additional information (including the required Application Form) for the Tax Abatement Program can be obtained at: http://otr.cfo.dc.gov/sites/default/files/dc/sites/otr/publication/attachments/sharp%40dc.gov_20140909_110358.pdf. If Buyer meets the requirements of this program, Buyer will be exempt from Recordation Tax. Additionally, Seller shall credit Buyer an amount equal to what would normally be paid to the District of Columbia as Seller's Transfer Tax to be applied towards Buyer's settlement costs. This credit shall be in addition to any other amount(s) Seller has agreed to pay under the provisions of this Contract. It is Buyer's responsibility to confirm with Lender, if applicable, that the entire credit provided for herein may be utilized. If Lender prohibits Seller from payment of any portion of this credit, then said credit shall be reduced to the amount allowed by Lender.

Buyer ☐ is or ☐ is not applying for the Tax Abatement Program.

D. First-Time Homebuyer Recordation Tax Credit: Buyer ☐ is or ☐ is not a DC First-Time Homebuyer and may be eligible for a reduced recordation tax. It is the Buyer's responsibility to confirm their eligibility
(See <https://otr.cfo.dc.gov/node/1272871>.)

3. The principals to the Contract mutually agree that the provisions hereof shall survive the execution and delivery of the Deed and shall not be merged herein.

Dennis Dyer, 4/26/18
Seller Date

Buyer Date

Seller Date

Buyer Date



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 transactions 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.

GCAAR Form #919 – DC Seller's Disclosure

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Revised October 2011

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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

907 Barnaby St, SE

Property Address: Washington, DC 20032-3912

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 3/14/18 to Current.

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

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? _____

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 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 ☐ Yes ☒ No ☐ Not Applicable

Or Appliances ☐ Yes ☒ No ☐ Not Applicable

If yes to any of the above, describe 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 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 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 a 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.

Dennis Dyer, Member
Seller

71 Florida Ave 2, LLC

4/20/18
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

