



Inclusions/Exclusions Disclosure and Addendum
(Required for use with GCAAR Sales Contract)

Property Address: 1371 Kalmia Rd NW, Washington, DC 20012-1444

PART I. INCLUSIONS/EXCLUSIONS DISCLOSURE

Personal Property and Fixtures: The Property includes the following personal property and fixtures, if 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, mounting brackets for electronics components, smoke and heat detectors, TV antennas, exterior trees and shrubs. If more than one of an item conveys, the number of items is noted. Unless otherwise agreed to herein, all surface or wall mounted electronic components/devices **DO NOT** convey. The items marked **YES** below convey.

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

OTHER

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 Buyer 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.

DocuSigned by:
Judith Winston 6/11/2016
 Seller Judith Winston Date

DocuSigned by:
Michael Winston 6/11/2016
 Seller Michael Winston Date

PART II. INCLUSIONS/EXCLUSIONS ADDENDUM

The Contract of Sale dated _____ between Seller Judith Winston, Michael Winston and Buyer _____ is hereby amended by the incorporation of Parts I and II herein.

DocuSigned by:
Michael Winston 6/11/2016
 Seller Michael Winston Date

Buyer _____ Date

DocuSigned by:
Judith Winston 6/11/2016
 Seller Judith Winston Date

Buyer _____ Date

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SELLER'S PROPERTY CONDITION STATEMENT

For Washington, DC

1371 Kalmia Rd NW

Property Address: Washington, DC 20012-1444

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 September 1970 to present.

The seller(s) completing this disclosure have occupied the residence from September 1970 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? ²⁰⁰¹ _____

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: East facing window in dormer bedroom is stuck.

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 in addition 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 orig. house: 1999

Does the seller have actual knowledge that heat is not supplied to any finished rooms? addition: 25 yrs+

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 in addition 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

Compressor: 5 years

Air handler: 25 years

This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.

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: Cooling in addition portion of house only; no central AC in original house.

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 checked="" type="checkbox"/> No	<input 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			
Detector	<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, 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 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 facade 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.

DocuSigned by:
Judith Winston
Seller
4E2723A75FAAC...
Judith Winston
6/11/2016
Date

DocuSigned by:
Michael Winston
Seller
8D5B2A1E24BC...
Michael Winston
6/11/2016
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



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 Judith Winston, Michael Winston (Seller)
 for the purchase of the real property located at
 Address 1371 Kalish Rd NW Unit# _____
 City Washington State DC Zip Code 20012-1444 , Parking Space(s) # _____
 Storage Unit # _____ with the legal description of Lot 15 Block/Square 2772 Section _____
 Subdivision/Project Name Shepherd Park Tax Account # _____
 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 USC

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(f)], 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://or.cfo.dc.gov/page/real-property-tax-credits-frequently-asked-questions-faq>.

DocuSigned by: Judith Winston 6/11/2016 Date
 DocuSigned by: Michael Winston 6/11/2016 Date
 Seller ID: 05F8S203CD848C... Date
Judith Winston
Michael Winston

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PART II. RESALE ADDENDUM

The Contract of Sale dated _____, between Seller _____ 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-faq>. 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/shape40dc.gov-20140909-110358.pdf>. If Buyer meets the requirements of this program, Buyer will be exempt from Recordation Tax. Additionally, Seller shall credit 1.1% of Sales Price (normally paid to the District of Columbia as Seller's Transfer Tax) to Buyer 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.

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.

DocuSigned by:			
<u>Michael Winston</u>	6/11/2016	_____	_____
Seller	Date	Buyer	Date
<u>Michael Winston</u>	6/11/2016	_____	_____
Seller	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.

Ellen Sandler/Susan Berger and Evers + Company
 (Licensee & License #) 12 310 (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 Judith Winston Date 6-22-16
 Seller
 JUDITH WINSTON

Acknowledged Michael Winston Date 6-22-16
 Seller
 MICHAEL WINSTON

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 _____

Previous editions of this form should be destroyed.



Lead Paint - Federal Disclosure of Lead-Based Paint and Lead-Based Paint Hazards for SALES

(Required for the SALE of all properties in the U.S. with any existing part built prior to 1978)

PROPERTY ADDRESS: 1371 Kalmia Rd NW, Washington, DC 20012-1444

There are parts of the property that still exist that were built prior to 1978 OR No parts of the property were built prior to 1978 OR Construction dates are unknown. If any part of the property was constructed prior to 1978 or if construction dates are unknown, this disclosure is required. If the entire property was built in 1978 or later, this disclosure is not required.

LEAD WARNING STATEMENT FOR BUYERS: 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.

SELLER'S DISCLOSURE:

A) Presence of lead-based paint and/or lead-based paint hazards

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

_____ OR

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:

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

_____ OR

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

BUYER'S ACKNOWLEDGMENT:

(Buyer to initial all lines as appropriate)

(C) _____ / _____ Buyer has read the Lead Warning Statement above.

(D) _____ / _____ Buyer has read Paragraph B and acknowledges receipt of copies of any information listed therein, if any.

(E) _____ / _____ Buyer has received the pamphlet Protect Your Family From Lead in Your Home (required).

(F) _____ / _____ Buyer has (check one below):

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; OR

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

AGENT'S ACKNOWLEDGMENT: *(Agent to initial)*

Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4652d and is aware of his/her

(G) _____ responsibility to ensure compliance.

CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Judith Winston _____ 6/11/2016 _____
Seller 2823426FAAC... Date Buyer Date

Judith Winston _____ 6/11/2016 _____
DocuSigned by: Date Buyer Date

Michael Winston _____ _____
Seller Date Buyer Date

Juan Berger / Ellen Sandler _____ _____
Agent for Seller, if any Date Agent for Buyer, if any Date

Ellen Sandler / Susan Berger _____ _____

JCAAR # 907A: Federal Lead 2016, The Greater Capital Area Association of REALTORS®, Inc. 2/2016
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Evans & Co, 4400 Jewel Street NW Washington, DC 20015 Phone: 202.364.1700 Fax: 202.377.0160 1371 Kalmia Road
Ellen Sandler Produced with ZipForm™ by PSE FormsNet, L.L.O 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 www.zipform.com

LEAD DISCLOSURE FORM

Federal Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

ADDRESS OF PROPERTY, INCLUDING UNIT NUMBER IF ANY:

**1371 Kalmia Rd NW
Washington, DC 20012-1444**

The District of Columbia "Lead-Hazard Prevention and Elimination Act of 2008," as amended (the "Act"), D.C. Official Code § 8-231.01 *et seq.*, requires an owner of a residential property constructed before 1978 to disclose the information contained in this Lead Disclosure Form to prospective tenants or prospective property purchasers, before any change in occupancy or contract for possession is executed. Owners are required to disclose specific information which they know or reasonably should know about the property related to the presence of lead-based paint and/or lead-based paint hazards, and any pending actions ordered under the Act. To meet the requirements of this law, you must complete this Lead Disclosure Form.

I am the owner or authorized owner's agent of *(Insert Full Address of Property)*
1371 Kalmia Road NW Washington, DC 20012

and affirm that the following answers state what I reasonably know about my property.

CHECK ONE BOX UNDER A, B, AND C, BELOW.

A. Check one of the following 3 statements that accurately describes what you know about the presence of lead-based paint on your property:

Lead-based paint is known or reasonably known to be present on the interior or on the exterior of the property (including common areas, if applicable), at the following locations (specify components, rooms, and any other relevant details, and provide access to any available record or report about the presence of lead-based paint at this property):

To my knowledge, lead-based paint is not known or reasonably known to be present on the interior or on the exterior of the property, including common areas. I will provide access to any record or report I have about the absence of lead-based paint at this property.

While lead-based paint is not known by me to be present in the dwelling unit, it is presumed to be there, because the dwelling unit was constructed prior to 1978.

B. Check one of the following 2 statements that accurately describes what you know or reasonably should know about the condition of your property:

NOTE: The following definitions must be followed to comply with District law.

DISTRICT OF COLUMBIA DEFINITION OF LEAD-BASED PAINT HAZARD: "Lead-based paint hazard" means any condition that causes exposure to lead from lead- contaminated dust, lead-contaminated soil, deteriorated lead-based paint or presumed lead-based paint, or lead-based paint or presumed lead-based paint that is disturbed without containment. See D.C. Official Code § 8-231.01(22).

DEFINITION OF PRESUMED LEAD-BASED PAINT: "Presumed lead-based paint" means paint or other surface coating affixed to a component in or on a dwelling unit or child-occupied facility, constructed prior to 1978. See D.C. Official Code § 8-231.01(32).

I have reason to believe a lead-based paint hazard is present on the interior or on the exterior of the property (including common areas, if applicable), at the following locations (specify components, rooms, and any other relevant details, and provide access to any available record or report about the presence of lead-based paint hazards at this property):

To my knowledge, lead-based paint hazards are not present nor likely to be present on the interior or on the exterior of the property, including common areas, if applicable. I will provide access to any record or report I have about the absence of lead-based paint hazards at this property.

C. Check one of the following 2 statements that accurately describes whether any government action is currently pending, with respect to your property or unit:

There are currently no pending actions ordered by a District Government agency with respect to the property listed above.

There are currently pending actions that have been ordered by a District Government agency with respect to this property, as follows:

By my signature below, I agree that this Lead Disclosure Form states information about my property or unit listed above, which is reasonably known to me, and that I have answered the questions in this form truthfully. I also agree to comply with the Act's requirement that I provide this information to my prospective tenants, as well as to any prospective purchasers, before they are under any contract to purchase or lease a dwelling unit. I understand that falsification of any information provided or required in this document may subject me to civil or criminal penalties. D.C. Official Code § 8-231.15(b) and § 8-231.16(b).

NAME OF OWNER/OWNER'S AUTHORIZED AGENT
Judith Winston and Michael Winston

DATE



GOVERNMENT OF THE DISTRICT OF COLUMBIA



DDOE
DISTRICT DEPARTMENT OF THE ENVIRONMENT

At the time the disclosure or disclaimer statement is delivered to you ("the buyer"), you are required to date and sign a written acknowledgement of receipt on the disclosure or disclaimer statement which shall be included in or attached to the contract of sale.

Section 10-702 further provides that a buyer who receives the disclosure or disclaimer statement on or before entering into a contract of sale does not have the right to rescind the contract based upon the information contained in the disclosure or disclaimer statement.

You are hereby notified that, in certain circumstances, you have the right to rescind your contract with the seller if the seller fails to deliver to you the written property condition disclosure or disclaimer statement. Section 10 702 provides that a buyer who does not receive the disclosure or disclaimer statement on or before entering into the contract has the unconditional right, upon written notice to the seller or seller's agent:

- (i) To rescind the contract at any time before the receipt of the disclosure or disclaimer statement or within 5 days following receipt of the disclosure or disclaimer statement; and
- (ii) To the immediate return of any deposits made on account of the contract.

Your right to rescind the contract under Section 10-702 terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application or within 5 days following receipt of a written disclosure from a lender who has received your application for a mortgage loan, if the lender's disclosure states that your right to rescind terminates at the end of that 5 day period.

Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void.

Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
- (ii) Occupancy, in the event of a lease with option to purchase.

The information contained in the property condition disclosure statement is the representation of the seller and not the representation of the real estate broker or sales person, if any. A disclosure by the seller is not a substitute for an inspection by an independent professional home inspection company. You should consider obtaining such an inspection. The information contained in a disclosure statement by the seller is not a warranty by the seller as to the condition of the property of which condition the seller has no actual knowledge or other condition, including latent defects, of which the seller has no actual knowledge. The seller is not required to undertake or provide an independent investigation or inspection of the property in order to make the disclosures required by Section 10-702. The seller is not liable for an error, inaccuracy or omission in the disclosure statement if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the seller or was provided to the seller by a third party as specified in Section 10-702(i) or (j).

You may wish to obtain professional advice about the property or obtain an inspection of the property.

The undersigned buyer(s) and seller(s) acknowledge receipt of this notice on the date indicated below and acknowledge that the real estate licensee(s) named below have informed the buyer(s) and the seller(s) of the buyer(s)' rights and the seller(s)' obligations under Section 10-702.

DocuSigned by:
6/11/2016
Michael Winston
Seller's Signature Date

Buyer's Signature Date

32823428FA44C...
DocuSigned by:
Michael Winston
6/11/2016
Seller's Signature Date

Buyer's Signature Date

Agent's Signature Date

Agent's Signature Date

Neighborhood profile: Shepherd Park

by Eliza McGraw | June 25, 2012

Some residents of Shepherd Park like to wear T-shirts proclaiming their neighborhood in Northwest Washington a “garden of diversity.”

That slogan doesn't just refer to the botanical variety, immortalized in such street names as Jonquil, Hemlock and Iris. Locals are also proud of the many different types of people — old-timers and newcomers, the elderly and young families — who live here.

Mosalyn Coates has lived in the community since 2000 and is the president of the Shepherd Park Citizens Association. She says she was attracted there “by the diversity of the neighborhood residents.”

Dosh Gorman, who has lived in Shepherd Park for two years, also appreciates heterogeneity, especially when he sees worshippers on their way to synagogue. “The presence of the Jewish congregations means that weekends open with lots of people walking around, avoiding vehicular travel, which drives encounters and conversations with lots of people.” He says he enjoys the diversity of ages, too. Gorman's block has neighbors who have moved into their homes in every decade since the 1950s.

Other neighbors grew up in Shepherd Park and have moved back to raise their own families. “Shepherd Park is not a transient neighborhood. While there is enough activity to keep the area vibrant, people love it so much they move here and stay,” said Bonnie Randolph, a real estate agent at Weichert who sells houses and lives there.

Shepherd Park is located in upper Northwest, in an area some call “Silver Spring, D.C.” for its proximity to its Maryland neighbor.

It borders Rock Creek Park and is named for Alexander “Boss” Shepherd, who was “the most powerful member of the Board of Public Works (1871-1873)” and governor of the District in 1873-74, according to an essay by Marvin Caplan and Ralph Blessing in the 2010 edition of Kathryn Schneider Smith's compendium “Washington at Home.” Shepherd maintained a summer home in the area, which he had named Bleak House after the Charles Dickens novel he and his wife enjoyed. That estate was razed in 1916, and the surrounding neighborhood became a D.C. suburb.

oday, the community consists of three sections, including Colonial Village and North Portal Estates; the census tract lists all three neighborhoods as parts of Shepherd Park. “Since almost two-thirds of the homes were built from 1912 to 1939 and the majority of the rest built from 1940 to 1960, Shepherd Park homes exude considerable charm and character,” Randolph said. The majority of homes are detached on sizable lots. There are Tudor-style houses; brick, stucco and frame Colonials; bungalows, farmhouses; split-levels; and ramblers.

The Shepherd Park Citizens Association, which publishes a quarterly newsletter, provides common ground for all three segments of the neighborhood, Coates says. The annual yard sale is Beth Allaben’s “favorite event.” Allaben has lived in Shepherd Park since 1989 and has served on the association. Residents set up tables outside their homes, or they can take sale goods to Shepherd Park Elementary. “I like [that] people are spending all day in their yards,” she said. “When my children were younger, they would have a lemonade stand.”

Other events include a post-holiday potluck dinner, which is generally attended by more than 200 people, a community picnic and a garden tour. “In addition to these activities, many residents hold block parties and other smaller activities that foster mutual support and community spirit,” Coates said. The community park, adjacent to the elementary school, has a new turf field, playground and running track, which Gorman says brings many people out “to meet and play.”

That mutual support helped draw Gorman to Shepherd Park; he said he liked the “feeling of an established residential neighborhood,” including “the interesting and dignified homes and the location.” He and his wife wanted to remain in the city but require access to the Beltway and transit for work. Because they live less than a mile’s walk to downtown Silver Spring, they have dining and retail options.

Also, Shepherd Park prices often compare favorably with those in other parts of Northwest. “Similar housing stock west of the park draws a premium that we just didn’t think was worth it,” he said.

Recent challenges for Shepherd Park include the 2011 closing of Walter Reed Army Medical Center, which borders the neighborhood along 16th Street NW. Since the attacks of Sept. 11, 2001, Walter Reed’s neighborhood entrances have been closed off, says Allaben, but with the uncertain future of the campus, neighbors are further concerned about potential traffic problems.

Gorman shares some other concerns. He said the neighborhood “has a lack of smaller housing options that make it difficult for some of our older residents to remain in the neighborhood when they no longer need to remain in their three-to-five-bedroom homes. Some worry that “rising home prices could lessen the diversity of a neighborhood that, for a long time, has been home to D.C.’s vibrant middle class,” he added.

Others maintain confidence that Shepherd Park will maintain its strong identity. As Coates says, “the abundance of trees, colors and diversity of architectural styles of the homes in Shepherd Park make it unique. Another aspect of its uniqueness is the strong sense of community.”

Liza McGraw is a freelance writer.

ZIP CODE: 20012

BOUNDARIES: Eastern Avenue to the north, Georgia Avenue to the east, the original Walter Reed Army Medical Center to the south, 16th Street NW to the west.

SCHOOLS: Shepherd Elementary School, Deal Middle School, Coolidge High School.

HOME SALES: From October 2011 to October 2012, 28 homes have sold at prices ranging from \$360,000 (for a rehab property that was subsequently renovated and sold for \$696,350) to \$818,000, according to Weichert real estate agent Bonnie Randolph. Six homes are under contract, with listing prices of \$330,000 to \$915,000, and two active listings are priced at \$636,000 and \$649,000.

WITHIN WALKING DISTANCE: Rock Creek Park; restaurants and stores on Shepherd Park's borders and in southern Silver Spring; the Social Security Administration.

WITHIN 15 MINUTES BY CAR: Rock Creek Golf Course, Carter Barron, National Zoo, Columbia Heights, Adams Morgan, Takoma Park, Friendship Heights, downtown Silver Spring and Bethesda, Capitol Beltway.

TRANSIT: Metrobus lines, Silver Spring and Takoma Metro stations (Red Line).



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REMINDER:

It's time to pay your 2016 SPCA dues! SPCA's membership year is based on a calendar year, so if you haven't paid your dues since January 1, then it's time to renew. Dues are just \$25/household and members get discounts on garden tour tickets, yard sale registration, and t-shirts.

Join, Donate, & Pay for Events Online

Join by Mail

SPCA dues are paid on an annual basis. The membership year is from January 1 to December 31.

Mark Your Calendar SPCA Event:

Kids' Winter Coat Drive w/ Hope and a Home
Fri, Oct 1 - Mon, Oct 31
Rex Cleaners

SPCA Community Meeting
Tues, Oct 4, 7 pm
Shepherd Elementary School

SPCA Fall Planting - Georgia Avenue
Sat, Oct 15, 8:30 - 10:30 am
Meet at Ledo's Pizza

SPCA "Community Conversation" on Development

History of the Shepherd Park Citizens Association

Shepherd Park was founded in the 19th century when the District's territorial governor, Alexander "Boss" Shepherd, built a summer mansion there. Since then, it has grown into a neighborhood of more than 4,000 residents that celebrates its diversity and friendliness.

When first organized in 1917, the citizens association for the area was named the Sixteenth Street Heights Citizens Association. The organization became known as the Shepherd Park Citizens Association in the 1940s, in order to avoid confusion with the Sixteenth Street Highlands area just to the south.

The current SPCA membership boundaries cover the area in Northwest DC between Georgia Avenue and Rock Creek Park and bounded by Eastern Avenue on the north and Aspen Street on the south, encompassing the neighborhoods of Shepherd Park, Colonial Village, and North Portal Estates. The boundaries correspond to Census Tract 16 and Voting Precinct 62; according to the 2000 census, this area includes 4,030 people and 1,635 households.

SPCA membership has never been limited by race, unlike other early citizens associations. This beginning and the area's streets that are named after trees and flowers is reflected in the association's unofficial motto, "A Garden of Diversity."

The association's mission is to improve the quality of life for Shepherd Park residents. The association holds regular membership meetings at which issues of local interest, such as the schools, public safety, property, and the environment are discussed. The SPCA also hosts candidate forums in advance of local elections. In recent years, the association has become known for the special events it sponsors annually: the picnic, yard sale, potluck dinner, garden tour, and Halloween parade.

The SPCA supports its neighborhood public elementary school, Shepherd Elementary School, and the Juanita E. Thornton/Shepherd Park Neighborhood Library. The SPCA also works collaboratively with the area's Advisory Neighborhood Commissioners, the Ward 4 Councilmember, and the Fourth District of the Metropolitan Police Department. SPCA's Orange Hat groups patrol the neighborhood periodically as weather permits.

To keep neighbors informed, the SPCA maintains a website, www.shepherdpark.org; publishes a quarterly newsletter, the *Shepherd Park News*, which is mailed to all residents and business neighbors; sponsors a very active e-mail listserv with 1,300 members; and writes a weekly column in the *Northwest Current* newspaper. The SPCA encourages support of neighborhood businesses through profiles in the *Shepherd Park News* and various seasonal activities.

Shepherd Park was a featured community in the WETA Neighborhoods video series on TV 26. The director of those segments, Walter Gottlieb grew up in Shepherd Park; he also produced a 30-minute video entitled "Shepherd Park: Past and Present, a celebration of one of Washington, DC's most unique neighborhoods."