



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: 2737 Devonshire Pl NW Apt 125, Washington, DC 20008-3460

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)

(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.

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.

Seller signature and date 3/4/2009

Buyer signature and date

Seller signature and date 2/24/19

Buyer signature and date

Agent for Seller, if any Susan Berger/Ellen Sandle

Agent for Buyer, if any

DC Lead Disclosure Form

Information about Lead-Based Paint in this Property

Purpose: Inform potential renters and homebuyers of the presence of lead-based paint and related hazards in the property they are considering.

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can be a health hazard, especially for young children and pregnant women. Owners or managers of these properties must provide information about lead-based paint in the property that they want to rent or sell. DC requires the renter or buyer to have this information before they decide to rent or purchase the property.

This form does not replace the Federal Lead Disclosure form. DC law provides additional protections for the renter or purchaser. A DC Lead Disclosure form is not required for properties built in 1978 or later.

Are you a POTENTIAL TENANT or BUYER?

Review this page carefully before following instructions on page two.

Are you a PROPERTY OWNER or MANAGER?

You will need the following information to complete this form:

- Copies of any lead-based paint reports, assessments, or surveys related to the property.
- The latest version of the EPA Protect Your Family From Lead in Your Home pamphlet.
- Knowledge about lead-contaminated dust/soil and condition of the paint on the property.
- Knowledge about any lead-based paint related legal actions taken against the property.

Property owners and managers: keep the signed original of this form on record for at least 6 years, as you may be audited by the DC Department of Energy and Environment.

What to look for inside the property or in the property's common areas:

- Peeling, chipping, chalking, cracking, or damaged paint.
- Lead-based paint on windows, doors, stairs, railings, banisters, porches, or other high-wear surfaces that children might chew.
- Lead that is present in bare soil.
- Lead dust that forms when lead-based paint is scraped, sanded, or heated, or when painted surfaces with lead in them bump or rub together.
- Surfaces with lead paint chips/dust, or settled dust that reenters the air through vacuuming or sweeping.

For more information see 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., and the Federal Lead Warning Statement, 24 CFR Part 35: <http://bit.ly/federallead>.

If you need help in your language, please call 202-535-2600. | Si necesitas ayuda en Español, por favor llámame al 202-535-2600. | Si vous avez besoin d'aide en Français appelez le 202-535-2600. | 如果您需要中文服務，請致電 202-535-2600 | 한국어로 도움이 필요합니까? 우리 한국어콜의 202-535-2600 | Nếu quý vị cần giúp đỡ bằng tiếng Việt, xin gọi 202-535-2600.

If you are:	You need to:
The property owner or manager	<ul style="list-style-type: none"> • Complete Sections A and B. • Provide a copy to the tenant/buyer.
The potential tenant or buyer	<ul style="list-style-type: none"> • Carefully review Section B. • Sign Section C.

SECTION A: Property Owner/Manager's Signature

Property Address: 2737 Devonshire Pl NW Apt 125 Unit: 125 Washington, DC ZIP: 20008-3460

I am the (check one) owner manager of this property and will truthfully give the answers to the following questions about lead-based paint/hazards in or around this property.

Owner/Manager Name: Andrea Gallagher Signature: Andrea Gallagher, P.R.

SECTION B: Information About the Lead-Based Paint in this Property

Lead-based paint is assumed to be present in properties built before 1978. To the best of your knowledge, is there peeling or chipping paint, lead-contaminated dust/soil, or other lead-based paint hazards inside or around the property?

No Yes, in the following location(s): *For more space attach a summary*

Does DC Government have any pending actions related to lead-based paint for this property?

Check all that apply

- Yes, a notice of violation
- Yes, a notice of lead-based paint hazards
- Yes, an administrative order to eliminate lead-based paint hazards
- Yes, other notices or orders related to lead-based paint. Please list:
- No

Are there any reports or documents about lead-based paint or hazards in or around this property?

This includes reports or documents provided to you by a previous or current owner, property manager, DC Government agency, or contractor.

No Yes and I understand I must provide a copy of those documents to the tenant/buyer if they ask.

SECTION C: Tenant/Buyer's Acknowledgement

I was provided this form and the Protect Your Family from Lead in Your Home pamphlet before I signed a lease or purchase agreement.

Yes No, I have already signed a lease or purchase agreement.

I understand I have the right to ask the owner or manager for any reports or documents about lead-based paint or hazards in or around this property.

Name: _____ Signature: _____ Date: _____





Condominium Seller Disclosure/Resale Addendum for the District of Columbia
(Recommended for the Listing Agreement and required for the GCAAR Contract)

Address 2737 Devonshire Pl NW Apt 125
 City Washington, State DC Zip 20008-3460 Parking Space(s) # n/a
 Storage Unit(s) # _____ Subdivision/Project: Woodley Park Towers

PART I - SELLER DISCLOSURE:

1. CURRENT FEES AND ASSESSMENTS: Monthly fees and assessments as of the date hereof amount respectively to:

A. Monthly Condominium Fee: Potential Buyers are hereby advised that the present condominium fee for the subject unit and parking space or storage unit, if applicable, is \$ 549.00

B. Special Assessments: No Yes (If yes, complete 1-4 below)

1) Reason for Assessment: _____

2) Payment Schedule: \$ _____ per _____

3) Number of payments remaining _____ as of _____ (Date)

4) Total Special Assessment balance remaining: \$ _____

C. Utilities Included: The following utilities are included in the Monthly Condominium Fee:

None Water Sewer Heat Electricity Gas Other _____

2. PARKING AND STORAGE: Parking Space(s) and Storage Unit(s) may be designated by the Association Documents as:

1) General Common Elements for general use (possibly subject to a lease or license agreement), 2) Limited Common Elements assigned for the exclusive use of a particular Condominium Unit, or 3) Conveyed by Deed and separately taxed. The following Parking and/or Storage Units convey with this property:

Parking Space #(s) n/a and it is is not Separately taxed.
 If Separately taxed: Lot _____ Square _____, Lot _____ Square _____

Storage Unit #(s) _____ and it is is not Separately taxed.
 If Separately taxed: Lot _____ Square _____, Lot _____ Square _____

3. MANAGEMENT AGENT OR AUTHORIZED PERSON: The management agent or person authorized by the Condominium to provide information to the public regarding the Condominium and the Development is as follows:

Name: Woodley Park Towers Phone: _____

Address: _____

4. CONDOMINIUM INSTRUMENTS AND CERTIFICATE OF CONDOMINIUM BOARD (Condo Docs): This disclosure involves the resale of a condominium unit by a unit owner (i.e., the Seller) other than the declarant. Seller agrees to obtain from the unit owner's association and deliver to a Buyer, on or prior to the tenth (10th) business day following the ratification date of a Contract by a Buyer, a copy of the condominium instruments (i.e., recorded declaration, bylaws, plats and plans and all exhibits, schedules, DC Condominium Bill of Rights and Responsibilities, certifications and amendments to any of same) and a certificate setting forth the following:

A. A statement, which need not be in recordable form, setting forth the amount of any unpaid assessments levied against the Unit;

B. If applicable, a statement, which need not be in recordable form, certifying to the Board's waiver of, or failure or refusal to exercise, any rights of first refusal or other restraints on free alienability of the Unit which may be contained in the Condominium instruments;

C. A statement of any capital expenditures approved by the unit owners' association within the current or succeeding 2 fiscal years;

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- D. A statement of the status and amount of any reserves for capital expenditures, contingencies, and improvements, and any portion of such reserves earmarked for any specified project by the Condominium Board;
- E. A copy of the statement of financial condition for the unit owners' association for the most recent fiscal year for which such statement is available, and the current operating budget, if any;
- F. A statement setting forth what insurance coverage is provided for all unit owners by the unit owners' association and a statement whether such coverage includes public liability, loss or damage, or fire and extended coverage insurance with respect to the Unit and its contents;
- G. A statement that any improvements or alterations made to the Unit or the limited common elements assigned thereto, by the Seller are not in violation of the condominium instruments;
- H. A statement of the remaining term of any leasehold estate affecting the Condominium or the Unit and the provisions governing any extension or renewal thereof; and
- I. The date of issuance of the certificate.


3/4/2019
 Seller _____ Date _____ Seller _____ Date _____

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. TITLE: Paragraph is amended to include the agreement of the Purchaser to take title subject to commonly acceptable easements, covenants, conditions and restrictions of record contained in Condominium instruments, and the right of other Unit owners in the Common Elements and the operation of the Condominium.

2. PAYMENT OF FEES AND ASSESSMENTS: Buyer agrees to pay such Monthly Fees and/or other Special Assessments as the Board of Directors or Association of the Condominium may from time to time assess against the Unit, Parking Space and Storage Unit (as applicable) for the payment of operating and maintenance or other proper charges. Regarding any existing or levied but not yet collected Special Assessments, Seller agrees to pay, at the time of Settlement, any Special Assessments as disclosed in the Current Fees and Assessments Paragraph unless otherwise agreed herein: _____

3. CONDOMINIUM ASSOCIATION APPROVAL: If this sale is subject to approval by or right of refusal of the Council Of Unit Owners or Board Of Directors of the Condominium, in the event such approval is denied or such right of first refusal is exercised by such Council or Board, this Contract shall be null and void and the Buyer's deposit shall be refunded without delay or deduction there from.

4. ASSUMPTION OF CONDOMINIUM OBLIGATIONS: Buyer hereby agrees to assume each and every obligation of, to be bound by and to comply with the covenants and conditions contained in the Condominium instruments including the Condominium Bylaws and with the Rules and Regulations of the Condominium, as well as statutory insurance requirements (D.C. Official Code § 42-1901.01 *et seq.*), from and after the date of settlement hereunder.

5. RIGHT TO CANCEL: Buyer shall have the right for a period of three (3) business days following Buyer's receipt of the condominium documents and statements referred to in the Condo Docs Paragraph to cancel this Contract by giving Notice thereof to Seller. In the event that such condominium documents and statements are delivered Buyer on or prior to the ratification of this Contract by Buyer, such three (3) business day period shall commence upon ratification of this Contract. If the condominium documents and statements are not delivered to Buyer within the 10 business day time period referred to in the Condo Docs Paragraph, Buyer shall have the option to cancel this Contract by giving Notice thereof to Seller prior to receipt by Buyer of such condominium documents and statements. Pursuant to the provisions of this paragraph, in no event may the Buyer have the right to cancel this Contract after Settlement.

_____ Date _____ Buyer _____ Date _____
 Seller Date Buyer Date

_____ Date _____ Buyer _____ Date _____
 Seller Date Buyer Date

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Consent for Dual Representation and Designated Representation in the District of Columbia
 (To be attached to all listing agreements and buyer or tenant brokerage agreements
 for transactions in the District of Columbia.)

"Designated Representation" occurs when the Seller or Landlord has entered into a listing agreement with a licensee and the Buyer or Tenant has entered into a buyer brokerage agreement with a different licensee affiliated with the same firm. Each of the licensees, known as Designated Representatives, represents fully the interest of his/her individual clients. The Supervising Broker is a Dual Representative of both the Buyer and Seller, and must not disclose information obtained in confidence to other parties in the transaction.

- If the Seller or Landlord does not consent to Designated Representation, the property may not be shown by any licensees affiliated with the brokerage firm that have entered into a representation agreement with a prospective Buyer or Tenant.
 - If the Buyer or Tenant does not consent to Designated Agency, the Buyer or Tenant may not be shown any properties listed by other licensees affiliated with the brokerage firm.
- Prior to entering into a contract in which the buyer and seller are represented by Designated Representatives, the relationship of both Designated Agents must be disclosed/confirmed in writing.

"Dual Representation" occurs when Seller or Landlord has entered into a listing agreement with a licensee and the Buyer or Tenant has entered into a buyer brokerage agreement with the same licensee. When the parties agree to dual representation, the ability of the licensee and the brokerage firm to represent either party fully and exclusively is limited. The confidentiality of all clients shall be maintained.

- If the Seller or Landlord does not consent to Dual Representation, the property may not be shown by the licensee to any prospective Buyers or Tenants that have entered into a buyer brokerage agreement with the licensee.
- If the Buyer or Tenant does not consent to Dual Agency, the licensee may not show any properties listed by the licensee.
- Prior to entering into a contract in which the buyer and seller are represented by Dual Agency, this relationship must be disclosed/confirmed in writing.

<input checked="" type="checkbox"/> I (We) consent to Designated Representation , acknowledging the broker/firm <u>Evers & Co</u> , may represent both the seller(s) and buyer(s) or landlords and tenants, and the sales associate, <u>Susan Berger/ElLEN Sandle</u> , license # <u>89554</u> as the Designated Representative for the party indicated below:	
<input checked="" type="checkbox"/> Seller(s)	or <input checked="" type="checkbox"/> Buyers(s)
<input type="checkbox"/> Landlord(s)	or <input type="checkbox"/> Tenant(s)
<input type="checkbox"/> I (We) do not consent to Designated Representation	
<input checked="" type="checkbox"/> I (We) consent to Dual Representation , acknowledging the broker/firm <u>Evers and company Real Estate</u> , and the sales associate, <u>Susan Berger/ElLEN Sandle</u> , license # <u>sp89554</u> may represent both the seller(s) and buyer(s) (or landlord(s) and tenant(s)), as the Dual Representatives for the both parties indicated below:	
<input checked="" type="checkbox"/> Sellers(s) and Buyer(s)	
<input type="checkbox"/> Landlord(s) and Tenant(s)	
<input type="checkbox"/> I (We) do not consent to Dual Representation	
Signed <u>Andrew L. Gallagher, P.E.</u>	Date <u>3/4/2009</u>
Signed _____	Date _____

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Inclusions/Exclusions Disclosure and/or Addendum
 Required for use with GCAAR Listing Agreement & Sales Contract

PROPERTY ADDRESS: 2737 Devonshire Pl NW Apt 125, Washington, DC 20008-3460

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, shutters, window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to herein, all surface or wall mounted electronic components/devices **DO NOT CONVEY**. The items checked below convey. If more than one of an item conveys, the number of items shall be noted in the blank.

KITCHEN APPLIANCES

- Stove/Range
- Cooktop
- Wall Oven
- Microwave
- Refrigerator
- w/ Ice Maker
- Wine Refrigerator
- Dishwasher
- Disposer
- Separate Ice Maker
- Separate Freezer
- Trash Compactor

ELECTRONICS

- Alarm System
- Intercom
- Satellite Dishes

RECREATION

- Hot Tub/Spa, Equipment & Cover
- Pool Equipment & Cover
- Sauna
- Playground Equipment

LIVING AREAS

- Fireplace/Screen/Door
- Gas Log
- Ceiling Fans
- Window Fans
- Window Treatments

OTHER

- Storage Shed
- Garage Door Opener
- Garage Door Remote/Fob
- Back-up Generator
- Radon Remediation System
- Solar Panels

LAUNDRY

- Washer
- Dryer

WATER/HVAC

- Water Softener/Conditioner
- Electronic Air Filter
- Furnace Humidifier
- Window A/C Units

EXCLUSIONS:

LEASED ITEMS, LEASED SYSTEMS & SERVICE CONTRACTS: Leased items/systems or service contracts, including but not limited to: solar panels & systems, appliances, fuel tanks, water treatment systems, lawn contracts, pest control contracts, security system and/or monitoring, and satellite contracts **DO NOT CONVEY** unless disclosed here: _____

CERTIFICATION: Seller certifies that Seller has completed this checklist disclosing what conveys with the Property.

Audrey Halladay _____
 Seller Date 3/4/2019

 Seller Date

2. ACKNOWLEDGEMENT AND INCORPORATION INTO CONTRACT: (Completed only after presentation to the Buyer)

The Contract of Sale dated _____ between Seller _____
 and Buyer _____
 for the Property referenced above is hereby amended by the incorporation of this Addendum.

 Seller (sign only after Buyer) Date Buyer Date

 Seller (sign only after Buyer) Date Buyer Date

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