



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

PROPERTY ADDRESS: 1402 Swann St NW Washington DC 20009

**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; central vacuum system (with all hoses and attachments); shutters; window shades; blinds; window treatment hardware; mounting brackets for electronics components; smoke, carbon monoxide, and heat detectors; TV antennas; exterior trees and shrubs; and awnings. 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

**LAUNDRY**

- Washer
- Dryer

- Security Cameras
- Alarm System
- Intercom
- Satellite Dishes
- Video Doorbell

**LIVING AREAS**

- Fireplace Screen/Doors
- Gas Logs
- Ceiling Fans
- Window Fans
- Window Treatments

**WATER/HVAC**

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

**RECREATION**

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

**OTHER**

- Storage Shed
- Garage Door Opener
- Garage Door Remote/Fob
- Back-up Generator
- Radon Remediation System
- Solar Panels (must include Solar Panel Seller Disclosure/Resale Addendum)
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**THE FOLLOWING ITEMS WILL BE REMOVED AND NOT REPLACED:**

**LEASED ITEMS, LEASED SYSTEMS & SERVICE CONTRACTS:** Leased items/systems or service contracts, including but not limited to: appliances, fuel tanks, water treatment systems, lawn contracts, pest control contracts, security system and 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.

Seller: [Signature] Date: 1/18/2022 Seller: [Signature] Date: 1/18/2022

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

The Contract of Sale dated \_\_\_\_\_ between Seller Emily Savner and Buyer Adam McFarland for the Property referenced above is hereby amended by the incorporation of this Addendum.

Seller (signed only after Buyer) \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Seller (signed only after Buyer) \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_



# Seller's Disclosure Statement

## Instructions

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 must complete the Statement him or herself (not the broker, management company, condominium association, cooperative association, or homeowners association).

### 2. The Seller must provide the Seller's Disclosure Statement to the Purchaser for the following transactions:

The Act applies to the following types of transfers or sales of District of Columbia real estate:

- Where the property consists of one to four residential dwelling units;
- The transaction is a sale, exchange, installment land contract, lease with an option to purchase, or any other option to purchase; and
- The purchaser expresses, in writing, an interest to reside in the property to be transferred.

### 3. The Seller does not need to complete the Seller's Disclosure Statement for the following transactions:

- Court ordered transfers;
- Transfers to a mortgagee by a mortgagor in default;
- 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;
- Transfers by a non-occupant fiduciary administering a decedent's estate, guardianship, conservatorship or trust;
- Transfers between co-tenants;
- Transfers made to the transferor's spouse, parent, grandparent, child, grandchild or sibling (or any combination of the foregoing);
- Transfer between spouses under a divorce judgment incidental to such a judgment;
- Transfers or exchanges to or from any governmental entity; and
- Transfers made by a person of newly constructed residential property that has not been inhabited.

### 4. 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.

### 5. 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.

### 6. 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:

- The making of an application for a mortgage loan (if the lender discloses in writing that the right to rescind terminates on submission of the application);
- Settlement or date of occupancy in the case of a sale; or
- Occupancy in the case of a lease with an option to purchase.

### 7. 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.

### 8. 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

**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 have owned the property from: Oct. 2017 To: Present

The seller(s) completing this disclosure have occupied the residence from: Oct. 2017 To: Present

Property Address: **1402 Swann St NW Washington DC 20009**

The property is included in:  Condominium Association  Cooperative  Homeowners association with mandatory participation and fee

*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.*

## A. Structural Conditions

<b>1. Roof</b>	<input checked="" type="checkbox"/> Roof is a common element maintained by condominium or cooperative (if you check this box, no further roof disclosure required; go to section B) Age of Roof: <input type="checkbox"/> 0-5 years <input type="checkbox"/> 5-10 years <input type="checkbox"/> 10-15 years <input type="checkbox"/> 15+ years <input type="checkbox"/> Unknown Does the seller have actual knowledge of any current leaks or evidence of moisture from roof? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please provide comments:</i> Does the seller have actual knowledge of any existing fire retardant treated plywood? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please provide comments:</i>
<b>2. Fireplace/ Chimney(s)</b>	Does the seller have actual knowledge of any defects in the working order of the fireplace(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No fireplace(s) <i>If yes, please provide comments:</i> Does the seller know when the chimney(s) and/or flue were last inspected and/or serviced? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No chimney(s) or flue(s) <i>If yes, when were they last serviced or inspected?:</i>
<b>3. Basement</b>	Does the seller have actual knowledge of any current leaks or evidence of moisture in the basement? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not applicable <i>If yes, please provide comments:</i> Does the seller have actual knowledge of any structural defects in the foundation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please provide comments:</i>



4. Walls and Floors	Does the seller have actual knowledge of any structural defects in walls or floors? if yes, please provide comments:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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5. Insulation	Does the seller have actual knowledge of presence of urea formaldehyde foam insulation? if yes, please provide comments:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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6. Windows	Does the seller have actual knowledge of any windows not in normal working order? if yes, please provide comments:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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*one window in livingroom does not stay open; slides shut.*

**B. Operating Condition of Property Systems**

1. Heating System	<input checked="" type="checkbox"/> Heating system is a common element maintained by condominium or cooperative (if you check this box, no further disclosure on heating system required; go to section B.1.)	
	Type of System: <input checked="" type="checkbox"/> Forced Air <input type="checkbox"/> Radiator <input type="checkbox"/> Heat Pump <input type="checkbox"/> Electric Baseboard <input type="checkbox"/> Other	
	Heating Fuel: <input type="checkbox"/> Natural Gas <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other	
	Age of System: <input type="checkbox"/> 0-5 years <input type="checkbox"/> 5-10 years <input checked="" type="checkbox"/> 10-15 years <input type="checkbox"/> Unknown	
	Does the heating system include a humidifier? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown	
	Does the heating system include an electronic air filter? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown	
	Does the seller have actual knowledge that heat is not supplied to any finished rooms? if yes, please provide comments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	Does the seller have actual knowledge of any defects in the heating system? if yes, please provide comments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
if installed, does the seller have actual knowledge of any defects with the humidifier or electronic filter? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not applicable if yes, please provide comments:		

2. Air Conditioning System	<input type="checkbox"/> Air conditioning is a common element maintained by condominium or cooperative (if you check this box, no further disclosure on the air conditioning system is required; go to section B.3.)	
	Type of System: <input checked="" type="checkbox"/> Central AC <input type="checkbox"/> Heat Pump <input type="checkbox"/> Window/Wall Unit <input type="checkbox"/> Other <input type="checkbox"/> Not applicable	
	AC Fuel: <input type="checkbox"/> Natural Gas <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other	
	Age of System: <input type="checkbox"/> 0-5 years <input type="checkbox"/> 5-10 years <input type="checkbox"/> 10-15 years <input checked="" type="checkbox"/> Unknown <i>2007 or newer</i>	
	Does the heating system include a humidifier? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown	
	Does the heating system include an electronic air filter? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown	
	If central AC, does the seller have actual knowledge that cooling is not supplied to any finished rooms? if yes, please provide comments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not applicable	
	Does the seller have actual knowledge of any problems or defects in the cooling system? if yes, please provide comments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not applicable	

<b>3. Plumbing System</b>	Type of material: (check all that apply) <input type="checkbox"/> Copper <input type="checkbox"/> Lead <input type="checkbox"/> Galvanized iron <input type="checkbox"/> Brass <input checked="" type="checkbox"/> PVC <input type="checkbox"/> Plastic polybutelene <input checked="" type="checkbox"/> Unknown
	Water Supply: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Well
	Sewage Disposal Treatment: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Septic tank <input type="checkbox"/> Cesspool <input type="checkbox"/> Onsite treatment
	Water Heater Fuel: <input type="checkbox"/> Natural gas <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other
	Does the seller have actual knowledge of any defects with the plumbing system? <i>If yes, please provide comments:</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

<b>4. Water System</b>	Does the seller have actual knowledge of the results of any lead tests conducted on the water supply of the property? <i>If yes, please provide test results:</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Does the seller have actual knowledge that the property has been included on the DC Water service line map website ( <a href="https://www.dwater.com/leadmap">https://www.dwater.com/leadmap</a> ) as of August 2019) as a property with a lead water service line on the private property or in public space? <i>If yes, please provide comments:</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Does the seller have actual knowledge of any lead-bearing plumbing, including the water service line servicing the property? <input type="checkbox"/> Yes, there is a lead service line servicing the property <input type="checkbox"/> Yes, there is lead bearing plumbing on the property <input checked="" type="checkbox"/> No <i>Comments:</i>
	If there is a lead service line servicing the property, does the seller have actual knowledge that any portion of the lead water service line has been replaced? (Note: This applies to portions of the service line on private property and in public space). <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not applicable <i>If yes, please provide date(s) of replacement(s):</i>

<b>5. Electrical System</b>	Does the seller have actual knowledge of any defects in the electrical system, including the electrical fuses, circuit breakers, outlets, or wiring? <i>If yes, please provide test results:</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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**C. Appliances and Fixtures**

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 type="checkbox"/> No	<input checked="" 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 checked="" type="checkbox"/> No	<input 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 type="checkbox"/> No	<input checked="" 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 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 type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Other Fixtures or Appliances	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable

*If yes to any of the above, please describe the defects:*

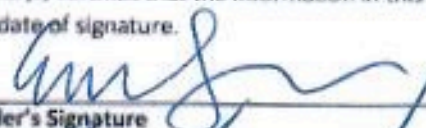
**D. Exterior/Environmental Issues**

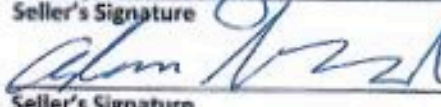
<b>1. Exterior Drainage</b>	Does the seller have actual knowledge of any problem with drainage on the property? <i>If yes, please provide comments:</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>2. Damage to Property</b>	Does the seller have actual knowledge whether the property has previously been damaged by: Fire: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Wind: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Flooding: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes to any, please provide comments:</i>	
<b>3. Wood destroying insects or rodents</b>	Does the seller have actual knowledge of any infestation or treatment for infestations? <i>If yes, please provide comments:</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Does the seller have actual knowledge of any prior damage or repairs due to a previous infestation? <i>If yes, please provide comments:</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

<b>4. Other Issues</b>	Does the seller have actual knowledge of any problem with drainage on the property? <i>if yes, please provide comments:</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	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? <i>if yes, please provide comments:</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	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? <i>if yes, please provide comments:</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	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? <i>if yes, please provide comments:</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Has the property been cited for a violation of any historic preservation law or regulation during your ownership? <i>if yes, please provide comments:</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Does the seller have actual knowledge if a facade easement or a conservation easement has been placed on the property? <i>if yes, please provide comments:</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Does the seller have actual knowledge that the property has received a vacant or blighted building exemption? <i>if yes, please state the type of exemption, and when the exemption will expire:</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**Certification and Signature**

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.

  
 Seller's Signature \_\_\_\_\_ Date 1/17/2022

  
 Seller's Signature \_\_\_\_\_ Date 1/17/2022

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's Signature \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Signature \_\_\_\_\_ 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 BR31882 (DC) and Long & Foster Real Estate, Inc.  
Susan Berger  
 (Licensee & License #) (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 Date

\_\_\_\_\_  
 Acknowledged Date

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.





**Jurisdictional Disclosure and Addendum to the GCAAR Sales Contract for District of Columbia**  
*(Required for the Listing Agreement and required for the GCAAR Sales Contract)*

The Contract of Sale dated \_\_\_\_\_, between \_\_\_\_\_ (Buyer)  
 and **Emily Savner** **Adam McFarland** (Seller) for the purchase of the real property located at  
 Address **1402 Swann St NW** Unit # **6**  
 City **Washington** State **DC** Zip Code **20009**, Parking Space(s) # \_\_\_\_\_  
 Storage Unit # \_\_\_\_\_ with the legal description of Lot **2028** Block/Square **0206** Section \_\_\_\_\_  
 Subdivision/Project Name **Old City #2** 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 following required Addendum shall be incorporated into the Contract.

- Tenancy Addendum for District of Columbia (Single-Family Accommodation)
- Tenancy Addendum for District of Columbia (2 to 4 Rental Units)
- Multi-Unit or Non-Residential Addendum

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

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 §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:  
**N/A**

6. **PROPERTY TAXES:** Future property taxes may change. To determine the applicable rate, see [https://www.taxpayerservicecenter.com/RP\\_Search.jsp?search\\_type=Assessment](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>.

Seller

1/15/2022

Date

Seller

1/18/2022

Date



**PART II. RESALE ADDENDUM:**

The Contract of Sale dated \_\_\_\_\_, between Seller Emily Savner  
Adam McFarland 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. PAYMENT OF FEES AND ASSESSMENTS:** 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: <https://otr.cfo.dc.gov/page/real-property-tax-relief-and-tax-credits>. 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 District of Columbia 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](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.

\_\_\_\_\_  
Seller (Sign only after Buyer) Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller (Sign only after Buyer) Date

\_\_\_\_\_  
Buyer Date

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

Address 1402 Swann St NW  
 City Washington, State DC Zip 20009  
 Parking Space(s) # \_\_\_\_\_ Storage Unit(s) # \_\_\_\_\_ Subdivision/Project: \_\_\_\_\_

**PART I - SELLER DISCLOSURE:**

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

**A. Condominium Fee:** Potential Buyers are hereby advised that the present fee for the subject unit and parking space(s) and/or storage unit(s), if applicable, is:

Regular Fee: \$ 300.13  
 Parking: \$ \_\_\_\_\_  
 Storage: \$ \_\_\_\_\_  
 Special Assessment: \$ \_\_\_\_\_ (complete B below)  
**TOTAL:** \$ 300.13 per month

**Fee Includes:** The following are included in the condominium fee:

Water/Sewer  Heat  Electricity  Gas  Other electric for common area

**B. Special Assessments:** Potential Buyers are hereby advised that there  is OR  is not a special assessment either included in the Condominium Fee or separately levied. If applicable, 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: \$ \_\_\_\_\_

**2. PARKING AND STORAGE:** Parking Space(s) and Storage Unit(s) may be designated by the Condominium instruments as: general common elements for general use (possibly subject to a lease or license agreement); limited common elements assigned for the exclusive use of a particular unit; or separately taxed and conveyed by Deed. The following Parking Space(s) and/or Storage Unit(s) convey with this Property:

Parking Space #(s) \_\_\_\_\_  is  is not separately taxed. If separately taxed:  
 Lot \_\_\_\_\_ Square \_\_\_\_\_, Lot \_\_\_\_\_ Square \_\_\_\_\_  
 Storage Unit #(s) \_\_\_\_\_  is  is not separately taxed. If separately taxed:  
 Lot \_\_\_\_\_ Square \_\_\_\_\_, Lot \_\_\_\_\_ Square \_\_\_\_\_

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

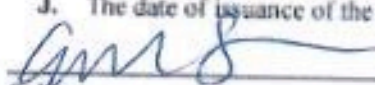
Name: Jon Renaut Phone: 571-217-7587  
 Address: \_\_\_\_\_  
 Email Address: jon@coldants.com

**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;
- 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 of the status of any pending suits or any judgments to which the unit owners' association is a party;
- G. 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;
- H. 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;
- I. 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
- J. The date of issuance of the certificate.

 1/17/2022  
 Seller Date

 1/17/22  
 Seller Date

## PART II - RESALE ADDENDUM

The Contract of Sale dated \_\_\_\_\_, between Seller Emily Savner and Buyer \_\_\_\_\_ is

1. **TITLE:** The Title paragraph of the Contract is amended to include the agreement of the Buyer to take title subject to easements, covenants, conditions and restrictions of record contained in the 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 Condominium Fees and/or other Special Assessments as the Board of Directors or Condominium Association may from time to time assess against the Unit and Parking Space(s) and/or Storage Unit(s), as applicable, for the payment of operating and maintenance or other proper charges. Seller agrees to pay any delinquent Fees and/or Special Assessments on or before Settlement Date. All violations of requirements noted by the Condominium Association against Seller shall be complied with by Seller and the Property conveyed free thereof. Regarding any existing or levied but not yet collected Special Assessments, Seller agrees to pay, at the time of Settlement, any Special Assessments unless otherwise agreed herein.

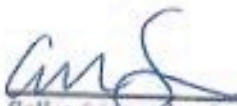
Costs of obtaining any statements of account from the Condominium Association and/or its related management company will be paid by Seller. Lender's condominium questionnaire fee and any transfer and/or set-up fees for the Condominium Association and/or its related management company will be paid by Buyer.

3. **CONDOMINIUM ASSOCIATION APPROVAL:** If this sale is subject to approval by or right of refusal of the unit owners' association or Condominium Board of Directors, in the event such approval is denied or such right of first refusal is exercised by such Association 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 and to be bound by and comply with the covenants and conditions contained in the Condominium instruments, including the Condominium bylaws and the Condominium rules and regulations, as well as statutory insurance requirements (D.C. Official Code § 42-1903.10), from and after the Settlement Date hereunder.

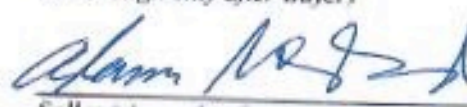
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5. **RIGHT TO CANCEL:** Buyer shall have the right for a period of three (3) Business Days following Buyer's receipt of the Condominium instruments and statements referred to in the Condo Docs paragraph to cancel this Contract by giving Notice thereof to Seller. In the event that such Condo Docs are delivered to Buyer on or prior to the Date of Offer by Buyer, such three (3) Business Day period shall commence upon the Date of Ratification. If the Condo Docs 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 Buyer's receipt of such Condo Docs. Pursuant to the provisions of this paragraph, in no event may Buyer have the right to cancel this Contract after Settlement.

 1/17/2022  
Seller (sign only after Buyer) Date

Buyer \_\_\_\_\_ Date \_\_\_\_\_

 1/17/22  
Seller (sign only after Buyer) Date

Buyer \_\_\_\_\_ Date \_\_\_\_\_