



## Inclusions/Exclusions Disclosure and/or Addendum

*(Required for use with GCAAR Listing Agreement & Sales Contract)*

PROPERTY ADDRESS: 4444 Connecticut Avenue NW Washington DC 20008

**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.

Randy B. Crowley 3/28/23  
 Seller Date

\_\_\_\_\_  
 Seller Date

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

The Contract of Sale dated \_\_\_\_\_ between Seller Randy Crowley and Buyer \_\_\_\_\_ 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: 2002 To: 2023

The seller(s) completing this disclosure have occupied the residence from: \_\_\_\_\_ To: \_\_\_\_\_

Property Address: 4444 Connecticut Avenue NW Washington DC 20008

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

### 1. Roof

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:  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, please provide comments:*

Does the seller have actual knowledge of any existing fire retardant treated plywood?  Yes  No

*If yes, please provide comments:*

### 2. Fireplace/Chimney(s)

Does the seller have actual knowledge of any defects in the working order of the fireplaces?  Yes  No

*If yes, please provide comments:*

No fireplace(s)

Does the seller know when the chimney(s) and/or flue were last inspected and/or serviced?  Yes  No

*If yes, when were they last serviced or inspected?* 2010

No chimney(s) or flue(s)

### 3. Basement

Does the seller have actual knowledge of any current leaks or evidence of moisture in the basement?  Yes  No

*If yes, please provide comments:*

Not applicable

Does the seller have actual knowledge of any structural defects in the foundation?  Yes  No

*If yes, please provide comments:*



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

**B. Operating Condition of Property Systems**

|   |  |  |
|---|--|--|
| 1. Heating System   | <input type="checkbox"/> Heating system is a common element maintained by condominium or cooperative<br>(if you check this box, no further disclosure on heating system required; go to section 8.1.)          |  |
|   | 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 checked="" type="checkbox"/> No <input type="checkbox"/> Unknown   |  |
|   | Does the heating system include an electronic air filter? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown   |  |
|   | Does the seller have actual knowledge that heat is not supplied to any finished rooms?<br>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?<br>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?<br><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not applicable<br>if yes, please provide comments: |  |  |

|                            |  |  |
|----------------------------|--|--|
| 2. Air Conditioning System | <input type="checkbox"/> Air conditioning is a common element maintained by condominium or cooperative<br>(if you check this box, no further disclosure on the air conditioning system is required; go to section 8.3.)                                  |  |
|                            | 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 checked="" type="checkbox"/> 10-15 years <input type="checkbox"/> Unknown   |  |
|                            | Does the heating system include a humidifier? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown   |  |
|                            | Does the heating system include an electronic air filter? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown   |  |
|                            | If central AC, does the seller have actual knowledge that cooling is not supplied to any finished rooms?<br>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?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not applicable<br>if yes, please provide comments:               |  |

|                      |   |
|----------------------|---|
| 3. Plumbing System   | 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 type="checkbox"/> PVC <input type="checkbox"/> Plastic polybutelene <input 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?<br>If yes, please provide comments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |
| 4. Water System      | Does the seller have actual knowledge of the results of any lead tests conducted on the water supply of the property?<br>If yes, please provide test results: <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.dcwater.com/leadmap">https://www.dcwater.com/leadmap</a> ) as of August 2019) as a property with a lead water service line on the private property or in public space?<br>If yes, please provide comments: <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<br>Comments:   |
|                      | 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<br>If yes, please provide date(s) of replacement(s): |
| 5. Electrical System | Does the seller have actual knowledge of any defects in the electrical system, including the electrical fuses, circuit breakers, outlets, or wiring?<br>If yes, please provide test results: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |



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 checked="" type="checkbox"/> No | <input 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 type="checkbox"/> No            | <input checked="" type="checkbox"/> Not applicable |
| & remote controls            | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not applicable |
| Lawn sprinkler system        | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not applicable |
| Water treatment system       | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input 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

1. Exterior Drainage

Does the seller have actual knowledge of any problem with drainage on the property?  
If yes, please provide comments.

Yes  No

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 to any, please provide comments:

3. Wood destroying insects or rodents

Does the seller have actual knowledge of any infestation or treatment for infestations?  
If yes, please provide comments:

Yes  No

Does the seller have actual knowledge of any prior damage or repairs due to a previous infestation?

Yes  No

If yes, please provide comments:

|                 |   |   |
|-----------------|---|---|
| 4. Other issues | Does the seller have actual knowledge of any problem with drainage on the property?<br><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?<br><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?<br><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?<br><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?<br><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?<br><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?<br><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.

Randy S. Crowley  
Seller's Signature

3/28/23  
Date

\_\_\_\_\_  
Seller's Signature

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date



**4. Other Issues**

Does the seller have actual knowledge of any problem with drainage on the property?  
*If yes, please provide comments:*  Yes  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?  
*If yes, please provide comments:*  Yes  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?  
*If yes, please provide comments:*  Yes  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?  
*If yes, please provide comments:*  Yes  No

Has the property been cited for a violation of any historic preservation law or regulation during your ownership?  
*If yes, please provide comments:*  Yes  No

Does the seller have actual knowledge if a facade easement or a conservation easement has been placed on the property?  
*If yes, please provide comments:*  Yes  No

Does the seller have actual knowledge that the property has received a vacant or blighted building exemption?  
*If yes, please state the type of exemption, and when the exemption will expire:*  Yes  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.

Randy S. Crowley  
Seller's Signature

3/29/23  
Date

\_\_\_\_\_  
Seller's Signature

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

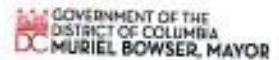
\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date



# LEAD-BASED PAINT DISCLOSURE FORM FOR DC REAL ESTATE SALES



**Purpose:** Inform potential homebuyers of the presence of lead-based paint and related hazards at this property.

**This form is required for properties built before 1978.** This form must be used in addition to the Federal Lead Disclosure form because the DC Law provides additional protections for the purchaser.

- Housing built before 1978 is presumed to contain lead-based paint.
  - Lead from paint, paint chips, and dust may pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women.
  - Lead poisoning in young children may produce permanent neurological damage, learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory.
  - Lead poisoning poses a particular risk to developing fetuses and pregnant women.
- DC Law requires the buyer to have this information **before** they decide to purchase the property.

## Are you a POTENTIAL BUYER?

Review this page carefully before following instructions on page two.

## Are you a PROPERTY OWNER?

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-related legal actions taken against the property.

**Property owners: keep the signed original of this form on record for at least 6 years from the date of the most recent signature,** 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, D.C. Official Code § 8-231.01 et seq., and the Federal Lead Warning Statement, 24 CFR Parts 35 and 745. 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, tenants 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 <http://bit.ly/FederalLead>.

If you need help in your language, please call 202-535-2600. | በአማርኛ እርዳታ ከፈለጉ በ 202-535-2600 ይደውሉ። | Si necesita ayuda en Español, por favor llame 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? 무료 한국어통역: 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  | <ul style="list-style-type: none"> <li>• Complete Sections A and B.</li> <li>• Provide a copy to the buyer.</li> </ul> |
| The potential buyer | <ul style="list-style-type: none"> <li>• Carefully review Section B.</li> <li>• Sign Section C.</li> </ul>             |



**SECTION A: PROPERTY OWNER'S SIGNATURE**

|  |            |                |      |
|--|------------|----------------|------|
| Property Address:  | Unit:      | Washington, DC | ZIP: |
| I am the owner of this property and will truthfully give the answers to the following questions about lead-based paint/hazards in or around this property, and lead reports. |            |                |      |
| Owner Name: Randy Crowley  | Signature: |                |      |
| Owner Name:  | Signature: |                |      |

**SECTION B: INFORMATION ABOUT 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 lead-based paint inside or around the property, including common area(s)?**

|                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/>            | Yes, in the following location(s): _____<br><i>For more space, attach a summary</i>                                     |
| <input checked="" type="checkbox"/> | No; I am not aware of any lead-based paint, but because the property was built before 1978 it is assumed to be present. |

**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?**

|  |  |
|--|--|
| <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes, in the following location(s): _____<br><i>For more space, attach a summary</i> |
|--|--|

**Does DC Government have any pending actions related to lead-based paint for this property?**  
*Check all that apply*

|                          |  |
|--------------------------|--|
| <input type="checkbox"/> | A notice of violation  |
| <input type="checkbox"/> | A notice of lead-based paint hazards   |
| <input type="checkbox"/> | An administrative order to eliminate lead-based paint hazards                  |
| <input type="checkbox"/> | Other notices or orders related to lead-based paint. <b>Please list:</b> _____ |
| <input type="checkbox"/> | There are no pending actions related to lead-based paint at this property.     |

**Are there any reports or documents about lead-based paint or lead-based paint hazards at this property (including in bare soil and sheds, garages, common area(s), or other appurtenances)?**

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

|  |  |
|--|--|
| <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes and I understand I must provide a copy of those documents to the buyer if they ask. |
|--|--|

**SECTION C: BUYER'S ACKNOWLEDGEMENT**

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

|                              |  |
|------------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No, I have already signed a purchase agreement. |
|------------------------------|--|

**I understand I have the right to ask the owner for any reports or documents about lead-based paint or lead-based paint hazards at this property (including on bare soil and sheds, garages, or other appurtenances).**

|       |            |       |
|-------|------------|-------|
| Name: | Signature: | Date: |
| Name: | Signature: | Date: |





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

The Contract of Sale dated \_\_\_\_\_ Address **4444 Connecticut Avenue NW**  
 Unit # **507**, City **Washington**, State **DC**, Zip **20008**  
 Between Seller **Randy Crowley**  
 and Buyer \_\_\_\_\_

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 \_\_\_\_\_  
 UMG

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.

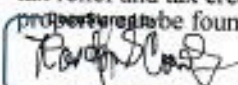
3. **TENANCY:** Seller represents that property  is/was OR  is not/was not subject to an existing residential lease or tenancy at the time Seller decided to sell. District of Columbia broadly defines a tenant as "a tenant, subtenant, lessee, sublessee, or other person entitled to the possession, occupancy, 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)  
 Tenancy Addendum for District of Columbia (5 or More Units)

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 of the ownership 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 tax relief and tax credit information (tax reductions for seniors, homestead exemptions, property tax abatements and others) may be found at: <http://otr.cfo.dc.gov/page/real-property-tax-credits-frequently-asked-questions-faqs>.

  
 Seller

3/28/2023

Date

Seller

Date



**PART II. RESALE ADDENDUM:**

The Contract of Sale dated \_\_\_\_\_, between Seller Randy Crowley 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: [http://otr.cfo.dc.gov/sites/default/files/dc/sites/otr/publication/attachments/sharp%40dc.gov\\_20140909\\_110358.pdf](http://otr.cfo.dc.gov/sites/default/files/dc/sites/otr/publication/attachments/sharp%40dc.gov_20140909_110358.pdf) If Buyer meets the requirements of this program, Buyer will be exempt from Recordation Tax. Additionally, Seller shall credit Buyer an amount equal to what would normally be paid to the District of Columbia as Seller's Transfer Tax to be applied towards Buyer's settlement costs. This credit shall be in addition to any other amount(s) Seller has agreed to pay under the provisions of this Contract. It is Buyer's responsibility to confirm with Lender, if applicable, that the entire credit provided for herein may be utilized. If Lender prohibits Seller from payment of any portion of this credit, then said credit shall be reduced to the amount allowed by Lender.

Buyer  is OR  is not applying for the Tax Abatement Program.

D. **First-Time Homebuyer Recordation Tax Credit:** Buyer  is OR  is not a 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>).

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:  


3/28/2023

Seller \_\_\_\_\_ Date

(Sign only after Buyer)

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

Seller \_\_\_\_\_ Date

(Sign only after Buyer)

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





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

Address 4444 Connecticut Avenue NW  
 City Washington, State DC Zip 20008  
 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: \$ 446.00  
 Parking: \$ \_\_\_\_\_  
 Storage: \$ \_\_\_\_\_  
 Special Assessment: \$ 1,310.00 (complete B below)  
**TOTAL:** \$ \_\_\_\_\_ per \_\_\_\_\_

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

Water/Sewer  Heat  Electricity  Gas  Other \_\_\_\_\_

**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: Repairs to balconies and coating of garage floor
- 2) Payment Schedule: \$ \_\_\_\_\_ per \_\_\_\_\_
- 3) Number of payments remaining \_\_\_\_\_ as of on or before 10/1/23 (Date)
- 4) Total Special Assessment balance remaining: \$ \_\_\_\_\_

Unless otherwise agreed in Part II herein below, Seller agrees to pay at Settlement any existing or levied but not yet collected Special Assessments.

**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: John Peharr Phone: 202 244-8000  
 Address: \_\_\_\_\_  
 Email 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:

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 Previous editions of this Form should be destroyed.



- 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


 \_\_\_\_\_ 3/28/2023 \_\_\_\_\_  
 Seller Date Seller Date

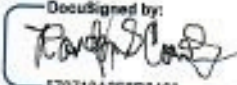
**PART II - RESALE ADDENDUM**

The Contract of Sale dated \_\_\_\_\_, between Seller Randy Crowley 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.



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.

|   |           |       |      |
|---|-----------|-------|------|
| DocuSigned by:<br><br><small>670714429878498</small> | 3/28/2023 |       |      |
| Seller (sign only after Buyer)  | Date      | Buyer | Date |
| Seller (sign only after Buyer)  | Date      | Buyer | Date |