

**BEFORE THE BOARD OF ZONING ADJUSTMENT
OF THE DISTRICT OF COLUMBIA**

Appeal of Ms. Stephanie Wallace

BZA Appeal No. 17747

ANC 3E

Public Hearing: July 15

OPPOSITION'S PRESENTATION EXHIBITS

BOARD OF ZONING ADJUSTMENT
District of Columbia

CASE NO. 17747

EXHIBIT NO. 54
Board of Zoning Adjustment
District of Columbia
CASE NO. 17747
EXHIBIT NO. 54A1

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OF THE DISTRICT OF COLUMBIA**

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1

04-00262

D.C. No.		O.G. No.		PERMIT NUMBER		By	
A. No.		S.L. No.		Ward No.		Receipt No.	

★ ★ ★ GOVERNMENT
OF THE DISTRICT
OF COLUMBIA
BLRA-33
(Rev. 10/91)

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUILDING AND LAND REGULATION ADMINISTRATION; PERMIT PROCESSING DIVISION (727-7050)

APPLICATION FOR CONSTRUCTION PERMITS ON PRIVATE PROPERTY
(PRINT IN INK OR TYPE; DO NOT WRITE IN SHADED AREAS OR ON PAGE 4)

FRANCE TO FILE
Date:

8/9/04

ERASING, CROSSING OUT, WRITING OUT, OR OTHERWISE ALTERING ANY ENTERED INFORMATION WILL VOID THIS APPLICATION

(A) ALL APPLICANTS MUST COMPLETE ITEMS 1 THRU 27

1. Address of Proposed Work: 5013 Belt Rd NW Wash DC 20016		Suite No.:		2. Plot: sub 874		3. Square: 1756		4. Application Date: 7/26/04	
5. Owner of Building or Property: Phanie Wallace		6. Address: (include Zip) 5013 Belt Rd NW Wash DC 20016				7. Phone: 202 686 5309 Work: 202 374 8243 Home:			
8. Agent for Owner: (if applicable)		9. Address: (include Zip)				10. Phone: Work: Home:			

11. Type of Proposed Work (check all applicable boxes):

- | | | |
|--|---|--|
| ☐ New Building | ☐ Retaining Wall | ☐ Garage |
| ☒ Addition | ☐ Fence | ☐ Sign |
| ☐ Alteration and Repair | ☐ Shed | ☐ Other (Specify) _____ |
| ☐ Raze Building | ☐ Awning | |

12. Description of Proposed Work:
addition to single family house to include new kitchen, family room, master suite, baths, attic + basement
E.C. Fee Inside **CAB** 11/03/04

13. Existing Use(s) of Building or Property: Home SFD		14. Ex. No. of Stories of Bldg.: 2		15. Ex. No. of Dwelling Units: 1		Official Use Only Miscellaneous FEE By: _____ Date: _____	
16. Proposed Use(s) of Building or Property: Home SFD		17. Prop. No. of Stories of Bldg.: 3		18. Prop. No. of Dwelling Units: 1			
19. Starting Date of Work: 9/1/04		20. Completion Date of Work: 3/1/04		21. Method of Removing Construction Debris: ☒ Pick-up Truck ☐ Dumpster ☐ Other (specify): _____		22. Does the proposed work involve disturbing the earth or razing a building? ☒ Yes, answer q. 23 ☐ No, SKIP q. 23-27	
23. Is the area of disturbed earth more than 50 sq. ft. ☒ Yes, answer q. 24-25 ☐ No, SKIP q. 24-25		24. Soil Erosion Control Methods: Soil Fencing		25. Area of Offsite Drainage: sq. ft.		26. No. of Footings or Columns: 1	
						27. Size of Footings of Columns: sq. ft.	

ALWAYS SIGN THE APPLICATION ON PAGE 3 (SECTION I).

- Complete Section B if the proposed work is new building, addition or alteration. (Page 2)
Complete Section C if the proposed work is razing a building. (Page 2)
Complete Section D if the proposed work is a retaining wall. (Page 2)
Complete Section E if the proposed work is a fence. (Page 3)
Complete Section F if the proposed work is a shed/garage. (Page 3)
Complete Section G if the proposed work is an awning. (Page 3)
Complete Section H if the proposed work is a sign. (Page 3)

OFFICIAL USE ONLY			
R	P	H	A
M	2103-C		
P			
E			
S			
W: ☐ Yes ☐ No PLANS: ☐ No ☐ Sm ☐ Lt			

(B) NEW BUILDING, ADDITION, & ALTERATION (COMPLETE ITEMS 28 THRU 60)

28. Applicant's Name: <u>Martin Cizler</u>		29. Lic. No.: <u>0012918</u>	30. Architect's Address: (include Zip) <u>Germantown 12530 milestone manor lane MD 20876</u>		31. Phone: <u>703 267 6748</u>
29. Applicant's Name:		33. Lic. No.:	34. Engineer's Address: (include Zip)		35. Phone:
30. Building Contractor's Name: <u>TBD</u>		36A. Lic. No.:	37. Contractor's Address:		38. Phone:
31. Type of Construction: Masonry ☐ Steel ☐ Fully Sprinklered ☐ Standpipe System ☐ Wood ☐ Other: ☐ Partially Sprinklered ☒ None ☐ Concrete ☐ Other: ☐		40. Fire Suppression: 41. Booster Pump: ☐ New ☐ Existing ☒ None		42. Total Lot Area: <u>4500</u> sq. ft.	43. Breakdown of Lot Area (= 100%): a. Building: <u>29</u> % b. Paved Area: <u>05</u> % c. Greenery: <u>66</u> %
32. Present Gross Floor Area of Bldg.: <u>1019</u> sq. ft.		45. Proposed Gross Floor Area of Bldg.: <u>3419</u> sq. ft.		46. Floors involved in this permit: ☐ All ☒ Floors <u>3</u>	
33. Number and type of projection: <u>roof projection only</u>		49. Distance of projection:		50. Width of projection:	
34. Water or Sewer excavation? ☒ Yes ☐ No		54. Driveway Construction? ☐ Yes ☒ No		55. Sheeting/Shoring Necessary? ☐ Yes ☒ No	
35. Elevators involved? ☐ Yes, answer q. 57 ☒ No, SKIP q. 57		56. No. and type of elev.:		57. Plans Certified by Engineer? ☐ Yes, cert. is attached ☐ No	

36. Estimated Cost of Work: New/Add.: \$ <u>150,000</u> Alt/Rep.: \$ <u>60,000</u> Total: \$ <u>210,000</u>		OFFICIAL USE ONLY			
37. Volume of New Bldg. or Addition: <u>26000</u> cubic ft.		Alter/Repair FEE: <u>\$1230.00</u>		New Const. FEE: <u>\$780.00</u>	
		Filing Fee: <u>\$210</u>		TOTAL PERMIT FEE: <u>\$1800.00</u>	
By: <u>both</u> Date: <u>12/8</u>		By: <u>both</u> Date: <u>12/8</u>		By: <u>W</u> Date: <u>9/6/04</u>	

(C) RAZING A BUILDING (COMPLETE ITEMS 61 THRU 83)

61. Raze Contractor's Name:		62. Contractor's Address: (include Zip)		63. Phone:	
64. Insurance Company:		65. Policy or Certif. No.:		66. Expir. Date:	
67. Raze Method:		68. Building Material:		69. Raze Entire Building? ☐ Yes ☐ No	
70. Building Conderned? ☐ Yes ☐ No		70A. Building Vacant? ☐ Yes ☐ No		71. Public Space Vault? ☐ Yes ☐ No	
72. Disconnect Water and/or Sewer? ☐ Yes ☐ No		73. Size of Water Connection: _____ in.		74. Plumber's Name:	
75. Lic. No.:		76. Length: _____ ft.		77. Width: _____ ft.	
78. Height: _____ ft.		79. Volume: _____ cu. ft.		80. Party Wall? ☐ Yes ☐ No	
81. Asbestos in the Building? ☐ No ☐ Yes, Location _____		82. Raze Contractor Signature:		83. Owner's Signature:	

(D) RETAINING WALL (COMPLETE ITEMS 84 THRU 93)

84. Cost of Work:		85. Material:		86. Height: _____ ft.	
87. Color:		88. Location: ☐ Entirely on Owner's Land ☐ Party Line with Adjacent Neighboring Land		89. Signature of Adjoining Owner:	
90. Phone: Work _____ Home _____		91. Address of Adjoining Owner:		92. Lot: _____ 93. Square: _____	

* If party wall, the owner of the adjoining property must agree to the erection of the retaining wall and this application.

OFFICIAL USE ONLY		
FEE	By:	Date:

CONTRACT AGREEMENT

Name of Contractor/Owner Stephane Wallace Contractor's License No. _____

Address of Contractor/ Owner 5013 Belt Rd NW Wash DC 20016 Date: 7/26/04

ADDRESS OF PROPOSED WORK <u>5013 Belt Rd NW Washington Dc 20016</u>	LOT: <u>846</u> SQUARE: <u>1754</u>
OWNER OF BUILDING OR BUSINESS: <u>Stephane Wallace</u>	PHONE No: <u>2026865309</u>
DESCRIPTION OF PROPOSED WORK: <u>addition to include New Kitchen, Family Room, Master bedroom, baths, basement & attic</u>	

COST ESTIMATE

CONSTRUCTION e.g drywall, ceilings, framing, carpentry etc	\$ <u>125,000</u>	
ELECTRICAL	\$ <u>25,000</u>	
MECHANICAL	\$ <u>22,000</u>	
PLUMBING	\$ <u>30,000</u>	
FIRE PROTECTION e.g sprinkler system, fire alarm system, generator etc.	\$	
DEMOLITION	\$ <u>8,000</u>	
MISC/OTHER (please specify)	\$	
TOTAL	\$ <u>210,000</u>	

The labor and material costs of counter tops, kitchen cabinets, floor coverings, tile work, caulking, patching and plaster repair, painting other than fire retardant paint, gutters and downspouts, not more than 160 square feet of gypsum board shall not be included in the cost estimate for permitting purposes. The entire list can be seen in the 1999 D.C Building Supplement Chapter 1 Section 107.3.

The foregoing terms, specifications and conditions are satisfactory and hereby agreed to. You are authorized to work as specified and payment will be made in the amount as outlined. Upon signing this agreement, the owner represents and warrants that he or she is the owner or the authorized agent of the owner of the aforesaid premises and that he or she has read this agreement.

CONTRACTOR _____	Date: _____
Signature & print	
OWNER OF BUILDING/BUSINESS _____	Date: <u>7/26/04</u>
Signature & print	

Upon signing this document, the owner and contractor declare that the cost of construction as specified above for the referenced project is true and correct to the best of their knowledge

DISTRICT OF COLUMBIA GOVERNMENT
OFFICE OF THE SURVEYOR

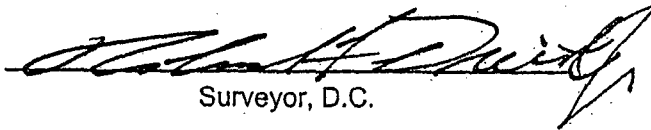
Washington, D.C., May 11, 2004

Plat for Building Permit of: SQUARE 1756 SITE PER SUB

Scale: 1 inch = 20 feet

Receipt No. 11535

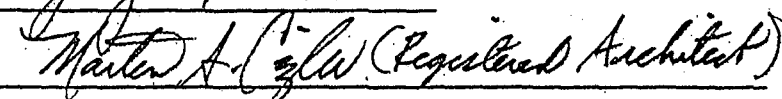
Furnished to: STEPHANIE WALLACE


Surveyor, D.C.

By: B.D.M. *B.M.*

I hereby certify that all existing Improvements shown hereon, are completely dimensioned, and are correctly platted; that all proposed buildings or construction, or parts thereof, including covered porches, are correctly dimensioned and platted and agree with plans accompanying the application; that the foundation plans as shown hereon is drawn, and dimensioned accurately to the same scale as the property lines shown on this plat; and that by reason of the proposed improvements to be erected as shown hereon the size of any adjoining lot or premises is not decreased to an area less than is required by the Zoning Regulations for light and ventilation; and it is further certified and agreed that accessible parking area where required by the Zoning Regulations will be reserved in accordance with the Zoning Regulations, and that this area has been correctly drawn and dimensioned hereon. It is further agreed that the elevation of the accessible parking area with respect to the Highway Department approved curb and alley grade will not result in a rate of grade along centerline of driveway at any point on private property in excess of 20% for single-family dwellings or flats, or in excess of 12% at any point for other buildings. (The policy of the Highway Department permits a maximum driveway grade of 12% across the public parking and the private restricted property.)

Date:

July 30, 2004

(Signature of owner or his authorized agent)

NOTE: Data shown for Assessment and Taxation Lots or Parcels are in accordance with the records of the Department of Finance and Revenue, Assessment Administration, and do not necessarily agree with deed description.

DEPARTMENT OF CONSUMER & REGULATORY AFFAIRS
Building and Land Regulation Administration

ENVIRONMENTAL INTAKE FORM

Project Name:	Project Address:	Lot:	Square:
	5013 Bell Bld	846	1756
Filed Job Application # (if applicable):	Project Description:		
	addition to single family home		

Owner: Stephanie Wallace Date: _____

Owner's address and phone #: 5013 Bell Bld Washington DC

Authorized agent: Stephanie Wallace

Address and Phone # of authorized agent: 202 686 5309

Scope of the Project	Yes	No	Instructions
1. Is this a solid waste facility?		☒	If yes, see EIS Coordinator
2. Does the owner of this site own adjacent or abutting property?		☒	If yes, submit a site plan to EIS Coordinator, DCRA. If no plan exists, submit written explanation to EIS Coordinator, DCRA.
3. Does the owner of this site plan to acquire property that is adjacent to or abutting this site within the next three years?		☒	If yes, submit a site plan to EIS Coordinator, DCRA. If no plan exists, submit written explanation to EIS Coordinator, DCRA.
4. Is additional activity planned by the applicant for this site or any site within the same square during the next three years that requires a permit?		☒	If yes, submit a site plan to EIS Coordinator, DCRA. If no plan exists, submit written explanation to EIS Coordinator, DCRA.
5. Is this a residential project within the R-1 through R-5-A zoning districts?	☒		If yes, skip to signature line.
6. Is this project a single-family residence that is not in conjunction with the building of two or more units?			If yes, skip to signature line.
7. Is this project an accessory structure such as a garage, patio, swimming pool or fence?			If yes, skip to signature line.
8. Is the project solely an interior renovation with no change in the use or capacity of the structure being renovated?			If yes, skip to signature line.
9. Is the project located in an Economic Development Zone, as defined in DC Code 5-1401 et seq (DC Law 7-177)?			If yes, skip to signature line.
10. Is the project located within the Central Employment Area as defined in DC Zoning Regulations? (Title 11DCMR)			If yes, skip to signature line.
11. Does the project involve only the operation, repair, maintenance, or minor alteration of public structures, facilities, mechanical equipment, or topographical features and involve negligible or no expansion of use beyond that previously existing?			If yes, skip to signature line.
12. Has an Environmental Impact Statement (EIS) been prepared pursuant to the National Environmental Policy Act of 1969 (NEPA), or a determination made that no EIS is needed, or has the functional equivalent of an EIS been prepared?			If yes, submit documentation to EIS Coordinator, DCRA.

-OVER-

Scope of the Project	Yes	No	Instructions
13 Is an exemption claimed from the requirement to submit an Environmental Impact Screening Form pursuant to Title 20, Sec. 7202 that is not referred to in this form? If yes, describe the exemption and cite the relevant section of the regulations on an attachment.			If yes, describe on an attachment and submit to EIS Coordinator, DCRA.
14 Does the total cost of the project exceed \$1.42 million, including site preparation and construction?			If yes, and no exemption claimed, Environmental Impact Screening Form (EISF) required.
15 Is the cost of this project \$1.42 million or less? If yes, please answer all of the following questions			If yes, complete A through G.
A Does the project site contain any species of plant or animal that is identified as threatened or endangered?			If yes, EISF required.
B Are any streams, lakes, ponds, springs or wetlands within 100 feet of the project site?			If yes, EISF required.
C Will the project result in an emission of odorous or other air pollutants from any source, including VOCs?			If yes, EISF required.
D Will this action involve the use, production or disposal of hazardous substances as defined in 20 DCMR 7299?			If yes, EISF required.
E Will construction be on land where the depth to the water table is less than 3 feet?			If yes, EISF required.
F Will blasting occur as part of the project?			If yes, EISF required.
G Will the project generate medical, infectious, radioactive or hazardous waste?			If yes, EISF required.

I certify that all of the statements on this application are true and complete to the best of my knowledge and belief. I agree to comply with all applicable laws and regulations of the District of Columbia. The making of false statements on this application is punishable by criminal penalties. (DC Code Sec. 22-2514)

Signature of Owner/Authorized Agent: _____

Date: 7/26/04

OFFICIAL USE ONLY	
Environmental Impact Screening Form required: Yes <u>No</u>	Referred to EIS Coordinator _____
DCRA Reviewer _____	Date <u>8/11/04</u>
If yes, submit to EIS Coordinator Department of Consumer and Regulatory Affairs Building and Land Regulation Administration	
Comments _____	

NOTE: APPROVAL OF A BUILDING PERMIT IS NOT SYNONYMOUS WITH APPROVAL OF AN ACTION OR ENTIRE PROJECT UNDER THE ENVIRONMENTAL POLICY ACT OF 1989. IF THE APPLICANT BUILDS ON THE SAME, ADJACENT OR ABUTTING PROPERTY OR EXPANDS UPON THE WORK DESCRIBED IN THE INSTANT APPLICATION OR PLANS AND SPECIFICATIONS WITHIN THREE YEARS, AN ENVIRONMENTAL IMPACT SCREENING FORM MAY BE REQUIRED FOR THE ENTIRE PROJECT, INCLUDING THE PORTION ENCOMPASSED BY THIS APPLICATION AND PERMIT APPROVAL. FURTHER, IF THE ACTION IS IN VIOLATION OF ANY FEDERAL OR DISTRICT LAWS PERTAINING TO THE ENVIRONMENT, AN EISF CAN BE REQUIRED.

TO REPORT WASTE, FRAUD, OR ABUSE BY ANY DC GOVERNMENT OFFICE OR OFFICIAL, CALL THE INSPECTOR GENERAL ON 1-800-521-1639

4/2004

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Premo Building & Remodeling, Inc.
P.O. Box 147
Beallsville, MD 20839
(301) 972-7500 Fax (301) 972-7500

April 6, 2005

Mary Grumbine and Jack Simmons
3952 Garrison St., NW
Washington, DC 20016

Dear Mr. Simmons and Ms. Grumbine,

I am writing to you to once again apologize for trespassing on your private property. As I explained when we met, there was a miscommunication between myself and Ms. Wallace. We had no intention of using your driveway without permission.

As you probably are aware, having permission to use your driveway would be very helpful to me and my crew as well as expedite the construction process.

I hope that this mistake has not caused ill will between yourselves and Ms. Wallace. It was never my intention to trespass and once again, I am sorry.

Sincerely,

A handwritten signature in black ink, appearing to read 'Allen Premo', with a stylized flourish at the end.

Allen Premo

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DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUILDING AND LAND REGULATION ADMINISTRATION
BUILDING INSPECTION DIVISION

STOP WORK

ADDRESS : 5013 Belt Pl N.W.

VIOLATION: (Section/s) DCMR 12 SECT. 114.1 Working beyond scope.
Raising of building. Need to resubmit plans and plat.

OPER Permits SHALL BE OBTAINED AND OR POSTED PRIOR TO THE CONTINUATION OF ANY WORK.
AND ALL PERSONS ACTING CONTRARY TO THIS NOTICE SHALL BE SUBJECT TO A FINE/PROSECUTION OR BOTH.

APPLICATION FOR PERMIT(S) MUST BE FILED OR REMOVAL OF VIOLATION MUST OCCUR WITHIN 3 days
DAYS/DAYS FROM THE POSTING OF THIS NOTICE.

☒ Construction
442-4641

☐ Electrical
442-4643

☐ Plumbing
442-4642

☐ Elevator
442-4634

☐ Boiler
442-4630

Post

3-17-05

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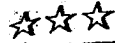
Time

Date

Official

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06-000082



GOVERNMENT OF
THE DISTRICT
OF COLUMBIA

BLRA 150

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS

BUILDING AND LAND REGULATION ADMINISTRATION
941 NORTH CAPITOL STREET, N.E., 2ND Floor
WASHINGTON, DC 20002

QUEUE #
152

APPLICATION FOR CONSTRUCTION PERMITS ON PRIVATE PROPERTY

AP No
91338

B

5 W O

1. DATE: 3/10/06	2. ADDRESS of PROJECT: 5013 Belt Road, NW	3. LOT: 0846 Site Per Sub	4. SQUARE: 1756	5. SUITE:	6. WARD 3	7. ZONE R-1-B
8. OWNER OF BUILDING: Stephanie Wallace		9. ADDRESS: Send Comments to Agent 5013 Belt Road, NW, Washington, DC 20016		10. PHONE No. 202-374-8243		
11. AGENT FOR OWNER: James F. Smith, Mr. Permit, L.L.C., Agent		12. ADDRESS: 1339 14th St., NW, #3, Washington, DC 20005, email jim@mrpermit.com		13. PHONE No: 202-462-7662		
BUILDING CODE DATA						
14. TYPE OF WORK: ☐ New Building ☐ Addition ☐ Alteration ☐ Repair ☐ Revision ☐ Tenant layout ☐ Interior Work Only ☒ Other Amendment		15. EXISTING USE GROUP OF BUILDING: R-4		16. Exist Dwell. Units. 1		
		17. PROPOSED USE GROUP OF BUILDING: R-4		18. Prop. Dwell. Units 1		
19. Description of Proposed Work: Revise building permit number #B46020 to delete the foundation drawing and the cross section elevation and substitute a revised basement structural drawing and revised cross section elevation drawing. This permit revision will raise the house up by approximately four feet. (#B471334, 10/4/05)						
20. Exist No. of Stories Above Grade. 2 + b	21. Proposed No. of Stories Above Grade. 2 + b	22. Exist No. of Stories Below Grade. 0	23. Proposed No. of Stories Below Grade. 0			
ZONING REGULATION DATA						
24. Exist. Use(s) Single Family Dwelling			25. Exist. No. of Stories 2 + b	26. Exist. Cellar levels. 0		
27. Prop. Use(s). Single Family Dwelling			28. Prop. No. of Stories 2 + b	29. Prop. Cellar levels. 0		
OWNER: I hereby certify that I am the owner of the property; that the application and plans are complete and correct to the best of my knowledge; and that if a permit (or permits) is issued, the construction will conform to the D.C. Construction Codes, the Zoning Regulations, and other applicable laws and regulations of the District of Columbia.						
Signature of Owner. _____ Print _____ Date _____						
Agent: I hereby certify that I have the authority of the owner to make this application. I declare that the application and plans are complete and correct to the best of my knowledge. The owner has assured me that if a permit (or permits) is issued, the construction will conform to the D.C. Construction Codes, the Zoning Regulations and other applicable laws and regulations of the District of Columbia.						
Signature of Agent: _____ Print Jim Smith _____ Date 3/10/2006						

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GOVERNMENT OF THE DISTRICT OF COLUMBIA
BUILDING INSPECTION DIVISION
(Rev. 10/17)

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUILDING AND LAND REGULATION ADMINISTRATION
BUILDING INSPECTION DIVISION

File

\$4,000.00 or More!!!

All Work **STOP WORK** All Work

ADDRESS : 5013 Belt Rd NW
Exceeding Scope of Raze Permit Took down

VIOLATION: (Section/s) Entire House: Exceed Scope of Building Permit. Building All New SFD. Ongoing Work. Not a Raze Permit. Plans on site!!! Stop Work Order Posted

PROPER Permits/Plans SHALL BE OBTAINED AND OR POSTED PRIOR TO THE CONTINUATION OF ANY WORK. ANY AND ALL PERSONS ACTING CONTRARY TO THIS NOTICE SHALL BE SUBJECT TO A FINE/PROSECUTION OR BOTH.

APPLICATION FOR PERMIT(S) MUST BE FILED OR REMOVAL OF VIOLATION MUST OCCUR WITHIN 0 HOURS/DAYS FROM THE POSTING OF THIS NOTICE.

☒ Construction 442-4641 ☐ Electrical 442-4643 ☐ Plumbing 442-4642 ☐ Elevator 442-4638 ☐ Boiler 442-4630

3:00 PM 3/21/07
Time Date Official

00000 wd-281
MR. Jones 442-8647 442-5 top Letren

photos by: Nell Letren

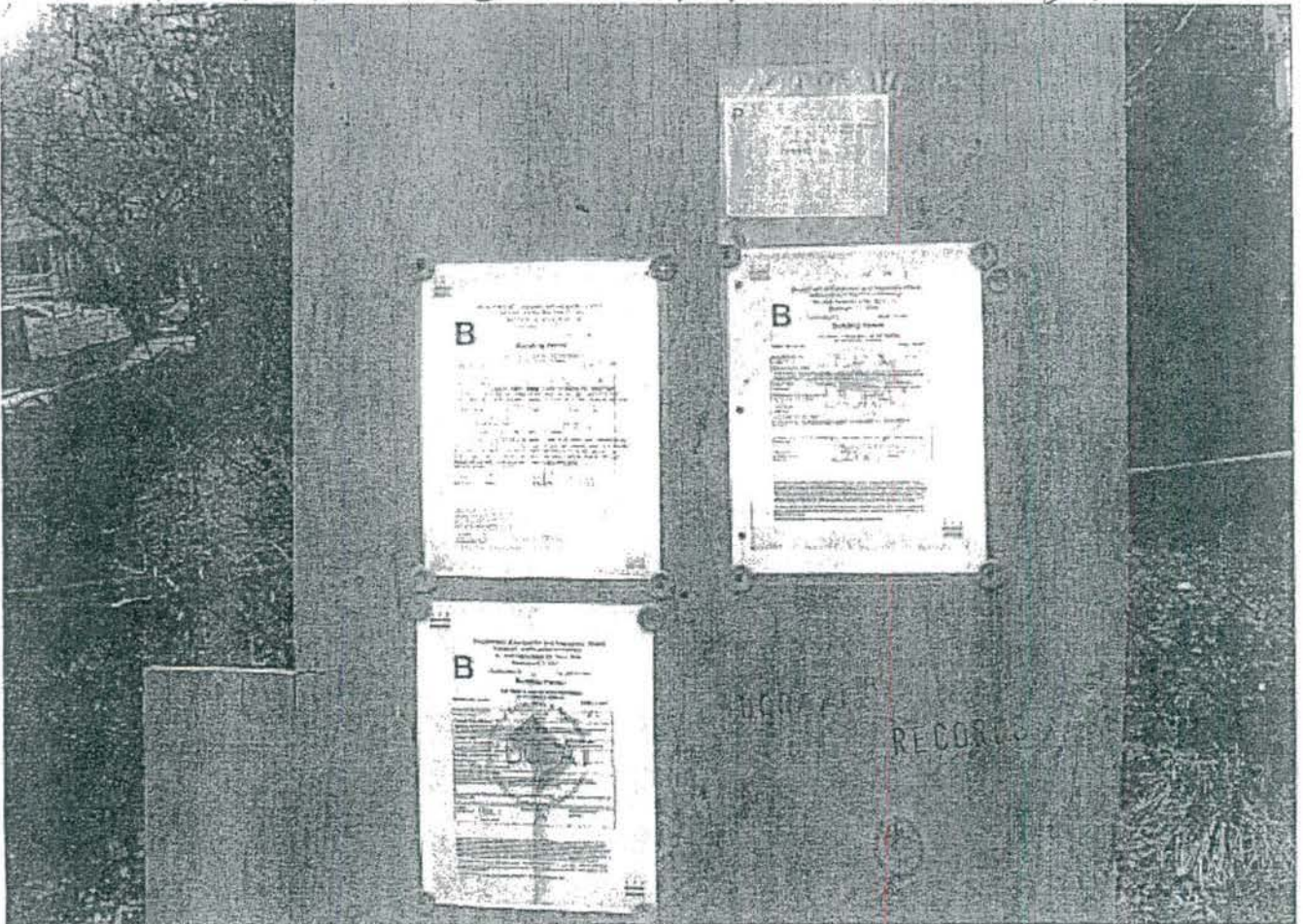
3/21/01

pg. 10 of 10

permits
f. g.



No Raze Permit No Permit For New SFD



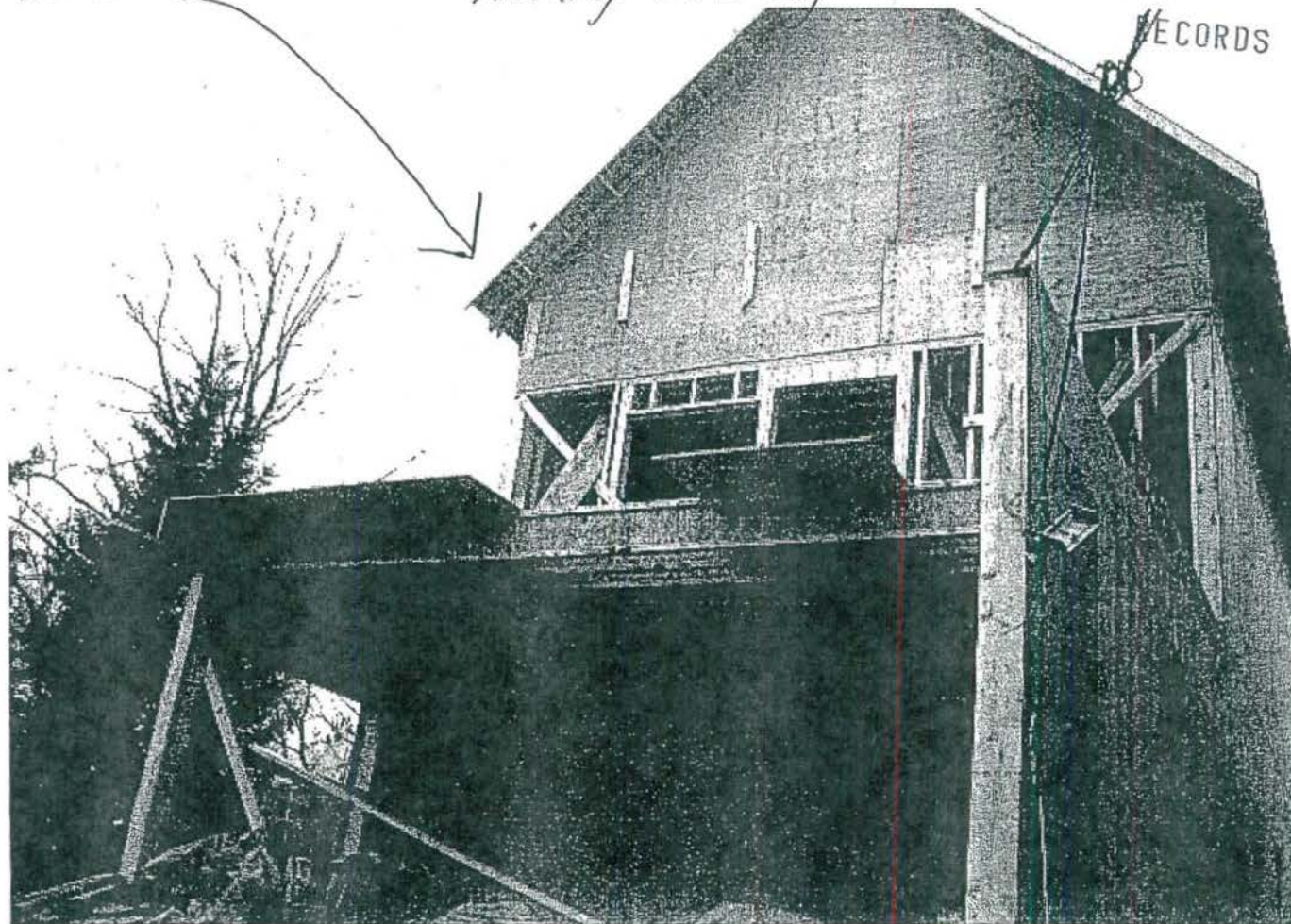


All New

Nothing Existing

2004/FOIA

RECORDS





All New

Nothing Existing



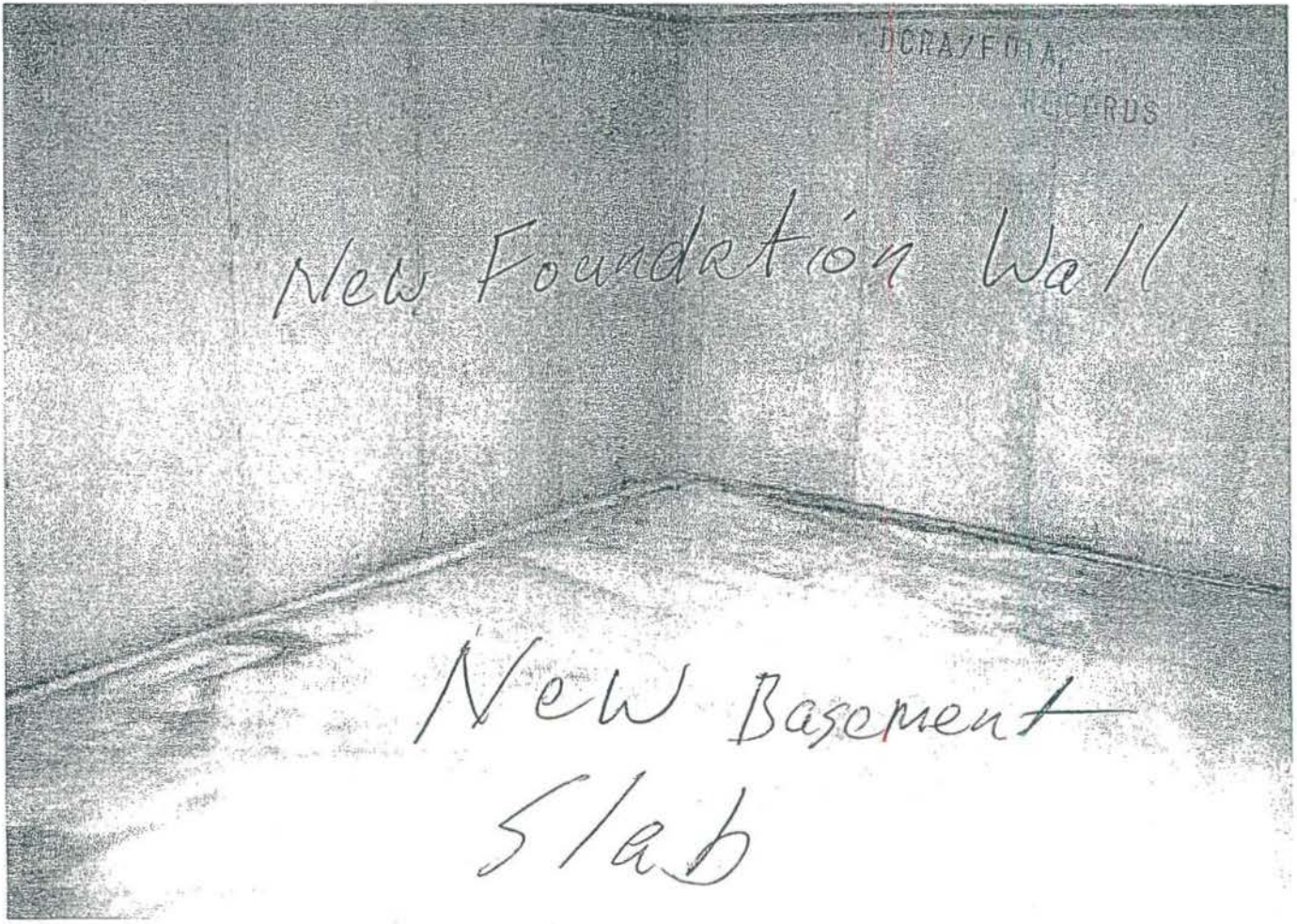
Right Side

DCRA/FOIA
RECORDS



Right Side

AI?
New



DCRA/FOIA
RECORDS

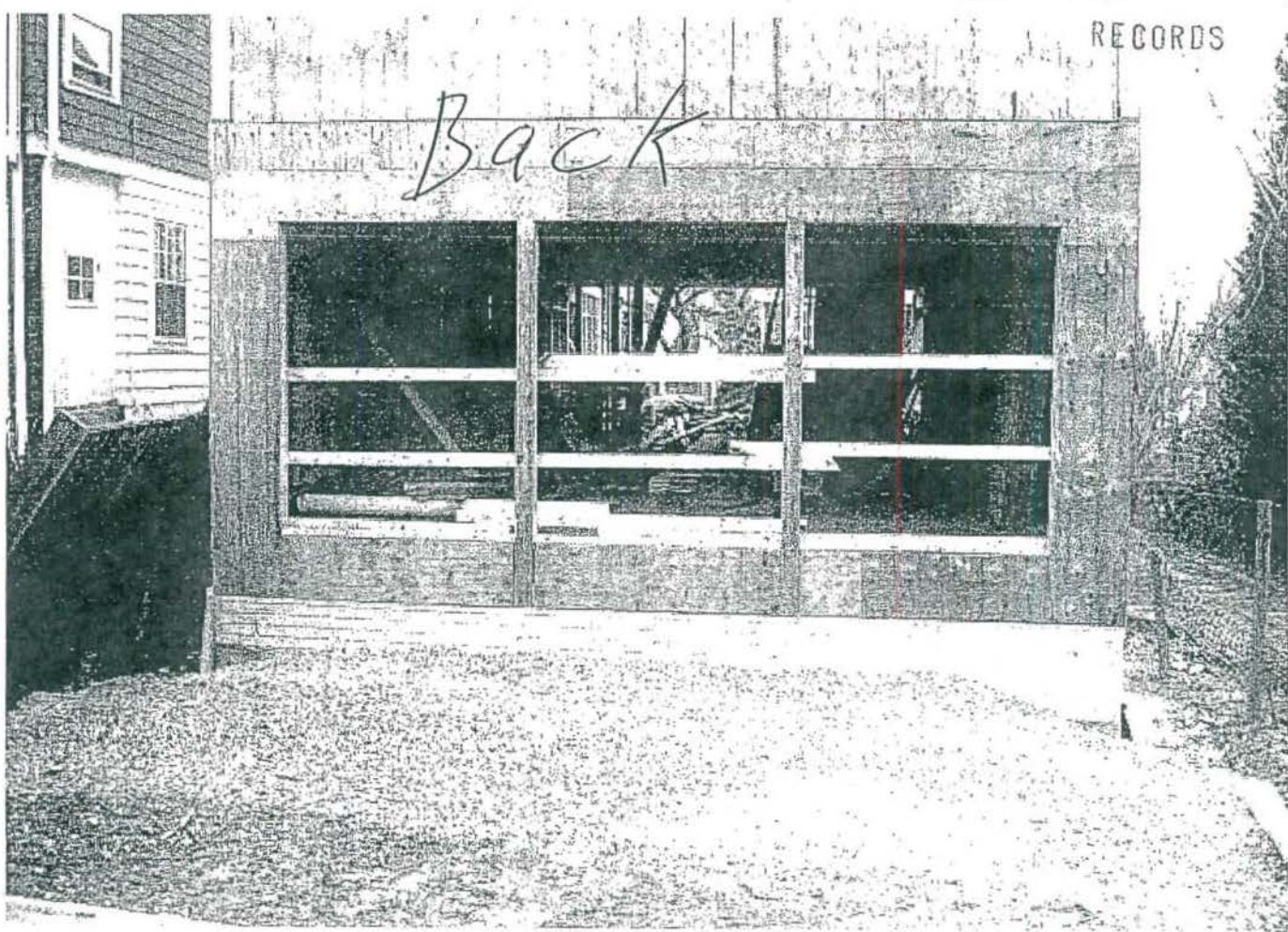
New Foundation Wall

New Basement
Slab

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DCRA/FOTA



RECORDS

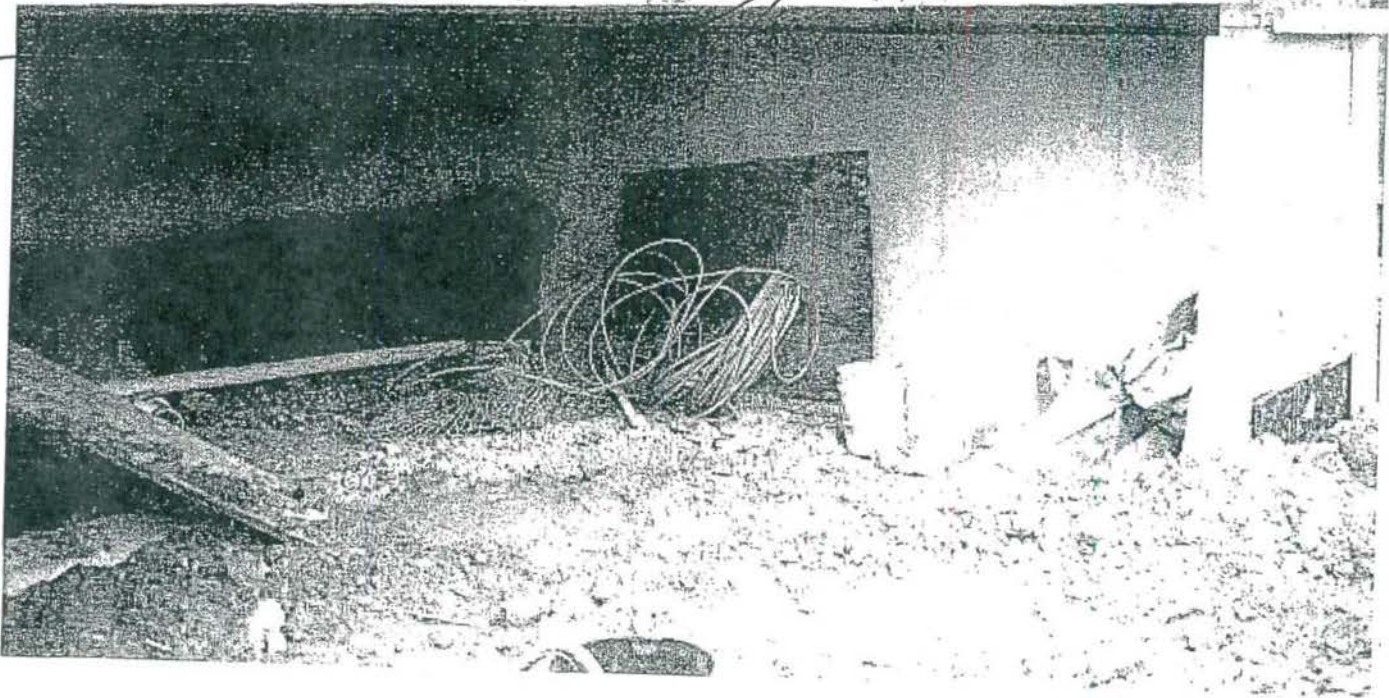
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All New Front

DCRA/FOIA

RECORDS



Left Side



All New

RECORDS

Left Side
Foundation Wall



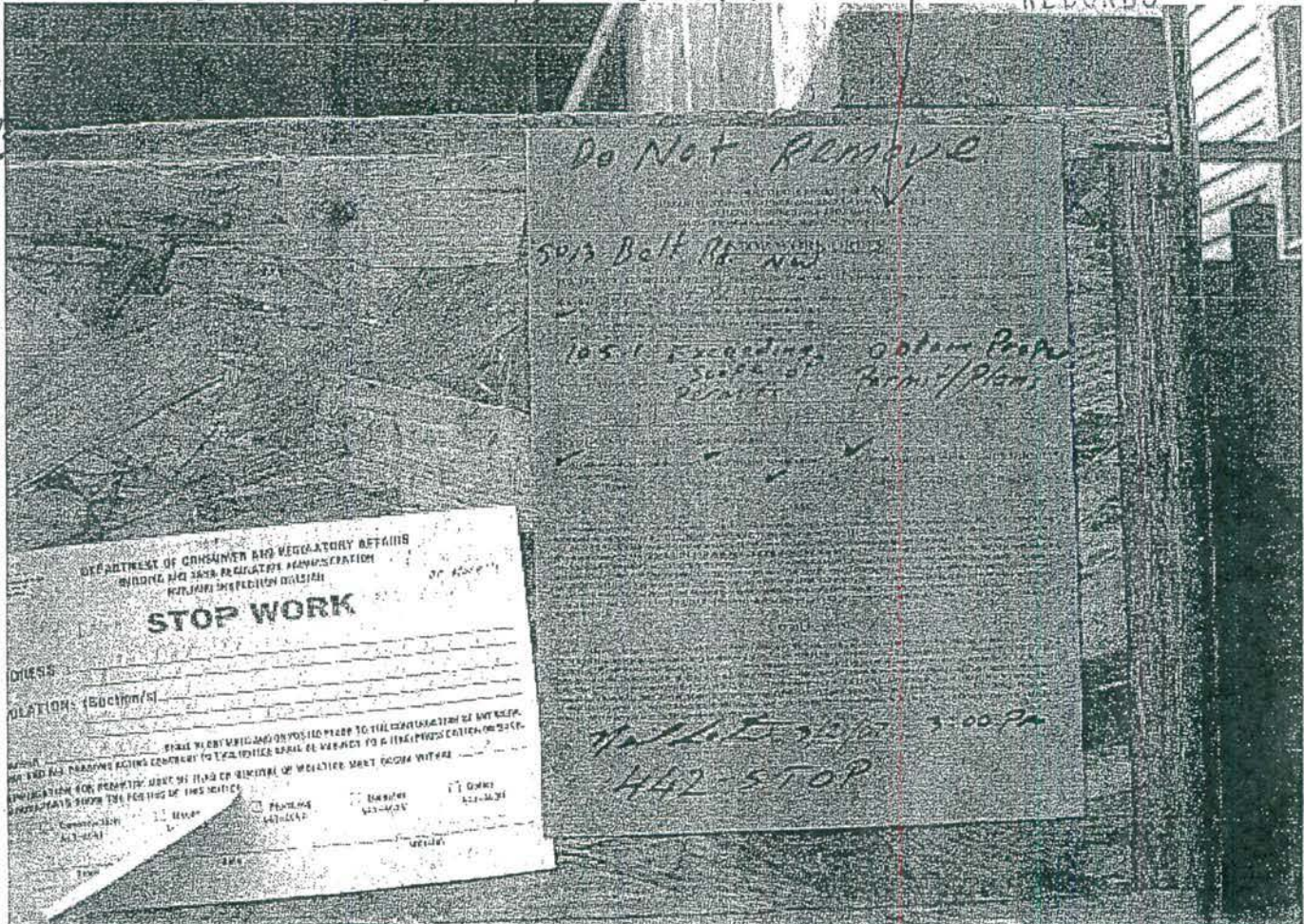
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SWO Posting On site

DCRA/ESL

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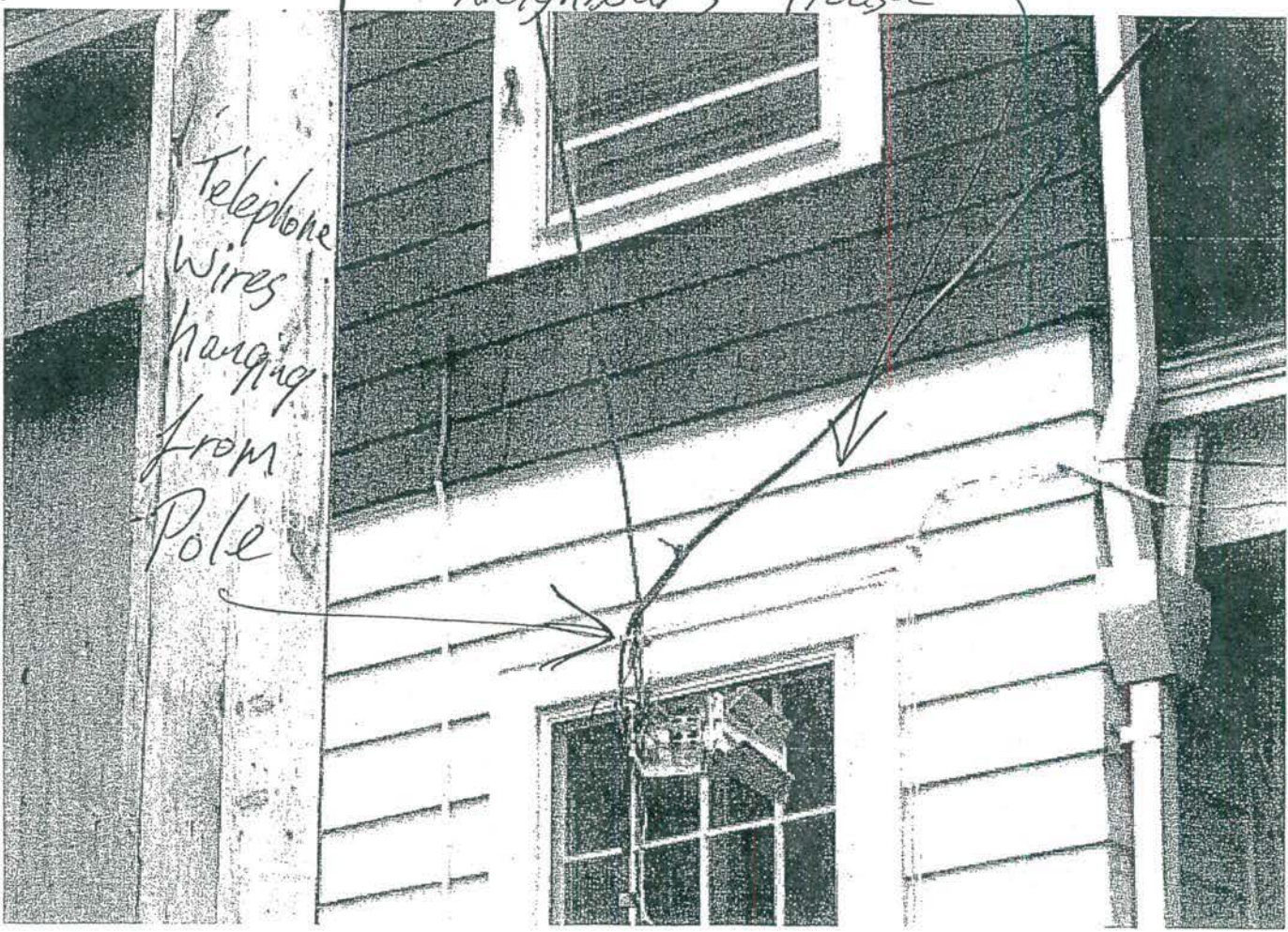


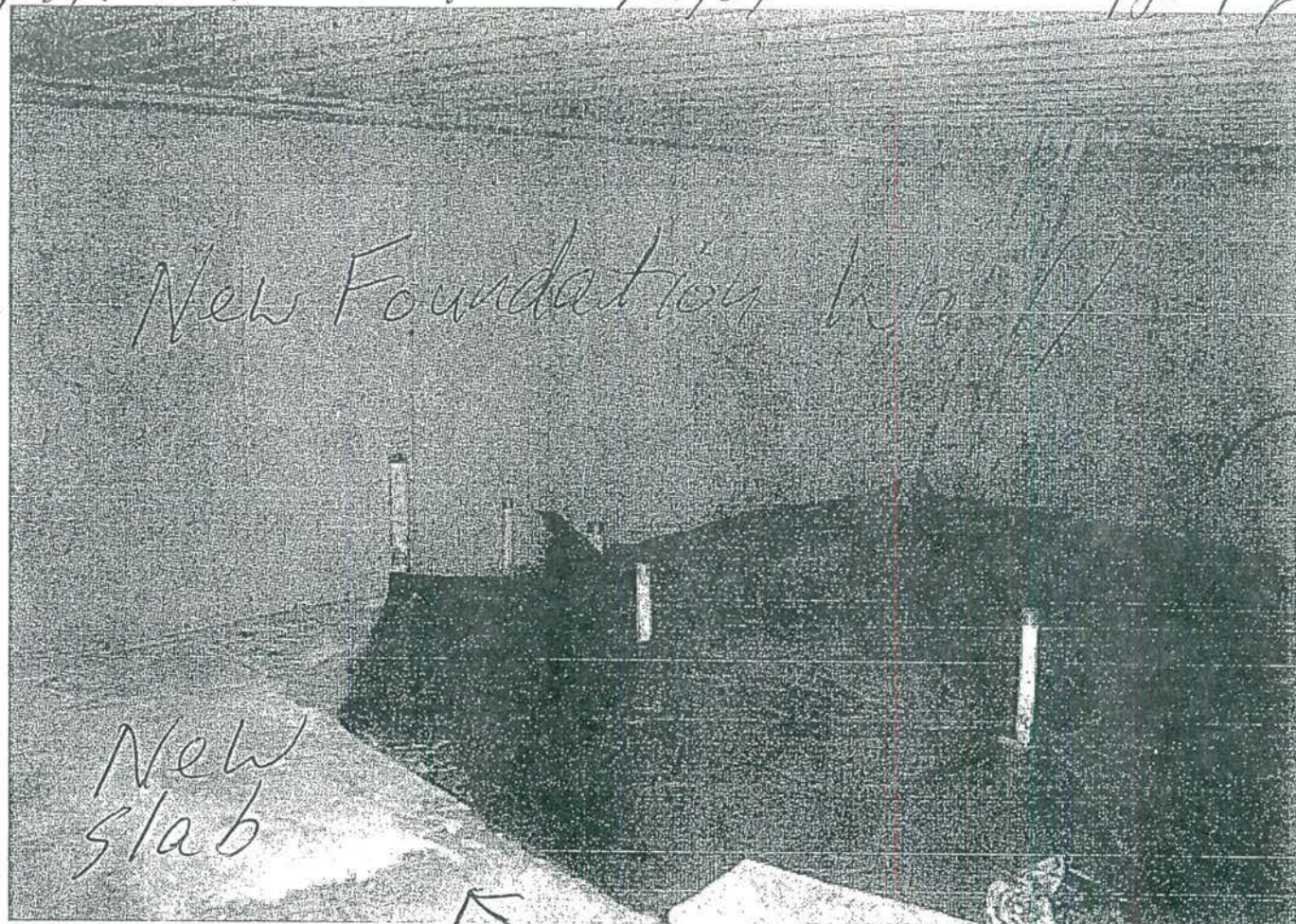
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Neighbour's House

RECORDS





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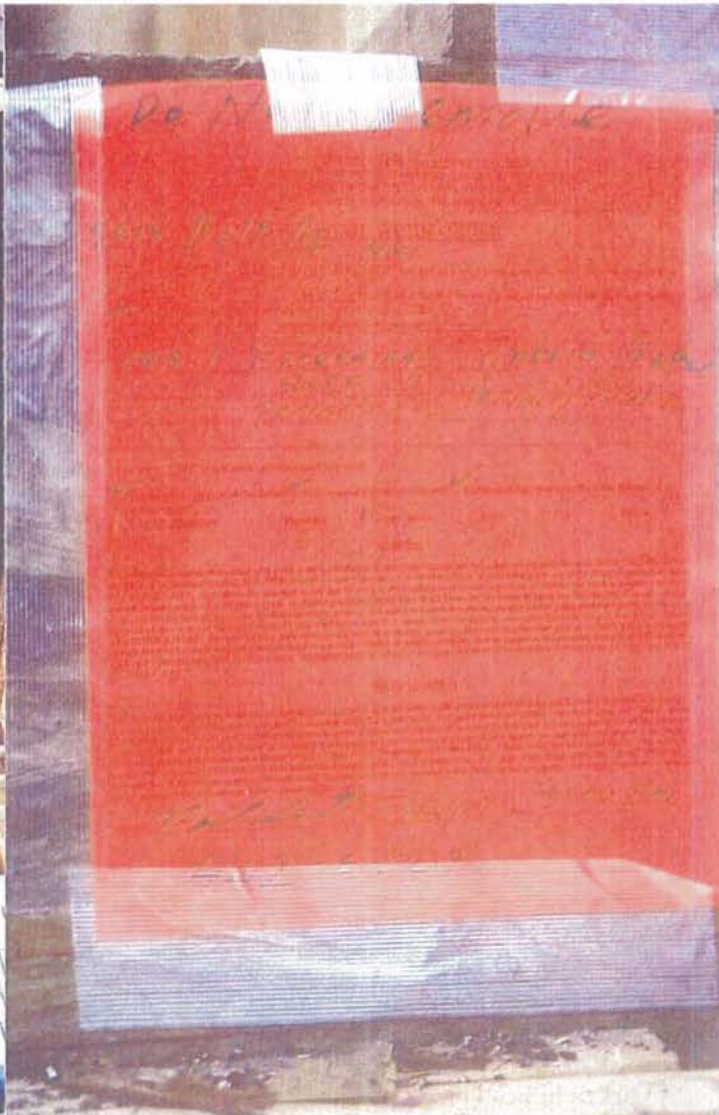


Basement

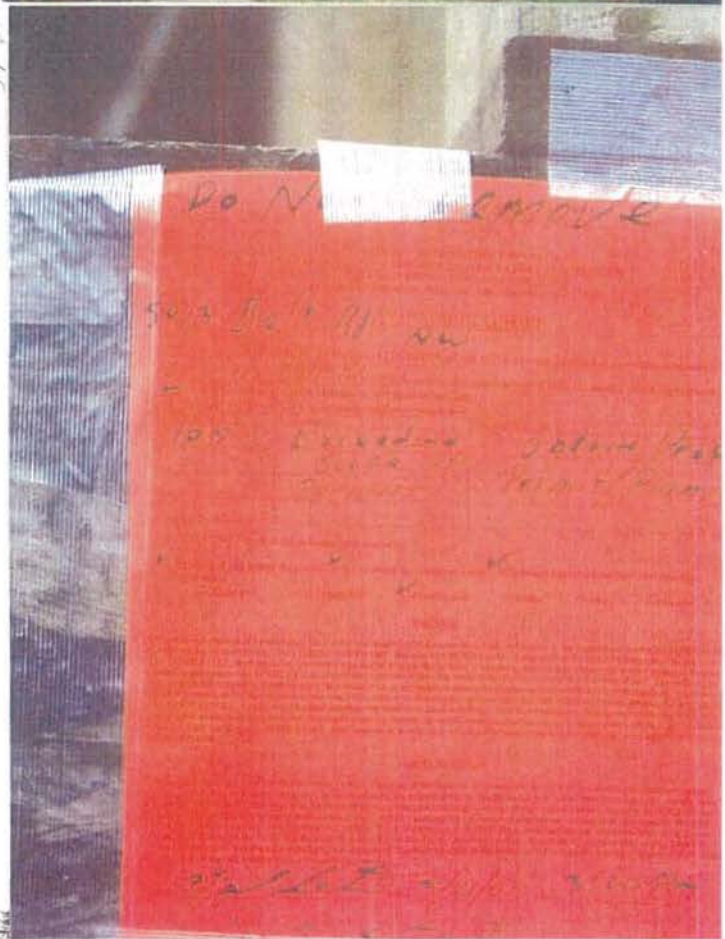
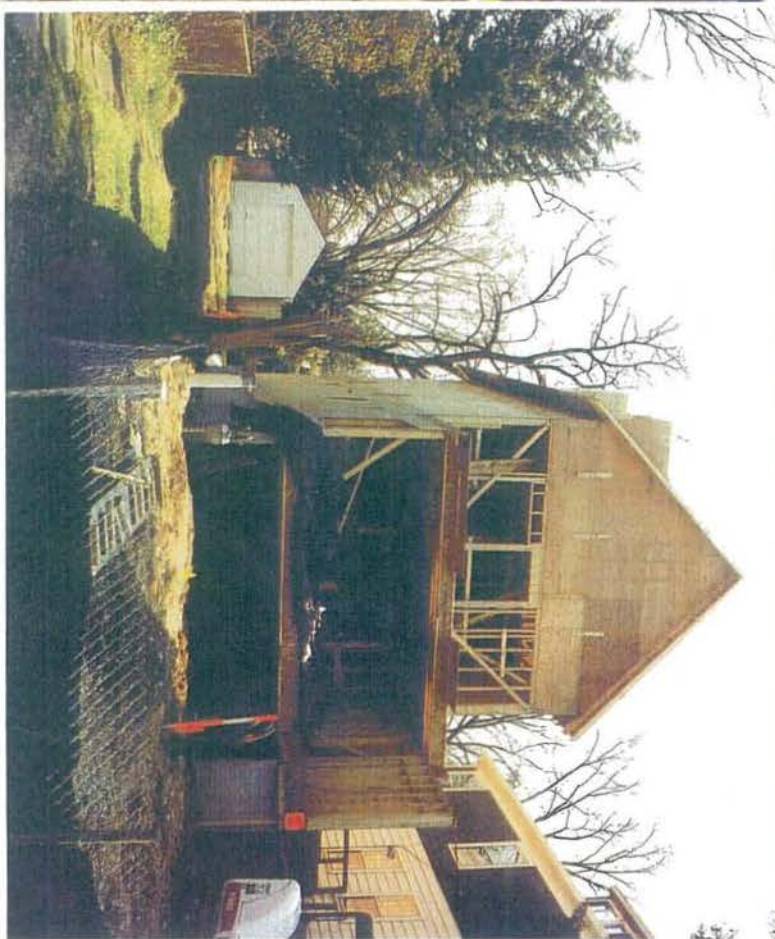
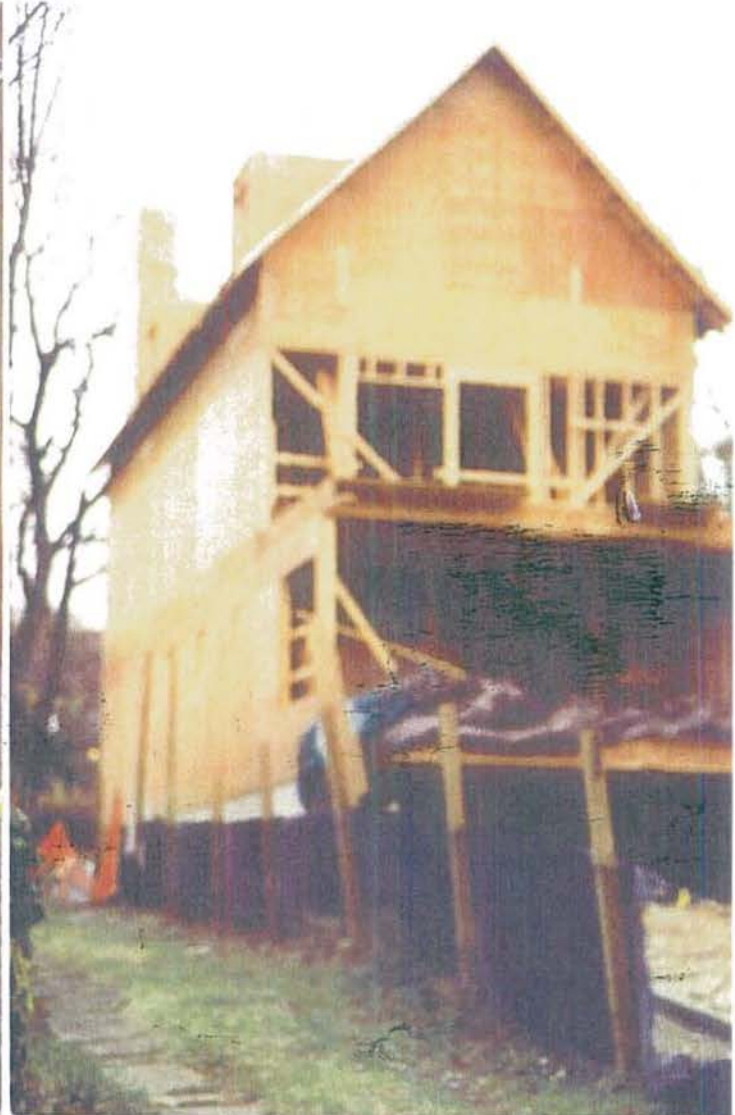
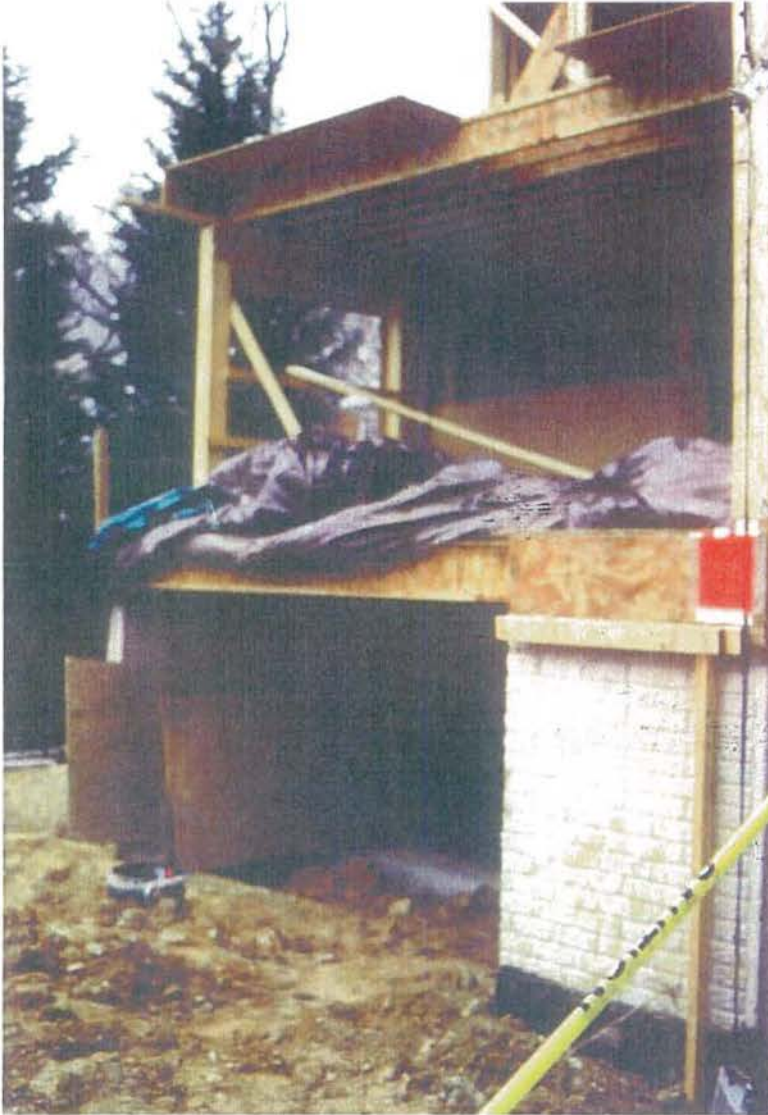


RECORDS

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ADVISORY NEIGHBORHOOD COMMISSION 3E
TENLEYTOWN • AMERICAN UNIVERSITY PARK • FRIENDSHIP
HEIGHTS

5425 Western Avenue NW
Washington DC 20015
www.anc3e.org

Resolution Opposing Appeal by Developer Stephanie Wallace
(BZA Appeal No. 17747)

Introduction

WHEREAS, In April 2004, developer Stephanie Wallace purchased the house at 5013 Belt Road. Since then, through a series of missteps on her part, she has created an untenable situation on Belt Road. She has erected the bones of a building that should never have been built (and would never have been if she had acted reasonably and rationally in the first place); she has deprived nearby residents of the ability to enjoy their own property by creating an unsightly and relentless eye-sore; she has put the neighbors at risk by not securing the property, thereby creating an attractive nuisance that might lure children, teenagers or even homeless people seeking shelter (indeed, on our last inspection of the site, we found an empty beer bottle and a lighter in the wood frame). And no doubt, this project has adversely impacted each of the neighbor's property values.

Whereas, On September 28, 2007, the Zoning Administrator denied developer Wallace's request for a fifth building permit and the developer appealed that decision to the Board of Zoning Adjustment (BZA). For reasons set forth below, ANC 3E urges the BZA to affirm the Zoning Administrator's decision.

The Construction

Whereas, Soon after purchasing the old farm house on Belt Road, developer Wallace applied for a permit to build an extension. Relying on a small bay window that jutted out for a few feet along the south side of the house, and a non-conforming side yard to the north, the developer requested and was granted a permit to build an extension with non-conforming side yards that dwarfed (before it ultimately consumed) the original house.

Whereas, Developer Wallace proceeded to work on the house and piece by piece the original structure disappeared—in its entirety. The developer herself readily concedes that there is not a single piece of the original house remaining. The final permit—the basis of this appeal—was denied for that reason: Applicable zoning regulations permit the construction of an addition with a non-conforming side yard only if it is, in fact, an addition to a non-conforming side yard. If there is nothing left of the original structure then there is no non-conforming side yard to extend. The Zoning Administrator properly concluded that there was no longer any basis for allowing the developer to build an extension with a non-conforming side yard as the original side yard ceased to exist.

The New House

Whereas, New construction, which this is, must conform to the eight-foot side yard requirements, which this does not. The structure presently standing at 5013 Belt Road is grossly out of scale and proportion to its small lot. The erroneously grandfathered five-foot side yard places this enormous house stunningly and perilously close to its neighbor to the south, impinging on the owners' right to enjoy their property. Indeed, these neighbors have incurred significant property damage as a result of the construction. Developer Wallace has ignored repeated telephone calls and certified letters seeking redress. Finally, the aggrieved neighbors were forced, at great personal expense, to retain a lawyer to recoup their losses, which they have not yet been able to do. And each of the owners of the three adjacent lots to the north has suffered property damage as well, though not as significant.

The Appeal

Whereas, On appeal, developer maintains that she intended to build only an extension, but that due to extensive termite damage, the house fell apart as she proceeded to work, forcing her, bit by bit, ultimately to remove the entire original structure. Incredibly, she contends that the termite damage was an "Act of God" or a "casualty," which fact would entitle her, under applicable law, to proceed with the construction of a brand new house with a non-conforming side yard.

Whereas, Termite damage cannot be considered an "Act of God" or "casualty." A casualty is a sudden event or occurrence, like a bulldozer accidentally backing up into a house. There was no casualty here. The latent termite problem festered over years. The late discovery was the fault of the developer. She made an imprudent decision to waive inspection at the time she purchased the property. She should not now be rewarded for her bad judgment. Had she proceeded reasonably, she would have known of the termite damage and realized that the structure was not sound. And then she could have sought the proper permits for demolition and construction of a new house with conforming side yards, thereby avoiding the current problem.

Whereas, In addition to failing to take reasonable precautions regarding the termite damage, the developer also failed to exercise due care relating to the high water levels on the street. Her neighbors had warned her of the very high water levels and certainly a diligent review prior to commencing construction would have revealed the nature of the terrain and the likely problems. But the developer again failed to act reasonably and as a result encountered serious roadblocks. Troublesome as they were, none can be considered an Act of God or casualty. Reasonable preparation would have revealed the nature of the problems and enabled her to plan accordingly.

Whereas, Any claim on the part of the developer that the District is estopped from denying her the fifth building permit under the doctrine of laches must fail because in order to prevail on such a claim, developer Wallace must come to the situation with "clean hands," that is to say that she must prove that she acted appropriately under the

circumstances. There can be no question that her own missteps—whether intentional or merely reckless—make it impossible for her to demonstrate that she had clean hands.

THEREFORE BE IT RESOLVED that ANC 3E strongly opposes the appeal of developer Stephanie Wallace and respectfully urges the BZA to affirm the decision of the Zoning Administrator for the following reasons:

1. The developer sought a permit to build a non-conforming addition to a house. That permit was granted. At the moment the original structure ceased to exist, the Zoning Administrator was correct that there was no longer any basis for allowing developer Wallace to build an extension with a non-conforming side yard as there was no longer a non-conforming side yard to extend.
2. Developer cannot argue that the demise of the building was due to an “Act of God” or “casualty.” The collapse of the building was due to termite damage. Had she acted reasonably she would have known that the structure was unsound and could have made an informed decision to either demolish the house and construct a new building that conformed to the zoning requirements or simply walk away from the deal. Instead, she acted in a way that prevented her from reasonably discovering information she needed to know to proceed with her project. Instead of acting reasonably, and inspecting the house as a prudent home buyer would do, she chose instead to cover her eyes and ears and cross her fingers. Instead of surveying the land, she chose to stick her head in the sand and dig in the dark. Developer should not be rewarded for her bad judgment, but rather should be forced to play the hand that she dealt herself.
3. Any claim that the District should be estopped from denying the permit under the doctrine of laches must fail in this case because the developer acted in a manner so imprudent that she cannot claim to have proceeded with clean hands.

*ANC 3E approved this resolution at its regularly scheduled meeting on April 10, 2008, which was properly noticed and at which a quorum was present. The resolution was approved by a vote of 3-0. Commissioners Lucy Eldridge, Carolyn Sherman, and Anne Sullivan were present.


Lucy Eldridge, Vice-chair ANC 3E

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May 11, 2008

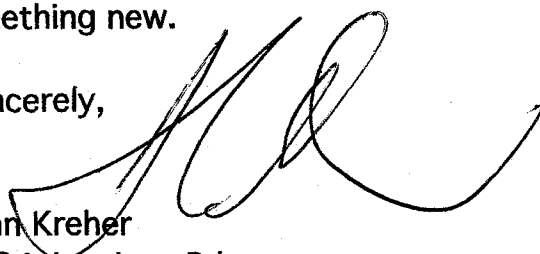
To Whom It May Concern,

I am a construction supervisor with Added Dimensions, Inc., of Takoma Park, MD. I have been in the construction business for over 30 years, working in residential remodeling and new construction.

Around February of 2004, Mr. John Lemoine called and asked if I would inspect a house he was considering renovating. The house was located at 5013 Belt Rd. NW in the District of Columbia.

I met with Mr. Lemoine at the property. Upon inspection it was obvious that the house was in bad shape structurally. It was an old, wood frame house with very low, crumbling concrete footings. The wood structural members were basically sitting on the ground in a wet location and there were obvious signs of severe deterioration. I advised Mr. Lemoine that, because of this damage, renovating the house would be extremely problematic and that it really should be torn down and replaced with something new.

Sincerely,



John Kreher
3124 Jennings Rd.
Kensington, MD 20895

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EXHIBIT L-7



APRIL 2005





EXHIBIT L-9



MAY 2006

12





13



14

STEPHCO

Urban Living and Decoration



Development



Consulting



About

Stephco

Stephco is a construction and design consulting firm.

Stephco creates houses for resale targeting sites in established urban neighborhoods and aims to provide a polished product at an attractive price. Stephco remains true to the character of the existing house, while complementing it with up to date construction and modern finishes. The results are homes resonating with individuality and quality; unlike many newly built homes today. Each house is furnished prior to its marketing to highlight its optimal features for the prospective buyers. The furnishings will be available for sale.

Stephco assists homeowners as they build or renovate their dream home, while providing the highest quality product at the best possible price. Stephco's experience and vision helps homeowners realize their dreams, while adding value to their homes. Available to clients through all phases of the process, Stephco can fill every need, including acting as liaison with the construction company or accompanying the homeowner as they shop for fabrics or fixtures

Stephco Consulting

A cottage located in **Southern California**, on the island of **Coronado**, constructed in 2003.

Stephco consulted with the home owners, helping them achieve their goals with this New England style cottage and its unique quirks. Facing incredible challenges with plot size, city ordinances and budget, Stephco saw that the owners made educated decisions



throughout construction by recommending finishes, appliances and accoutrements. The homeowners had a specific design intent which Stephco helped turn their vision into reality by assisting in fabric choices, window treatments, and furniture placement. The result is a beautiful nautical home which came in on budget and exceeded expectation in design.



Additional Consulting



Stephco Development

This beautiful, **Washington, DC** house underwent extensive remodeling in 2001. The house was extended to include a large open planned kitchen and family room as well as a master suite. The exterior was given an impressive face lift which included a change of color, adding front door and a beautiful sloped cobblestone drive accented with white fencing. Stephco took what was once considered an undesirable home and through, well designed floor plans, hiring the appropriate contractors, carefully choosing finishes and [interiors](#), created an attractive and comfortable home all within a limited budget.



A 1930's house located in **Bethesda, Maryland** is currently being expanded



to become a more functional as well as state of the art family dwelling. The additions include a new kitchen and family room as well as an upstairs master suite. The other major improvements include a new HVAC system, a powder room and general remodeling of the existing house both inside and out. This house will be completed and sold in

the spring of 2004.

The newest Stephco project is an old farm house in **Chevy Chase, Washington DC**. A wonderful addition is planned, turning this small house into a 4bedroom home in the heart of one of Washington's best neighborhoods. The addition will include all new mechanical systems as well as a new kitchen with a pantry, 2 fireplaces, 4.5 new baths, a master suite and all the detail to make this a spectacular home. This house will be completed and sold in early 2005.



About Stephanie Wallace

Stephanie Wallace has been in the real estate construction and development business for over 20 years. As the project manager for a New York based real estate Company from 1983 to 1994, she was in charge of building single family homes in New York City, building an upscale, waterfront condominium complex in Miami Beach, Florida and the renovation and condominium conversion of 220 apartments in College Park, Maryland.

She parlayed her real estate experience into her own business by creating a real estate marketing company, which focused on all aspects of the marketing of new and old developments. Ms. Wallace created brochures, established on-site offices, and constructed model apartments which provided her clients with a dramatic increase of sales and revenue.

The highlight of Ms. Wallace's New York career was the renovation of a loft building in the Chelsea neighborhood of New York City. This venture was a pioneering project and is now a model for New York developers throughout the city. Stephanie had the unique vision to see the potential of selling luxury loft space, with high end kitchen and baths, fireplaces, two story spaces and other high end amenities. Her responsibilities included, finding the location, changing the zoning to accommodate the 28 residential units and working with architects from the design through construction phases. The project set record high prices for the area. She then followed up this success with similar projects in New York City as well as Chicago.

Stephanie relocated to Washington DC in 1995 and began to build a new business associated with real estate and construction. She designed, built, owned and operated a number of restaurants in both Washington DC and North Carolina.

Stephanie Wallace founded Stephco in order to return to her passion and exercise her talents in construction and design.

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Greater Capital Area Association of REALTORS®, Inc.
**INCLUSIONS/EXCLUSIONS DISCLOSURE AND
ATTACHMENT TO LISTING AGREEMENT**

DRESS 5013 BELT ROAD, NW WASHINGTON, DC 20016

FOR USE WITH REGIONAL CONTRACT

PERSONAL PROPERTY, FIXTURES, AND UTILITIES: Unless otherwise negotiated in a contract of sale, the purchase price shall include the following personal property and fixtures: A. Any existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, smoke and heat detectors, tv antennas, exterior trees and shrubs and B. The items marked YES below as currently installed or offered.

Included YES NO		Included YES NO		Included YES NO		Included YES NO					
☒	☐	Stove or Range	☒	☐	Disposer	☐	☐	Ceiling Fan(s)#	☐	☐	Alarm System ☐ Leased
☐	☐	Cooktop	☐	☐	Freezer	☒	☐	Washer	☐	☐	Intercom
☐	☐	Wall Oven(s)#	☐	☐	Window Fan(s)#	☒	☐	Dryer	☐	☐	Storage Shed(s)#
☒	☐	Refrigerator(s) #	☐	☐	Window A/C Unit(s) #	☐	☐	Furnace Humidifier	☐	☐	Garage Opener(s)#
☐	☐	w/ Ice maker	☐	☐	Pool, Equip. & Cover	☐	☐	Electronic Air Filter	☐	☐	w/ remote(s) #
☒	☐	Dishwasher	☐	☐	Hot Tub, Equip. & Cover	☐	☐	Central Vacuum	☐	☐	Playground Equipment
☐	☐	Built-in Microwave	☐	☐	Satellite Dish & Equip	☐	☐	Water Treatment System	☐	☐	Wood Stove
☐	☐	Trash Compactor	☐	☐	Window Treatments	☒	☐	Exhaust Fan(s)	☐	☐	Fireplace Screen/ Doors

ADDITIONAL INCLUSIONS (SPECIFY): HOUSE IS BEING SOLD
ADDITIONAL EXCLUSIONS (SPECIFY): "AS IS" - Including Termites

FOR USE WITH MAR CONTRACT

INCLUSIONS/EXCLUSION: Unless otherwise negotiated in a contract of sale, the purchase price shall include all permanently attached fixtures, including all smoke detectors. Certain other now existing items which may be considered personal property, whether installed or stored upon the property, are included or excluded, as follows (if neither column is checked, it shall be considered excluded):

Included YES		Included YES		Included YES		Included YES		
☐	☐	Stove or Range	☐	Dishwasher	☐	Ceiling Fan(s)#	☐	Alarm System ☐ Leased
☐	☐	Cooktop	☐	Freezer	☐	Clothes Washer	☐	Intercom
☐	☐	Wall Oven(s)#	☐	Window Fan(s)#	☐	Clothes Dryer	☐	Storage Shed(s)#
☐	☐	Refrigerator(s) #	☐	Fireplace Screen/Door	☐	Furnace Humidifier	☐	Garage Opener(s)#
☐	☐	w/ Ice maker	☐	Pool, Equip. & Cover	☐	Electronic Air Filter	☐	w/ remote(s) #
☐	☐	Built-in Microwave	☐	Hot Tub Equip. & Cover	☐	Water Filter	☐	Playground Equipment
☐	☐	Trash Compactor	☐	Screens	☐	Water Softener	☐	Wood Stove
☐	☐	Exist. W/W Carpet	☐	Storm Windows	☐	Drapery/Curtains	☐	T.V. Antenna
☐	☐	Garbage Disposer	☐	Storm Doors	☐	Drapery Curtain Rods	☐	Satellite Dish
☐	☐	Exhaust Fan(s)	☐	Window A/C Unit(s) #	☐	Shades/Blinds	☐	Central Vacuum

ADDITIONAL INCLUSIONS (SPECIFY): _____

ADDITIONAL EXCLUSIONS (SPECIFY): _____

WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING: (Check all that apply)

Water Supply: ☒ Public ☐ Well _____ Hot Water: ☒ Oil ☒ Gas ☐ Elec. ☐ Other _____
Sewage Disposal: ☒ Public ☐ Septic # BR _____ Air Conditioning: ☐ Oil ☒ Gas ☐ Elec. ☐ Heat Pump ☐ Other _____
Heating: ☐ Oil ☒ Gas ☐ Elec. ☐ Heat Pump ☐ Other _____

I, the Seller(s) of the above referenced property, have completed these checklists disclosing what conveys with the property and give permission to make this information available to prospective buyers.

Bonnie Myers Feb 14, 2004
Seller Date

Seller Date

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5013 Belt Road, NW
Washington, DC 20016
LOT: 846 // SQUARE: 1756
SELLER // Randa A. Mayers

PURCHASER	Stephanie A. Wallace 202-686-5309	
SALES PRICE(*)	<u>\$494,200 // ALL CASH</u>	Lawrence Lopater // ACCOUNTANT
Escalation(*)	\$2,700 not to exceed \$537,200	212-333-2100 // office – see attached letter
DEPOSIT	\$25,000 // Escrow – Coldwell Banker	
SETTLEMENT	4/09/04	
Place Of Settlement	Avenue Settlement Corporation // Dave Jenks 2401 Pennsylvania Avenue, NW – Washington, DC 202-296-4500//office	202-296-8146//facsimile
CONTINGENCIES	NONE // SOLD “AS-IS” property condition // termite - deleted from contract [paragraph #2, #3, #13 & #33B].	
LIST	Long & Foster Real Estate, Inc. // Barbara L-Zuckerman 5101 Wisconsin Avenue, NW – Washington, DC 202-364-4900 or 5200//office 202-364-7052//facsimile 202-256-6000//mobile	
SELL	Coldwell Banker//PARDOE Real Estate // Carroll Dey & Greg Gaddy 2828 Pennsylvania Avenue, NW – Washington, DC 202-333-6100//office 202-342-9118//facsimile 202-320-0441//mobile - (Carroll) 202-421-4734//mobile - (Greg)	

1:00 or 2:00
preferred
by
seller

Stephanie Wallace is our personal friend and repeat client. She has the absolute ability to purchase and complete this proposed real estate transaction on or before 4/09/04. No surprises here... THANKS, GREG & CARROLL.



Greater Capital Area Association of REALTORS®, Inc.



REGIONAL SALES CONTRACT

This SALES CONTRACT ("Contract") is made on 3/24, 2004, ("Contract Date") between Stephanie A. WALLACE ("Purchaser") and Randa A. Mayeas ("Seller") who hereby confirm and acknowledge by their initials and signatures below the prior disclosure that in this real estate transaction Long & Foster ("Listing Company") represents the Seller, and Coldwell Banker Residential Brokerage ("Selling Company") represents ☒ the Purchaser OR ☐ the Seller. The Listing Company and Selling Company are collectively referred to as ("Broker"). (If the brokerage firm is acting as a dual representative for both the Seller and the Purchaser, then the appropriate disclosure form is attached to and made a part of this Contract.)

1. **REAL PROPERTY.** The Purchaser will buy and the Seller will sell for the sales price ("Sales Price"), the Seller's entire interest in the land (with all improvements, rights and appurtenances) described as follows: TAX Map/ID # 1766/0846

Legal Description: Lot(s) 846, Block/Square 1756, Section NORTHWEST, Subdivision or Condominium Chevy Chase, Unit # N/A, Parking Space(s) # N/A, County/City Washington, Deed Book/Liber N/A, Page/Folio # N/A, Street Address: 6013 Belt Road, State DC, Zip Code 20016, ("Property").

2. **PERSONAL PROPERTY, FIXTURES AND UTILITIES.** The Sales Price includes the following personal property and fixtures: A. Any existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, smoke and heat detectors, tv antennas, exterior trees and shrubs and, B. The items marked YES below as currently installed or offered.

YES NO	YES NO	YES NO	YES NO
☐ Stove or Range	☐ Disposer	☐ Ceiling Fan(s) # _____	☐ Alarm System
☐ Cooktop	☐ Freezer	☐ Washer	☐ Intercom
☐ Wall Oven(s) # _____	☐ Window Fan(s) # _____	☐ Dryer	☐ Storage Shed(s) # _____
☐ Refrigerator(s) # _____	☐ Window A/C Unit(s) # _____	☐ Furnace Humidifier	☐ Garage Opener(s) # _____
☐ w/ Ice maker(s) # _____	☐ Pool, Equip. & Cover	☐ Electronic Air Filter	☐ w/ remote(s) # _____
☐ Dishwasher	☐ Hot Tub, Equip. & Cover	☐ Central Vacuum	☐ Playground Equipment
☐ Built-in Microwave	☐ Satellite Dish and Equip.	☐ Water Treatment System	☐ Wood Stove
☐ Trash Compactor	☐ Window Treatments	☐ Exhaust Fan(s)	☐ Fireplace Screen/ Doors

Other: ALL ITEMS LISTED ABOVE, AS CURRENTLY INSTALLED, CONVEY IN "AS IS" CONDITION.

WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING: (Check all that apply)

Water Supply: ☒ Public ☐ Well _____ Hot Water: ☐ Oil ☒ Gas ☐ Elec. ☐ Other _____
Sewage Disposal: ☒ Public ☐ Septic # BR _____ Air Conditioning: ☐ Oil ☐ Gas ☒ Elec. ☐ Heat Pump ☐ Other _____
Heating: ☐ Oil ☒ Gas ☐ Elec. ☐ Heat Pump ☐ Other _____

3. **EQUIPMENT, MAINTENANCE AND CONDITION.** The Purchaser accepts the Property in the condition as of the Contract Date except as otherwise provided herein. The Seller warrants that the existing appliances, heating, cooling, plumbing, electrical systems and equipment, and smoke and heat detectors (as required), will be in normal working order as of the possession date. The Seller will deliver the Property in substantially the same condition as on the Contract Date and broom clean with all trash and debris removed. The Purchaser and the Seller will not hold the Broker liable for any breach of this paragraph.

4. PRICE AND FINANCING

A. Down Payment

B. Financing 1. First Trust

2. Second Trust

3. Seller Held Trust - addendum attached

TOTAL FINANCING

SALES PRICE

\$ 494,200 / 517,700
\$ N/A
\$ N/A
\$ N/A
\$ 494,200 / 517,700

5. DEPOSIT. A. The Purchaser has made a deposit ("Deposit") with COLDWELL BANKER ("Escrow Agent") of \$ 25,000.00 by check and/or \$ N/A by note due and payable on N/A, receipt of which is hereby acknowledged. B. The Deposit will be placed in an escrow account of the Escrow Agent after Date of Ratification to conform with the laws and regulations of the appropriate jurisdiction and/or, if VA financing applies, as required by Title 38 of the U.S. Code. This account may be interest bearing and all parties waive any claim to interest resulting from the Deposit. The Deposit will be held in escrow until: (i) Credited toward the Sales Price at Settlement; (ii) All parties have agreed in writing as to its disposition; (iii) A court of competent jurisdiction orders disbursement and all appeal periods have expired; or, (iv) Disposed of in any other manner authorized by the laws and regulations of the appropriate jurisdiction.

6. DOWN PAYMENT. The balance of the down payment will be paid at Settlement by certified or cashier's check or by bank wired funds.

~~7. DEED(S) OF TRUST.~~

~~A. FIRST DEED OF TRUST. The Purchaser will ☐ OBTAIN OR ☐ ASSUME a ☐ Conventional ☐ FHA ☐ VA ☐ Other First Deed of Trust loan amortized over _____ years at a ☐ FIXED OR an ☐ ADJUSTABLE rate bearing (initial) interest of _____ % per year or market rate available. Special Terms (if any): _____~~

~~B. SECOND DEED OF TRUST. The Purchaser will ☐ OBTAIN, OR ☐ ASSUME a Second Deed of Trust loan amortized over _____ years at a ☐ FIXED OR an ☐ ADJUSTABLE rate bearing (initial) interest of _____ % per year or market rate available. Special Terms (if any): _____~~

~~C. ASSUMPTION ONLY: Assumption fee, if any, and all charges related to the assumption will be paid by the Purchaser. If the Purchaser assumes the Seller's loan; (i) The Purchaser and the Seller ☐ will, OR ☐ will not obtain a release of the Seller's liability to the U.S. Government for the repayment of the loan by Settlement. (ii) The Purchaser and Seller ☐ will, OR ☐ will not obtain substitution of the Seller's VA entitlement by Settlement. (iii) Balances of any assumed loans, secondary financing and cash down payments are approximate.~~

~~8. ADDITIONAL FINANCING TERMS.~~

~~A. ☐ CONVENTIONAL FINANCING. Based on the financing terms specified in this Contract, the Seller will pay \$ _____ toward the Purchaser's charges, (including but not limited to loan origination fees, discount fees, buy down or subsidy fees, prepaids or other charges as allowed by the lender). The Purchaser will pay all remaining Purchaser's charges. If applicable, the Purchaser will pay at Settlement, or finance any initial private mortgage insurance.~~

~~If the lender's appraisal is not equal to or greater than the Sales Price, the Purchaser will have the privilege and option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation. The Purchaser's election to proceed with consummation of this Contract without regard to the amount of the appraised valuation will be made within 3 Days after the notification to the Purchaser of the appraised value. If the Purchaser does not make this election, it will be the Seller's option to lower the Sales Price to the appraised value and this Contract will remain in full force and effect at the lower Sales Price. If the Seller does not make this election, the parties may agree to mutually acceptable terms. Each election must be made by Notice within 3 Days after Notice from the other party. The parties will immediately sign any appropriate amendments. If the parties fail to agree, this Contract will become void.~~

~~B. ☐ VA OR ☐ FHA FINANCING~~

~~The Purchaser will ☐ pay at Settlement, OR ☐ finance any VA Funding Fee or FHA initial Mortgage Insurance Premium. Based on the financing specified in this Contract, the Seller will pay _____ toward the Purchaser's charges (including but not limited to loan origination fees, discount fees, buydown or subsidy fees, prepaids or other charges as allowed by the lender) except that the total amount of any lender charges which cannot by law or regulation be charged to the Purchaser will be paid by the Seller. These charges, if any, will first be deducted from any Seller credit, and the remaining balance, if any, will then be applied to the Purchaser's other charges. The Purchaser will pay all remaining Purchaser's charges. If VA or FHA financing applies, it is expressly agreed that, notwithstanding any other provisions of this Contract, the Purchaser will not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner or Direct Endorsement Lender/Department of Veterans Affairs or the Lender Approval Processing Program (LAPP) underwriter setting forth the appraised value of the Property (excluding closing costs) of not less than \$ _____. The Purchaser will have the privilege and option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation. THE APPRAISED VALUATION IS ARRIVED AT TO DETERMINE THE MAXIMUM MORTGAGE THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT /DEPARTMENT OF VETERANS AFFAIRS WILL INSURE/GUARANTTEE. HUD/DEPARTMENT OF VETERANS AFFAIRS AND THE MORTGAGEE DOES NOT WARRANT THE VALUE NOR THE CONDITION OF THE PROPERTY. THE PURCHASER SHOULD SATISFY HIMSELF/HERSELF THAT THE PRICE AND CONDITION OF THE PROPERTY ARE ACCEPTABLE.~~

~~If VA Financing applies, the Purchaser agrees that should the Purchaser elect to complete the purchase at an amount in excess of the reasonable value established by the Department of Veterans Affairs, the Purchaser shall pay such excess amount in cash from a source which the Purchaser agrees to disclose to the Department of Veterans Affairs, and which the Purchaser represents will not be borrowed funds except as approved by the Department of Veterans Affairs. The Purchaser's exercise of the option shall be made in writing within 3 Days of the notification to the Purchaser of the appraised value, or this Contract shall become void.~~

~~If FHA financing applies, the Purchaser's exercise of the option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation shall be made in writing within 3 Days of the notification to the Purchaser of the appraised value, or this Contract shall become void. The FHA loan amount may be approximate because the financed acquisition costs cannot be determined until the Settlement.~~

~~9. LOAN APPLICATION AND APPROVAL~~

~~A. FINANCING APPLICATION. The Purchaser will make written application for the financing or assumption called for in this Contract ("Specified Financing") within 7 days after Date of Ratification. The Purchaser grants permission for the Selling Company and the lender to disclose to the Listing Company and the Seller general information available about the progress of the loan application and loan approval process.~~

~~B. LENDER'S APPROVAL CONTINGENCY. This Contract is contingent until 9 p.m. -0- Days after Date of Ratification ("Deadline") upon the Purchaser Delivering to the Seller a letter from the lender stating that the Purchaser is approved for the Specified Financing ("Lender's Letter"). Upon Seller's receipt of the Lender's Letter, this Contract is no longer contingent on the Purchaser being approved for the Specified Financing and this Contract will remain in full force and effect. TIME IS OF THE ESSENCE.~~

~~(i) If the Purchaser does not Deliver the Lender's Letter by the Deadline, the lender's approval contingency will continue, unless the Seller at Seller's option gives Notice to Purchaser that this Contract will become void. If the Seller Delivers such Notice this Contract will become void at 9 p.m. on the third day following Delivery of Seller's Notice unless prior to that date and time:~~

~~a. Purchaser Delivers to Seller the Lender's Letter; OR
b. Purchaser removes this LENDER'S APPROVAL CONTINGENCY and provides Seller with evidence of sufficient funds available to complete Settlement without obtaining financing.~~

~~(ii) The Purchaser may substitute alternative financing for Specified Financing provided:~~

~~a. There is no additional expense to the Seller; and
b. The Settlement Date is not delayed.~~

~~(iii) If prior to satisfaction or removal of the LENDER'S APPROVAL CONTINGENCY the Purchaser receives a written rejection for the Specified Financing and Delivers a copy of the written rejection to the Seller, this Contract will become void.~~

- ~~C. DEFAULT. The Purchaser will be in default if Settlement does not occur on the Settlement Date because the Purchaser:~~
- ~~(i) Fails to lock-in the interest rate(s) as specified above and the rate(s) increase so that the Purchaser no longer qualifies for such financing;~~
 - ~~OR~~
 - ~~(ii) Applies for, and fails to obtain, alternative financing instead of the Specified Financing, unless the Seller consents in writing to the alternative financing terms, in which case the alternative financing becomes the Specified Financing; OR~~
 - ~~(iii) Fails to comply with the lender's reasonable requirements in a timely manner; OR~~
 - ~~(iv) Fails to immediately give Notice to the Seller or the Broker of any material adverse changes in the Purchaser's assets, liabilities, or income;~~
 - ~~OR~~
 - ~~(v) Does not have the down payment, closing fees and any other funds to settle as provided in this Contract; OR~~
 - ~~(vi) Does or fails to do any act following the Date of Ratification that prevents the Purchaser from obtaining the financing; OR~~
 - ~~(vii) Makes any deliberate misrepresentations, material omissions or inaccuracies in financial information that results in the Purchaser's inability to secure the financing.~~

10. PURCHASER'S REPRESENTATIONS. The Purchaser ☐ will, OR ☒ will not occupy the Property as the Purchaser's principal residence. Unless specified in a written contingency, neither this Contract nor the financing is dependent or contingent on the sale and settlement or lease of other real property. The Selling Company ☒ is, OR ☐ is not authorized to disclose to the Listing Company and Seller the appropriate financial or credit information statement provided to the Selling Company by the Purchaser. The Purchaser acknowledges that the Seller is relying upon all of the Purchaser's representations including without limitation the accuracy of financial or credit information given to the Seller, Broker or the lender by the Purchaser.

11. ACCESS TO PROPERTY. The Seller will provide the Broker, the Purchaser, inspectors representing the Purchaser and representatives of lending institutions for appraisal purposes, reasonable access to the Property to comply with this Contract. The Purchaser and/or the Purchaser's representative will have the right to make an inspection prior to Settlement and/or occupancy, at which time the Seller will have all utilities in service.

~~**12. WELL AND SEPTIC.** If the Property is on well and/or septic systems, the ☐ Purchaser, at Purchaser's expense OR ☐ Seller, at Seller's expense, will furnish the Purchaser on or before Settlement with a certificate dated not more than 30 days prior to Settlement from the ☐ appropriate local government authority, or ☐ a private company, indicating that: A. The well water contains no more than the acceptable level of coliform bacteria and; B. The septic system appears to be functioning satisfactorily, and if known by public records, was installed pursuant to a valid health department permit. If either system is found defective or substandard according to the certificate, the Seller will take appropriate remedial action at the Seller's expense.~~

~~**13. TERMITE INSPECTION.** The ☐ Purchaser at the Purchaser's expense OR the ☐ Seller at the Seller's expense, will furnish a written report from a pest control firm dated not more than ☐ 30 OR ☐ 60 days prior to Settlement showing that all dwelling(s) and/or garage(s) within the Property (excluding fences or shrubs not abutting garage(s) or dwelling(s)) are free of visible evidence of active termites and other wood destroying insects, and free from visible structural insect damage. Any extermination and structural repairs identified in the inspection report will be at the Seller's expense.~~

~~**14. REPAIRS.** If, as a condition of providing financing under this Contract, the lender requires repairs to be made to the Property, then the Purchaser will give Notice to the Seller of the lender's required repairs. Within 5 Days after Notice, the Seller will give Notice to the Purchaser whether the Seller will make the repairs. If the Seller will not make the repairs, the Purchaser will give Notice to the Seller within 5 Days after the Seller's Notice whether the Purchaser will make the repairs. If neither the Seller nor the Purchaser will make the repairs, then this Contract will become void. This clause will not release the Seller from any responsibilities set forth in the paragraphs titled PERSONAL PROPERTY, FIXTURES AND UTILITIES; EQUIPMENT, MAINTENANCE AND CONDITION, WELL AND SEPTIC, TERMITE INSPECTION, or OTHER TERMS, or any terms specifically set forth in this Contract and any addenda.~~

15. DAMAGE OR LOSS. The risk of damage or loss to the Property by fire, act of God, or other casualty remains with the Seller until the execution and delivery of the deed of conveyance.

16. TITLE. The title report and survey, if required, will be ordered promptly and, if not available on the Settlement Date, then Settlement may be delayed for up to 10 business days to obtain the title report and survey after which this Contract, at the option of the Seller, may be terminated and the Deposit will be refunded in full to the Purchaser according to the terms of the DEPOSIT paragraph. Fee simple title to the Property, and everything that conveys with it, will be sold free of liens except for any loans assumed by the Purchaser. The Seller will pay any special assessments and will comply with all orders, requirements, or notices of violations of any county or local authority, condominium unit owners' association, homeowners' or property owners' association or actions in any court on account thereof, against or affecting the Property on the Settlement Date. Title is to be good and marketable, and insurable by a licensed title insurance company with no additional risk premium. Title may be subject to commonly acceptable easements, covenants, conditions and restrictions of record, if any; otherwise, the Purchaser may declare this Contract void, unless the defects are of such character that they may be remedied within 30 Days beyond the Settlement Date. In case action is required to perfect the title, such action must be taken promptly by the Seller at the Seller's expense. The Broker is hereby expressly released from all liability for damages by reason of any defect in the title. The Seller will convey the Property by general warranty deed with English covenants of title (Virginia); general warranty deed (West Virginia); special warranty deed (D.C. and Maryland). The Seller will sign such affidavits, lien waivers, tax certifications, and other documents as may be required by the lender, title insurance company, Settlement Agent, or government authority, and authorizes the Settlement Agent to obtain pay-off or assumption information from any existing lenders.

17. POSSESSION DATE. Unless otherwise agreed to in writing between the Seller and the Purchaser, the Seller will give possession of the Property at the Settlement. If the Seller fails to do so and occupies the Property beyond the Settlement, the Seller will be a tenant by sufferance of the Purchaser and hereby expressly waives all notice to quit as provided by law. The Purchaser will have the right to proceed by any legal means available to obtain possession of the Property. The Seller will pay any damages and costs incurred by the Purchaser including reasonable attorney fees.

18. SETTLEMENT. The Seller and the Purchaser will make full settlement in accordance with the terms of this Contract ("Settlement") on, or with mutual consent before, 4/09/04, ("Settlement Date") except as otherwise provided in this Contract.

19. SETTLEMENT AGENT. (Not for use in Virginia; see the Virginia Jurisdictional Addendum) The Purchaser selects AVENUE SETTLEMENT CORPORATION ("Settlement Agent") to conduct the Settlement. Either party may retain their own counsel. The Purchaser agrees to contact the Settlement Agent within 10 Days after the Date of Ratification to schedule Settlement. The Settlement Agent will order the title exam and survey if required.

20. **FEES.** Fees for the preparation of the Deed, that portion of the Settlement Agent's fee billed to the Seller, costs of releasing existing encumbrances, appropriate legal fees and any other proper charges assessed to the Seller will be paid by the Seller. Fees for the title exam (except as otherwise provided), survey, recording (including those for any purchase money trusts) and that portion of the Settlement Agent's fee billed to the Purchaser, appropriate legal fees and any other proper charges assessed to the Purchaser will be paid by the Purchaser. Fees to be charged will be reasonable and customary for the jurisdiction in which the Property is located. (Recording, Transfer and Grantor's Taxes are covered in the appropriate jurisdictional addenda).

21. **BROKER'S FEE.** The Seller irrevocably instructs the Settlement Agent to pay the Broker compensation ("Broker's Fee") as set forth in the listing agreement and to disburse the compensation offered by the Listing Company to the Selling Company in writing as of the Contract Date, and the remaining amount of Broker's compensation to the Listing Company.

22. **ADJUSTMENTS.** Rents, taxes, water and sewer charges, front foot benefit and house connection charges, condominium unit owners' association, homeowners' and/or property owners' association regular periodic assessments (if any) and any other operating charges, are to be adjusted to the day of Settlement. Any heating or cooking fuels remaining in supply tank(s) at Settlement will become the property of the Purchaser. Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the collector of taxes, if any, except that recorded assessments for improvements completed prior to Settlement, whether assessments have been levied or not, will be paid by the Seller or allowance made at Settlement. If a Deed of Trust is assumed, interest will be adjusted to the Settlement Date and the Purchaser will reimburse the Seller for existing escrow accounts, if any.

23. **ATTORNEY'S FEES.** In any action or proceeding involving a dispute between the Purchaser and the Seller arising out of this Contract, the prevailing party will be entitled to receive from the other party reasonable attorney's fees to be determined by the court or arbitrator(s). In the event a dispute arises resulting in the Broker being made a party to any litigation or if the Broker is required to bring litigation to collect the Broker's Fee, the Purchaser and Seller agree to indemnify the Broker, its employees, and/or licensees for all attorney fees and costs of litigation, unless the litigation results in a judgment against the Broker, its employees and/or licensees.

24. **PERFORMANCE.** Delivery of the required funds and executed documents to the Settlement Agent will constitute sufficient tender of performance. Funds from this transaction at Settlement may be used to pay off any existing liens and encumbrances, including interest, as required by lender(s) or lienholders.

25. **DEFAULT.** If the Purchaser fails to complete Settlement, at the option of the Seller, the Deposit may be forfeited as liquidated damages and not as a penalty, in which event the Purchaser will be relieved from further liability to the Seller. If the Seller does not elect to accept the Deposit as liquidated damages, the Deposit may not be the limit of the Purchaser's liability in the event of a default. If the Deposit is forfeited, or if there is an award of damages by a court or a compromise agreement between the Seller and Purchaser, the Broker may accept and the Seller agrees to pay the Broker one-half of the Deposit in lieu of the Broker's Fee, (provided Broker's share of any forfeited Deposit will not exceed the amount due under the listing agreement). If the Seller fails to complete Settlement, the Purchaser will have all legal or equitable remedies, including specific performance and/or damages. If either the Seller or Purchaser refuses to execute a release of Deposit when requested to do so in writing and a court finds that they should have executed the agreement, the party who so refused to execute a release of Deposit will pay the expenses, including, without limitation, reasonable attorney's fees, incurred by the other party in the litigation. The Seller and Purchaser agree that no Escrow Agent will have any liability to any party on account of disbursement of the Deposit or on account of failure to disburse the Deposit, except only in the event of the Escrow Agent's gross negligence or willful misconduct. The parties further agree that the Escrow Agent will not be liable for the failure of any depository in which the Deposit is placed and that the Seller and Purchaser each will indemnify, defend and save harmless the Escrow Agent from any loss or expense arising out of the holding, disbursement or failure to disburse the Deposit, except in the case of the Escrow Agent's gross negligence or willful misconduct. If either the Purchaser or the Seller is in default, then in addition to all other damages, the defaulting party will immediately pay the costs incurred for the title examination, appraisal, survey and the Broker's Fee in full.

26. **OTHER DISCLOSURES.** The Purchaser and Seller are advised to seek professional advice concerning the condition of the Property or other legal and tax matters. The following subparagraphs disclose some matters which the parties may investigate further. These disclosures are not intended to create a contingency. Any contingency must be specified by adding appropriate terms to this Contract. The parties acknowledge the following disclosures:

A. **PROPERTY CONDITION.** See EQUIPMENT, MAINTENANCE AND CONDITION Paragraph. Various inspection services and home warranty insurance programs are available. The Broker is not advising the parties as to certain other issues, including without limitation: water, sewer or septic; soil condition; flood hazard areas; possible restrictions of the use of the Property due to restrictive covenants, zoning, subdivision, or environmental laws, easements or other documents; airport or aircraft noise; planned land use, roads or highways; and construction materials and/or hazardous materials, including without limitation flame retardant treated plywood (FRT), radon, urea formaldehyde foam insulation (UFFI), polybutylene pipes, synthetic stucco (EIFS), underground storage tanks, asbestos and lead-based paint. Information relating to these issues may be available from appropriate government authorities.

B. **LEGAL REQUIREMENTS.** All contracts for the sale of real property must be in writing to be enforceable. Upon ratification and delivery, this Contract becomes a legally binding agreement. Any changes must be made in writing.

C. **FINANCING.** Mortgage rates and associated charges vary with financial institutions and the marketplace. The Purchaser has the opportunity to select the lender and the right to negotiate terms and conditions of the financing subject to the terms of this Contract. The financing may require substantial lump sum (balloon) payments on the due dates. The Purchaser has not relied upon any representations regarding the future availability of mortgage money or interest rates for the refinancing of any such lump sum payments.

D. **BROKER.** The Broker may from time to time engage in the general insurance, title insurance, mortgage loan, real estate settlement, home warranty and other real estate-related businesses and services. Therefore, in addition to the Broker's Fee specified herein, the Broker may receive compensation related to other services provided in the course of this transaction. The Purchaser and Seller acknowledge that the Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other professional service provider.

27. **ASSIGNABILITY.** This Contract may not be assigned without the written consent of the Purchaser and the Seller. If the Purchaser and the Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until Settlement.

28. **DEFINITIONS.** "Days" means calendar days unless otherwise specified. For the purpose of computing time periods, the first Day will be the Day following Delivery and the time period will end at 9 p.m. on the Day specified. If the Settlement Date falls on a Saturday, Sunday, or legal holiday, then the Settlement will be on the prior business day. "Date of Ratification" means the date of final acceptance in writing of all the terms of this Contract (not the date of expiration or removal of any contingencies). "Delivery" means hand-carried, sent by overnight delivery service, by facsimile transmission as provided for in the NOTICES Paragraph, or when receipt is acknowledged in writing. In the event of overnight delivery service, Delivery will be deemed to have been made on the Day following the sending. The masculine includes the feminine and the singular includes the plural.

9. **NOTICES.** All notices ("Notice") required to be given by this Contract will be in writing and will be effective as of the date on which such Notice is delivered:

A. Addressed to the Seller at: Long & Foster 5101 Wisconsin AV W-DC 20016 OR
transmitted by facsimile to 202-364-7062;
B. Addressed to the Purchaser at: Coldwell Banker 2828 Pennsylvania AV W-DC 20007 OR
transmitted by facsimile to 202-342-9118

30. **MISCELLANEOUS.** This Contract may be signed in one or more counterparts, each of which is deemed to be an original, and all of which together constitute one and the same instrument. Documents obtained via facsimile machines will also be considered as originals. Typewritten or handwritten provisions included in this Contract will control all pre-printed provisions that are in conflict.

31. **VOID CONTRACT.** If this Contract becomes void, both parties will immediately execute a release directing that the Deposit be refunded in full to the Purchaser according to the terms of the DEPOSIT paragraph.

32. **ADDITIONS.** The appropriate **JURISDICTIONAL ADDENDUM** and **LEAD BASED PAINT ADDENDA** (if applicable) must be attached and made part of this Contract. The following are made a part of this Contract:

☒ Yes ☒ No STATE JURISDICTIONAL ADDENDUM ☒ DC ☐ VA ☐ MD ☐ WVA ☐ Other _____
☒ Yes ☒ No HOME INSPECTION CONTINGENCY ☒ Yes ☐ No LEAD - BASED PAINT DISCLOSURE FORM
☒ Yes ☒ No RADON TESTING CONTINGENCY ☐ Yes ☒ No LEAD - BASED PAINT INSPECTION CONTINGENCY
☒ Yes ☒ No SALE OF HOME CONTINGENCY ☐ Yes ☒ No FHA HOME INSPECTION NOTICE
☒ Yes ☒ No CONDO/COOP ADDENDUM (DC and MD)
☒ Yes ☒ No HOME WARRANTY POLICY paid for by: ☐ Purchaser or ☐ Seller.
Cost not to exceed \$ _____ Warranty provider to be _____
☒ Yes ☐ No OTHER (specify): AS-IS CONDITION - SEE paragraph 33-B.

33. **OTHER TERMS.**

[A]-The Purchaser reserves the right to place a mortgage on the property at time of closing.

[B]-Seller makes no representation or warranty, express or implied, as to the condition of the property or any equipment or system contained therein. All clauses in the contract pertaining to termite and property condition are hereby deleted from the contract. Seller has no obligation to make repairs to the electrical, plumbing, heating, air conditioning or any other mechanical system, equipment or fixture.

34. **ENTIRE AGREEMENT.** This Contract will be binding upon the parties, and each of their respective heirs, executors, administrators, successors and permitted assigns. The provisions hereof will survive the delivery of the deed and will not be merged therein. This Contract, unless amended in writing, contains the final and entire agreement of the parties and the parties will not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. The interpretation of this Contract will be governed by the laws of the appropriate jurisdiction.

SELLER: Barbara Dmayris (SEAL) 3/21/04 [Signature] (SEAL)
Date Signature Date Signature
[Signature] (SEAL) [Signature] (SEAL)
Date Signature Date Signature

Date of Ratification (see DEFINITIONS PARAGRAPH) Rdn 3/26/04

For information purposes only:

Listing Company's Name and Address:
Long & Foster

5101 Wisconsin Avenue, NW

Washington, DC 20016

Office # 202-364-6200 FAX # 202-364-7062

MRIS Broker Code: _____ MRIS Office ID# LNG54

Agent Name Barbara ZUCKERMAN

Agent MRIS ID# _____

Agent Email Address barbaraZDC@aol.com

Selling Company's Name and Address:

Coldwell Banker Residential Brokerage

2828 Pennsylvania Avenue, NW

Washington, DC 20007

Office # 202-333-6100 FAX # 202-342-9118

MRIS Broker Code: _____ MRIS Office ID# CBRB45

Agent Name Carroll DEY // Greg GADDY

Agent MRIS ID# _____

Agent Email Address carrolldey@msn.com / gwgaddy@aol.com



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