

However, in her motion for Summary Judgment, submitted after the January 8, 2008, decision of the BZA in Appeal of 1231 Morse St., Inc., (which decision is discussed in Applicants' Motion to Dismiss), Developer has changed her position to assert that a portion of the house still remains.

Developer was introduced to Applicants by her real estate agent as an "experienced developer" and her website says that she has over twenty years of experience.⁴

Regardless of whether Developer, as she claims, purchased the property in a bidding war, she knowingly purchased it in "as is" condition.⁵ The seller did not conduct any termite or other inspections and this fact is documented in the seller's disclosure statements. Of course, a reasonable home buyer or developer who actually planned to use the house and make an "addition" to it (an addition which is more than *three* times as large as the original house), would have (either before or after the purchase) immediately conducted termite inspections, groundwater studies (as developer had been notified by a number of people that large flows of water streamed through that backyard), engineering studies to determine the structural integrity of the pre-existing farm house, lead paint studies, and all other important studies to determine the suitability of using the existing house as a basis for the addition.

Developer here claims that she couldn't conduct such inspections. Affidavit at ¶ 2. The statement is patently incorrect as Developer had from the time of the real estate contract (March 2004) at least through the time of issuance of her first building permit (December 2004) to conduct such studies. A prudent home buyer or developer would have conducted such studies; a

⁴ A copy of her website is attached as Exhibit. D.

⁵ Although developer claims that she purchased the house at the height of the market in March, 2004 – as an excuse for her failure to undertake any inspections – in reality the height of the market did not occur until the end of 2005 through the first part of 2006. See Exhibit E.

developer who intended to tear down the house would not do those studies and this Developer alleges that she did not do them. Id.

Developer's first action after receiving the building permit further indicates her intention to tear down the original house: In January, 2005, Developer's crew started the work on the addition by tearing off the roof of the original house and working on Sundays (itself a violation of permissible working hours).⁶ That roof was never replaced during the more than two years following, allowing the structure to deteriorate, until Developer finally razed the remaining front half of the original structure in March, 2007.

In February-March of 2005, without a raze permit, Developer's crew tore down the back half of the original house. This action was not approved by the city in the building permit and the city issued a stop work order in March 2005, when notified of Developer's violations.

Exhibit M.

When the city allowed developer to continue with another building permit in October 2005, Exhibit I, it not only required that she only work on her own land but that she also replace and strengthen the wood for the original house. Developer violated those provisions. First, her crew continued to trespass on our property, e.g., Exhibits K and L. Second, Developer did not

⁶ In the process of tearing off the roof, including the tar paper, Developer's crew threw shingles, tar paper, nails, and pieces of wood into our back yard. Exhibit G. Developer's crew also physically trespassed. Developer's contractor sent a letter apologizing for this and Developer was instructed not to use our property. Exhibit H. In one of the building permits, Exhibit I, Developer was instructed that all work was to be done "entirely" on her property. Nevertheless, such trespass continued throughout the construction process, even at the times that the property was posted. Exhibit J (showing the property posted; it also shows the front part of the original house in relation to our property), Exhibit K (taken prior to Sept. 2006) (which shows storage of construction material on our property and a worker standing on our property), and Exhibit L (Nov.-Dec. 2005) (which shows Developer's construction crew arriving at the property, ignoring the no trespassing signs, and ultimately parking on that private property). These actions have continuously deprived us of the peaceful use of our property for ourselves, including making it unsafe for our dogs to be in the backyard.

replace the wood taken down (i.e., replace the back half of the original house), nor did she replace the wood or strengthen the remaining wood in the front half of the house. Exhibit N.

Developer's actions in razing the back half of the house, in violation of her permit, destroyed her ability to continue the large set back on the neighboring property of 5011 Belt Rd. Mr. John Lemoine, part owner of 5011 Belt Rd (along with his wife) called DCRA and requested a wall check, pointing out that Developer no longer had a right to the grandfathered side yard set back. No wall check apparently was conducted.⁷

Instead of strengthening or preserving the original farm house, developer at all times left the house open to the elements.⁸

When developer started work again, she began to excavate the back yard, digging straight down from both sides of the property on the property lines, with NO shoring and no real fencing on either side. It is clear that Developer's excavation actions, including her failure to conduct proper groundwater studies beforehand and to take necessary precautions, caused both sides of the property to cave in. Exhibit P. These cave-ins also caused Developer's workers to move property line stakes (another cause for our request for a wall check from DCRA upon our recent discovery of the new McMansion being closer to the property line than the original farm house). These cave-ins caused damage to the owners of 5011 Belt, to our property, and to the property at 3948 Garrison St., NW.⁹

⁷ See DCRA records. We have been informed as recently as April 17, 2008, that apparently no wall check had been performed. We requested a wall check for both side yards on Thursday, April 17, 2008.

⁸ See Exhibit O, for the house as it appeared on March 21, 2007, and Exhibit AA, for the house as it appeared in March 2008. See also Exhibit N.

⁹ Developer has failed and refused to repair such damages even to the present day. The damages to 5011 Belt Road are around \$50,000. Our damages are approximately \$10,000,

Another stop work order was posted, Exhibit Q,¹⁰ although Developer incorrectly asserts that there was no such stop work order. Affidavit at ¶ 18. In fact, not only was there a stop work order, but various other violations were levied by the city against the developer during this excavation and foundation-laying process, which continued into the spring and early summer of 2006. See Exhibit R.

Pictures of the completed foundation, Exhibit S, show that Developer's new McMansion and foundation have increased the non-conforming side yard setbacks of the original house, in clear violation of zoning regulations. Moreover, the drawings submitted with the first permit application show the side walls of the addition were supposed be a direct continuation of the side walls of the original house as required by the grandfathering provision of the zoning regulations. Exhibit B (surveyor's plat). However, the pictures clearly show that the new foundation and structure do not continue in a straight line; rather, they extend outside of the walls of the original house, thus making the new foundation much closer to the neighboring property lines by several feet in violation of the grandfather provision. See Exhibit 6 to Applicants' Motion to Dismiss.

Developer then put up the flimsy wood and particle board frame for the new McMansion in a week, Oct. 20. – Nov. 1, 2006, Affidavit at ¶ 20. However, it was in January, 2007, two months *after* she completed that flimsy frame, that she obtained an engineer's report, Exhibit H to Summary Judgment Motion, stating the front part of the house could not be raised four feet. She got this engineer's report because, supposedly, her contractor suddenly discovered “the front

including the physical degradation by Developer's unauthorized trespass on the back part of our property and the cave-in of our property caused by the excavation. See Exhibit E.

¹⁰ The materials provided under FOIA for 5013 Belt Road did not include a copy of the stop work order itself and, accordingly, we must reference it by the notation on the subsequent building permit application (“SWO”). Exhibit Q.

to be rotten” and was concerned that the house could not be lifted. Affidavit at ¶ 20. What Developer fails to acknowledge, however, is that she had left the entire original house open to the elements for two years. See Exhibits T (early 2005), O (March 2007), and Exhibit AA (March 2008). Similarly, she omits any reference to the fact that, in June, 2006, the City posted a sign on the front portion of the original house indicating “DANGER This structure, equipment and/or system is unsafe and its occupancy and/or use is prohibited. It shall be unlawful for any person to enter the structure for any purpose other than to render it safe[.]” Exhibit R. On June 9, 2006, the City inspector took pictures that graphically show the very deteriorated condition of the front part of the structure and also issued a separate notice of violation requiring that there be a barrier placed and that the excavation dirt be covered. Exhibit U. See also Exhibit K, a picture from June 2006, showing the dramatic deterioration since the Developer started her construction project, and, even more amazing, the sky can be seen through the wooden walls of the original structure.

Developer made no attempt to render the structure safe because, clearly, it interfered with her plan to frame in the McMansion. She knew that, if she acknowledged in June 2006 that the remaining piece of the farm house couldn't be used, she would not be able to grandfather her McMansion into the narrow lot.

In January of 2007, Developer received a building permit to “demolish a portion of and [sic] existing [single family dwelling].” Exhibit V. Once again, in March 2007, Developer's crew went beyond the city's permit and entirely RAZED the remainder of the original farm house. And, once more, on March 17, 2007, the City issued a Stop Work Order for going beyond the scope of the permit. Exhibit W. A city inspector took pictures of the property at that

time and his pictures, with his notes, indicate that there was *nothing* left of the original farm house. Exhibit X. As he noted, everything on the property was "ALL NEW."

But for the March 2007 stop work order, and the Zoning Administrator's subsequent refusal to issue yet another permit, Developer's original plan to destroy the original farm house and replace it with a new McMansion would have been achieved.

Developer's actions have even continued to this day. The wood frame McMansion is nothing but wood and particle board and it has been standing open to the elements since November 2006. There are no barriers or fences to protect it. It is an attractive nuisance and poses a fire hazard to itself and to the neighborhood; in fact, Developer was cited for a continuation of this kind of problem in July 2007. Exhibit Y. Although Developer had promised the neighborhood, in a meeting at the property on April 5, 2008, to place barriers across the open windows, the entire open front, and the windows in the basement which is more than four feet above grade, and that she would erect a construction fence around the property for safety, she has not done so. Yet, Developer has directed her crew to go on to the property to remove building materials from it as recently as March 24, 2008. Exhibit Z.

Finally, the Developer's actions have been the subject of a resolution by the appropriate Advisory Neighborhood Commission, which found her actions to be reckless and intentional, which resolution we understand to have been submitted directly to the BZA.

As if the foregoing were not sufficient, Developer has harmed the owners' of the adjoining properties by: (1) causing physical and monetary damages to our properties; (2) causing a lowering of our property values, see Exhibit E; (3) depriving us of our right to peaceful enjoyment of our properties; and (4) constructing a flimsy frame McMansion which is

out of character with our neighborhood and intentionally destroying a charming old wood farm house which was part of the character of our neighborhood. See Exhibit F.

Conclusion

Developer's course of actions should not be allowed or approved by this Board and the Board should sustain the denial of the building permit. The Zoning Administrator's decision should be upheld because, relying on the zoning regulations, he correctly recognized that a developer who brings about the intentional destruction of an entire structure (he specifically said that the destruction here came about because of Developer's lack of maintenance) cannot blame the destruction of the building on either Act of God or casualty.

Clearly, there is no Act of God or casualty in this case because, as a result of the facts outlined above, it was always Developer's plan to destroy the original house after she had progressed far enough with her framing of the new McMansion. This is amply evidenced since Developer had notice from the beginning when she purchased the old farm house that she should do inspections, yet she did none. Developer admits notice of termites in March, 2005, yet she neither inspected for termites nor treated for termites.¹¹ Developer had notice of groundwater problems from the seller and from many neighbors (and from the ground itself), yet she did no groundwater studies and, in fact, caused damage to the neighbors by the excavation cave-ins.

Developer was consistently stopped by the City for exceeding the scope of her permits throughout her process of tearing down the original house; she razed the building piece by piece.

¹¹ For less than \$50, Developer could have had a termite inspection done or called 1-800-Terminix and gotten a full year of termite treatment and inspections for \$349, as currently advertised on television.

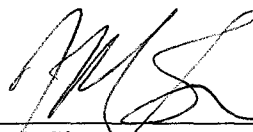
Any moneys she has actually expended ¹² were at her own risk as she has been on actual notice that she proceeded at her own risk from the very beginning when she did no inspections.

In sum, Developer's Motion for Summary Judgment asserts "facts" which are seriously contested by the real facts as evidenced by pictures and exhibits, some of which are attached here, and by the evidence that will be adduced at a hearing. Therefore, Developer's Motion for Summary Judgment should be denied and our Motion to Dismiss should be granted.

Respectfully submitted,



Mary Grumbine
3952 Garrison St., NW
Washington, DC 20016
Applicant for Party Status



Jack Simmons
3952 Garrison St., NW
Washington, DC 20016
Applicant for Party Status

¹² Developer's statements regarding expenses raise serious questions. Her first loan was \$414,150 and the purchase price was \$517,000. Her subsequent construction loan was \$920,150 and the initial mortgage loan and its deed of trust were released upon issuance of the second loan. Thus, it would appear that she has \$405,150 for construction (the difference between her purchase price and her construction loan). See Exhibit C. Nevertheless, several people who have looked at the poor quality construction cannot imagine it costing even \$300,000 to construct from beginning to end. Her numbers do not seem to add up.

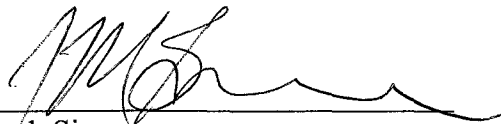
Certificate of Service

This is to certify that the foregoing Opposition to Appellant's Motion for Summary Judgment with attachments was served on each of the following by first class mail, postage prepaid, on April 24, 2008:

J. Patrick Brown, Esq.
Greenstein DeLorme & Luchs, PC
1620 L. St., NW, Suite 900
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Matthew J. Green, Esq.
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941 North Capitol St., NE, Ninth Floor
Washington, DC 20002

Mr. John Lemoine
5011 Belt Road, NW
Washington, DC 20016



Jack Simmons

A

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	<u>4/09/04</u>	1:00 or 2:00 preferred by seller
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)

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. Mayers ("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 for 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/GUARANTEE. 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 202-364-7052
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. **ADDITONS.** The appropriate **JURISDICTIONAL ADDENDUM** and **LEAD BASED PAINT ADDENDA** (if applicable) must be attached and made a 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:

PURCHASER:

Signature

Signature

Date

Date

Signature

Signature

Date of Ratification (see DEFINITIONS PARAGRAPH)

Date

For information purposes only:

Listing Company's Name and Address:
Long & Foster

5101 Wisconsin Avenue, NW

Washington, DC 20016

Office # **202-364-6200** FAX # **202-364-7052**

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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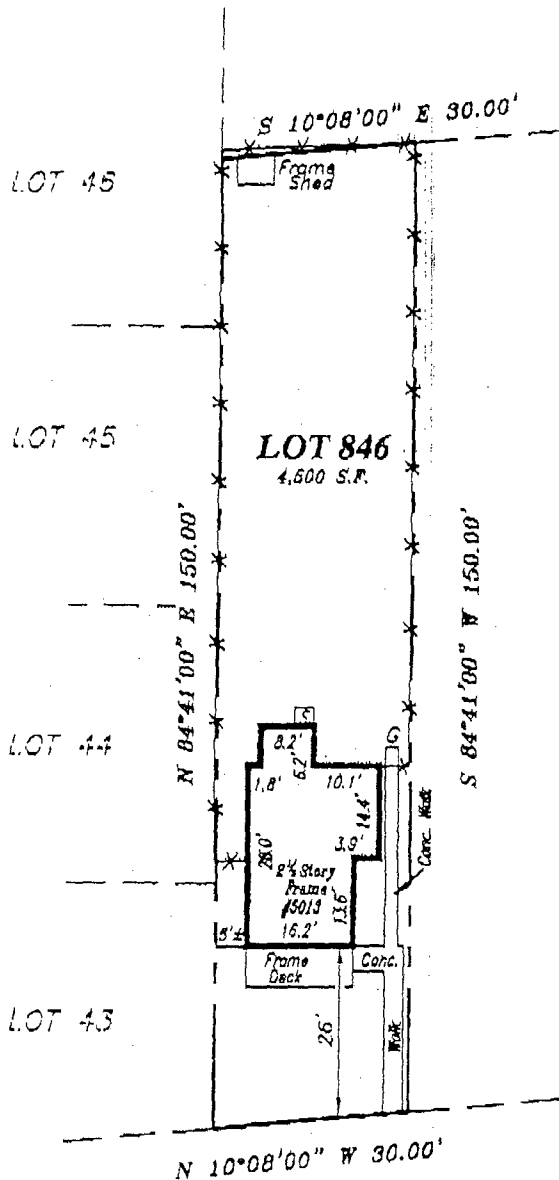
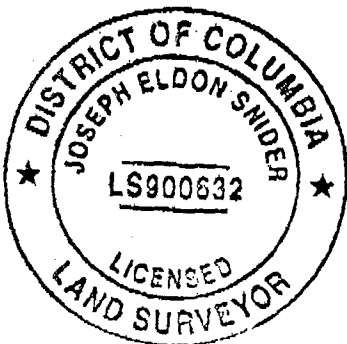
CONSUMER INFORMATION NOTES

- 1 This plan is a benefit to a consumer insofar as it is required by a lender or a title insurance company or its agent in connection with contemplated transfer, financing or re-financing
- 2 This plan is not to be relied upon for the establishment or location of fences, garages, buildings, or other existing or future improvements.
- 3 This plan does not provide for the accurate identification of property boundary lines, but such identification may not be required for the transfer of title or securing financing or re-financing
- 4 Building line and/or Flood Zone information is taken from available sources and is subject to interpretation of originator.



Notes:

- 1) Flood zone "C" per H.U.D. panel No. 0010B.
- 2) No property corners found. Lines shown evidenced by drawing of record and field measurement.



Location Drawing
LOT 846, SQUARE 1756
WASHINGTON
District of Columbia

BELT ROAD, N.W.

SURVEYOR'S CERTIFICATE

THE INFORMATION SHOWN HEREON HAS BEEN BASED UPON THE RESULTS OF A FIELD INSPECTION PURSUANT TO DOCUMENTS OF RECORD AT THE OFFICE OF THE DISTRICT OF COLUMBIA SURVEYOR. LOCATION OF IMPROVEMENTS SHOWN HAS BEEN BASED UPON FIELD MEASUREMENTS FROM EXISTING LINES OF APPARENT OCCUPATION. WHENEVER POSSIBLE, PRIOR SURVEYS OF PUBLIC RECORD HAVE BEEN USED TO CONFIRM INFORMATION SHOWN.

REFERENCES	
D.C. SURVEYOR RECORDS	
BOOK	A&T
PAGE	3281 G
LIBER	



SNIDER & ASSOCIATES
SURVEYORS - ENGINEERS
LAND PLANNING CONSULTANTS
2 Professional Drive, Suite 216
Gaithersburg, Maryland 20879
301/948-5100, Fax 301/948-1266

DATE OF LOCATIONS	SCALE: 1" = 30'
WALL CHECK.	DRAWN BY: M.G.J.



SELLER'S DISCLOSURE STATEMENT

Property Address: 5013 BELT RD, NW WASH DC 20016
 Condominium Unit: _____ Cooperative Unit: _____

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 any expertise in construction, architecture, engineering, or any other specific area related to the construction or condition 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's 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 part of any contract between Buyer and Seller.

If this is a sale of a condominium unit or cooperative unit, or lot 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. Property Conditions, Improvements & Additional Information:

	Yes	No	Unknown	N/A
1. Water system:				
Well supplied	☒	☐	☐	☐
City supplied	☒	☐	☐	☐
Working order?	☒	☐	☐	☐
2. Sewer system:				
Septic tank	☒	☐	☐	☐
City supplied	☒	☐	☐	☐
Working order?	☒	☐	☐	☐
3. Insulation				
4. Urea formaldehyde foam insulation	☐	☒	☐	☐
5. Leaks in roof	☐	☒	☐	☐
6. Age of roof				
0-5 years	☐	☐	☐	☐
5-10 years	☐	☐	☐	☐
10-15 years	☐	☐	☐	☐
15+ years	☒	☐	☐	☐
7. Wall defects	☐	☐	☐	☐
8. Floor defects	☐	☒	☐	☐
9. Foundation defects	☐	☒	☐	☐
10. Window defects	☒	☐	☐	☐
11. Evidence of water in basement	☐	☐	☐	☒
12. Heating system:				
Central	☒	☐	☐	☐
Gas	☒	☐	☐	☐
Oil	☐	☐	☐	☐
Heat Pump	☒	☐	☐	☐
Working order?	☒	☐	☐	☐
Age of Heating System:				
0-5 years	☐	☐	☐	☐
5-10 years	☐	☐	☐	☐
10+ years	☒	☐	☐	☐
13. Air Conditioning System:				
Central	☒	☐	☐	☐
Window	☐	☐	☐	☐
Gas	☒	☐	☐	☐
Electric	☒	☐	☐	☐
Heat Pump	☒	☐	☐	☐
Working order?	☐	☒	☐	☐
Age of Air Conditioning System:				
0-5 years	☐	☐	☐	☐
5-10 years	☒	☐	☐	☐
10+ years	☐	☐	☐	☐
14. Plumbing System:				
Copper	☐	☐	☒	☐
Galvanized	☐	☐	☒	☐
Other	☐	☐	☒	☐
Working order?	☒	☒	☐	☐
Any known problems?	☐	☒	☐	☐



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	Yes	No	Unknown	N/A
15. Electrical System:				
Working order?	☒	☐	☐	☐
Any known problems?	☒	☐	☐	☐
16. History of Infestation				
Termites	☐	☒	☐	☐
Carpenter Ants	☐	☐	☒	☐
Rodents	☐	☐	☒	☐
Other	☐	☐	☒	☐
17. Environmental Problems				
Asbestos	☐	☐	☒	☐
Radon Gas	☐	☐	☒	☐
Formaldehyde	☐	☐	☒	☐
Contaminated soil	☐	☐	☒	☐
Other	☐	☐	☒	☐

Provide explanations of the foregoing responses here. Attach additional sheets if necessary: Fuse box needs work with heading up.

B. Appliances/Systems/Services: The items below are in working order:

	Yes	No	Unknown	N/A
1. Range/Oven	☒	☐	☐	☐
2. Dishwasher	☒	☐	☐	☐
3. Refrigerator	☒	☐	☐	☐
4. Range hood/fan	☒	☐	☐	☐
5. Disposal	☒	☐	☐	☐
6. TV antenna, TV rotor & controls	☐	☒	☐	☒
7. Storm Windows	☐	☒	☐	☐
8. Garage door opener & remote control	☐	☐	☐	☒
9. Alarm system	☐	☐	☐	☒
10. Intercom system	☐	☐	☐	☒
11. Central vacuum	☐	☐	☐	☒
12. Attic fan	☐	☐	☒	☒
13. Pool heater, wall liner & equip.	☐	☐	☐	☒
14. Microwave oven	☐	☐	☐	☒
15. Trash compactor	☐	☐	☐	☒
16. Ceiling fan	☒	☐	☐	☒
17. Sauna/hot tub	☐	☐	☐	☒
18. Lawn sprinkler system	☐	☐	☐	☒
19. Water heater	☒	☐	☐	☒
20. Water softener/conditioner	☐	☐	☐	☒
21. Sump pump	☐	☐	☐	☒
22. Furnace	☒	☐	☐	☒
23. Humidifier	☐	☐	☐	☒
24. Electronic air filter	☐	☐	☐	☒
25. Solar heating system	☐	☐	☐	☒
26. Fireplace & chimney	☐	☐	☐	☒
27. Wood burning system	☐	☐	☐	☒
28. Smoke Detector(s)	☐	☐	☒	☒
29. Carbon Monoxide detector(s)	☐	☐	☐	☒

Provide any explanations of the foregoing responses here. Attach additional sheets if necessary:

Range oven's electronic start is not working but can be started with a match

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.





C. Other items: Are you aware of the following:

1. Features of the property shared in common with the adjoining landowners:

	Yes	No	Unknown	N/A
Walls	---	---	---	XXXX
Seller responsible for maintenance	---	---	---	XXXX
Fences	---	---	---	XXXX
Seller responsible for maintenance	---	---	---	XXXX
Roads	---	---	---	XXXX
Seller responsible for maintenance	---	---	---	XXXX
Driveways	---	---	---	XXXX
Seller responsible for maintenance	---	---	---	XXXX
Other (list)	---	---	---	---
_____	---	---	---	---
_____	---	---	---	---
_____	---	---	---	---
Seller responsible for maintenance	---	---	---	XX
2. Encroachments	---	---	---	---
3. Easements	---	---	---	---
4. Zoning violations	---	---	---	---
5. Nonconforming uses	---	---	---	---
6. Structural modifications	---	---	---	---
7. Settling problems	---	---	---	---
8. Flooding problems	---	---	---	---
9. Drainage problems	---	---	---	---
10. Structural problems	---	---	---	---
11. Grading problems	---	---	---	---
12. Damage to property from:	---	---	---	---
Fire	---	---	---	---
Wind	---	---	---	---
Floods	---	---	---	---
Landslides	---	---	---	---

Provide any explanations of the foregoing responses here. Attach additional sheets, if necessary.

Front walkway is in disrepair

or family member or family member

The Seller, present (date) has lived in the residence on the property from 1979 (date) to 1979 (date). The Seller has owned the property since 1979 (date) and makes the statements herein only since that date. The Seller has indicated above as to the condition of all the items based on information actually known to the Seller.

Seller certifies that the information in this statement is true and correct to the best of Seller's actual knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY.

X Seller Shanda Dwyer Date Feb. 14, 2004

Seller _____ Date _____

BUYER HEREBY EXPRESSES AN INTENT TO RESIDE IN THE PROPERTY TO BE TRANSFERRED.

BUYER HAS READ AND ACKNOWLEDGES RECEIPT OF THIS STATEMENT AND ACKNOWLEDGES THAT THIS STATEMENT IS MADE BASED UPON THE SELLER'S ACTUAL KNOWLEDGE AS OF THE ABOVE DATE; IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES WHICH BUYER MAY WISH TO OBTAIN; AND 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 [Signature] Date 3/24/04

Buyer _____ Date _____





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

ADDRESS 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):

ADDITIONAL EXCLUSIONS (SPECIFY):

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	
☒ 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.	

I/We 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.

Seller

Date

Seller

Date

This recommended form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
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GCAAR FORM # MC & DC 910A -- 5/2000
LF290



E No: E Date:
of



DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

RE: **5013 BELT ROAD, NW WASHINGTON, DC 20016**

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (Initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

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

☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check one below):

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

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

Purchaser's Acknowledgment (Initial)

(c) Purchaser has read the Lead Warning Statement above.

(d) Purchaser has received copies of all information listed above. ☐ yes ☐ no ☒ none listed

(e) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*. ☒ yes ☐ no

(f) Purchaser has (check one below):

☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

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

Agent's Acknowledgment (Initial)

(g) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

Ronda Mayers Feb. 14, 2004
Seller Date

[Signature] 3/24/04
Purchaser Date

Barbara L. Zucker 2/14/04
Agent Date

Doc Cadogan's Clerk 3/24/04
Agent Date



LF089 10/01



E No: E Date:
— of —

AA





B

04-00262
RIB

D.C. No.		O.G. No.		PERMIT NUMBER	
PA No.		S.I. No.		By:	
Ward No.		Receipt No.		Date:	
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)

FEARANCE TO FILE
Date

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

8/9/04

(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: Plot 516 876	3. Square: 1756	4. Application Date: 7/26/04
5. Owner of Building or Property: Stephanie 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

EC Fee Inside C/O 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	
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	By: _____ Date: _____	
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	21113-C		
P			
E	w/ Yes ☐ No ☐		
PLANS			
☐ No ☐ Sign ☐ L			

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

Owner's Name: Artin Cizler		29. Lic. No.: 012918	30. Architect's Address: (include Zip) Germanatown 12530 milestone manor lane MD 20870		31. Phone: 703 267 6748
Owner's Name:		33. Lic. No.:	34. Engineer's Address: (include Zip)		35. Phone:
Adding Contractor's Name: TBD		36A. Lic. No.:	37. Contractor's Address:		38. Phone:
Type of Construction Masonry ☐ Steel ☐ Wood ☐ Other: ☐ Concrete ☐	40. Fire Suppression: ☐ Fully Sprinklered ☐ Standpipe System ☐ Partially Sprinklered ☒ None ☐ Other:		41. Booster Pump: ☐ New ☐ Existing ☒ None	42. Total Lot Area: 4500 sq. ft.	43. Breakdown of Lot Area (= 100%): a. Building: 29 % b. Paved Area: 05 % c. Greenery: 66 %
Present Gross Floor Area of Bldg.: 1019 sq. ft.	45. Proposed Gross Floor Area of Bldg.: 3419 sq. ft.		46. Floors involved in this permit: ☐ All ☒ Floors 3		47. Projection beyond building line? ☐ Yes, answer q. 48-52 ☐ No, SKIP q. 48-52
Number and type of projection: roof projection only		49. Distance of projection:		50. Width of projection:	51. Width of building frontage: ft.
				52. Signature of Owner (projection only):	
Water or Sewer Excavation? ☒ Yes ☐ No	54. Driveway Construction? ☐ Yes ☒ No	55. Sheeting/Shoring Necessary? ☐ Yes ☒ No	56. Elevators involved? ☐ Yes, answer q. 57 ☒ No, SKIP q. 57	57. No. and type of elev.:	58. Plans Certified by Engineer? ☐ Yes, cert. is attached ☐ No

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

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

Raze Contractor's Name:		62. Contractor's Address: (include Zip)			63. Phone:	
Insurance Company:		65. Policy or Certif. No.:	66. Expir. Date:	67. Raze Method:		
Building Material:	69. Raze Entire Building? ☐ Yes ☐ No	70. Building Condemned? ☐ 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.
Plumber's Name:		75. Lic. No.	76. Length: ft.	77. Width: ft.	78. Height: ft.	79. Volume: cu. ft.
						80. Party Wall? ☐ Yes ☐ No
Asbestos in the Building? ☐ No ☐ Yes, Location		82. Raze Contractor Signature:			OFFICIAL USE ONLY	
		83. Owner's Signature:			FEE	By: Date:

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

* The retaining wall will not obstruct any accessible parking required by D.C. Zoning Regulations

Cost of Work:	85. Material:	86. Height: ft.	87. Color:	88. Location: ☐ Entirely on Owner's Land ☐ Party Line with Adjacent Neighboring Land*	
* If party wall, the owner of the adjoining property must agree to the erection of the retaining wall and this application.					
i. Signature of Adjoining Owner:		90. Phone: Work Home		OFFICIAL USE ONLY	
ii. Address of Adjoining Owner:		92. Lot:	93. Square:	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: 7/26/04
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

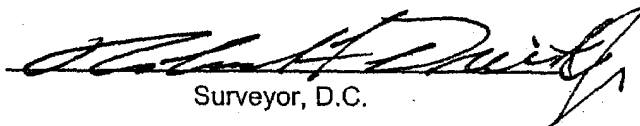
Washington, D.C., May 11, 2004

Plat for Building Permit of: SQUARE 1756 SITE PER SUB

Scale: 1 inch = 20 feet

Receipt No. 11535

Furnished to: STEPHANIE WALLACE

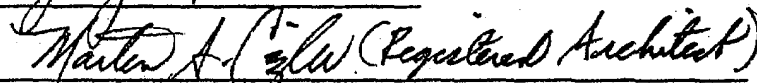

Surveyor, D.C.

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


(Registered Architect)

(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.

BELT ROAD

New Covered Front Entry Porch Add. @ Residence Front

New One Story Frame Addition at Front Building Corner w/roof (3.9' x 3.9')

Existing 2 1/2 Story Frame # 5013

Proposed 2 3/4 Story Rear Wood Frame Addition to Exist. Residence Over Finished Bsmt. (20.1' x 40.0')

LOT 846
SQUARE 1756
4,500 SF

To New Addition Rear House Corner

New Grade Level Patio Slab at Rear of New Addition

N 84° 41' E

S 84° 41' W

Lot Area = 4500
160 SF
1360 SF
66' x 20' = 1320
= 1520 x 100% = 33.8%

NORTH



Indicates Addition Areas

9/6/09 JH

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

PRE-FILE NUMBERS		ZONING DISTRICT	FILE NUMBER	PERMIT NUMBER	
N.C.P.C. No:	O.G. No:	R-1-B	105843	By:	
H.P.A. No:	S.L. No:	Ward No: 3	Receipt No:	Date:	Receipt No:



DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUILDING AND LAND REGULATION ADMINISTRATION PERMIT SERVICE CENTER
 Tel 202-442-4589 Fax 202-442-4862

BLRA-33
(Rev. 2/04)

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

0005

CLEARANCE TO FILE
 By: _____ Date: _____

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

1 Address of Proposed Work 5013 BELT ROAD NW		Suite No. 846	2.1 846	3. Square 1756	4. Application Date 4.17.07
5 Owner of Building or Property STEPHANIE WALKER		6 Address (include Zip Code) 2215 49th ST N.W.		7 Phone 202-686-5309	
8 Agent for Owner: (if applicable) ALLEN ADAMS		9. Address (include Zip Code) 10201 W. HUNTER RD.		10. Phone 202-672-2351	
11. Type of Proposed Work (check all applicable boxes)					
☐ New Building ☒ Addition ☐ Alteration and Repair ☐ Raze Building ☐ Retaining Wall ☐ Fence ☐ Shed ☐ Awning ☐ Garage ☐ Sign ☐ Projection ☐ Other (Specify) <u>FOOTER</u>					
12. Description of Proposed Work EXPAND (ALTER) PERMIT #10370 TO RECTIFY NEW FOOTER AND REVISION TO 13468 280 NEW (C) RECY STRUCTURE REPAIRING EXISTING (Structural only)					
13 Existing Use(s) of Building or Property SFD		14 Ex. No of Stories of Bldg 3	15 Ex No of Dwelling Units 1	Official Use Only Miscellaneous FEE \$ 200	
16 Proposed Use(s) of Building or Property SFD		17 Prop No of Stories of Bldg 3	18 Prop. No of Dwelling Units 1	By: <u>W</u>	Date: <u>4/20/07</u>
19 Starting Date	20 Completion Date of work	21 Method of Removing Construction Debris ☒ Pick-up Truck ☐ Dumpster ☒ Other (specify) <u>DUMP TRUCK</u>		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	25. Area of Offsite Drainage	26. No of Footings or Columns 1	27 Size of Footings or Columns 1.4M	

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					
P					
E					W U Yes U No
F					PLANS
S					U No U Sm U Lg

UNAPPROVED DO NOT USE ON THIS PAGE - OFFICIAL USE ONLY

A. PERMIT CONTROL		C. PLANS AND APPLICATION APPROVAL	
☐ 1. Fine Arts by: _____ Date: _____ ☐ 2. Historic by: _____ Date: _____ ☐ 3. Cap. Gateway by: _____ Date: _____ ☐ 4. NCPC: _____ Date: _____ ☐ 5. W.H.Obs. Precinct by: _____ Date: _____ ☐ 6. Flood Control by: _____ Date: _____ ☐ 7. WMATA by: _____ Date: _____ ☐ 8. Condom. by: _____ Date: _____ ☐ 9. Rental Accom. by: _____ Date: _____ ☐ 10. Chinatown Distr. by: _____ Date: _____ ☐ 11. Utility Clearance by: _____ Date: _____ ☐ 12. General Liability Ins. Policy Clearance by: _____ Date: _____	☐ 1. Information Counter by: <u>TAG</u> Date: <u>4/17/07</u> ☐ 2. Information Center by: _____ Date: _____ ☐ (a) ABRA by: _____ Date: _____ ☐ (b) Noise Control by: _____ Date: _____ ☐ (c) Industrial Safety by: _____ Date: _____ ☐ (d) Vector Control by: _____ Date: _____ ☐ (e) D.C. Animal by: _____ Date: _____ ☐ (f) Police Dept. by: _____ Date: _____ ☐ 3. Zoning by: _____ Date: _____ Zoning Update by: _____ Date: _____ Zoning Overlay approval by: _____ Date: _____ ☐ 4. DDOT - Permit and Records Division/Deposit # Sidewalk Deposit \$ _____ Driveway Deposit \$ _____ by: _____ Date: _____ ☐ 5. Water/Sewer Design Branch Consumer Eng. by: _____ Date: _____ ☐ 6. Environmental Regulation Administration ☐ Environmental Policy Review Control No. _____ by: _____ Date: _____ ☐ Erosion Control by: <u>DS</u> Date: <u>4/18/07</u> ☐ Storm Water Mgmt. by: _____ Date: _____ Plan No. _____ ☐ Air Quality by: _____ Date: _____ ☐ Underground Storage by: _____ Date: _____ ☐ 7. Mechanical Eng. Review by: _____ Date: _____ ☐ 8. Plumbing Eng. Review by: _____ Date: _____ ☐ 9. Electrical Eng. Review by: _____ Date: _____ ☐ 10. Health Plan Review ☐ (a) Food Plan Review by: _____ Date: _____ ☐ (b) Medical X-Ray Plan Rev. by: _____ Date: _____ ☐ 11. Fire Protection Plan Review by: _____ Date: _____ ☐ 12. D.C. Fire Dept. (Fire Prevention Plan Review Section) by: _____ Date: _____ ☐ 13. Elevator Plan Rev. Sec. by: _____ Date: _____ ☐ 14. Plumbing Insp Rev. by: _____ Date: _____ ☐ 15. Construction Insp. Branch (Field Check) by: <u>Barbara</u> Date: <u>4/17/07</u> ☐ 16. Historic Pres. Div. by: _____ Date: _____ ☐ 17. EISF: _____ Date: _____ ☐ 18. Structural Eng. by: <u>Just</u> Date: <u>4/20/07</u> ☐ 19. Permit and Certificate Issuance Counter by: _____ Date: _____ ☐ 20. QC By: _____ Date: _____		
B. CLEARANCE TO FILE PLANS			
☐ 1. Zoning by: _____ Date: _____ ☐ 2. DDOT - Permit and Records Division Access to Parking Street ☐ Street ☐ Alley Cleared by: _____ Date: _____ ☐ 3. DDOT - Consumer Engineer Cleared by: _____ Date: _____ ☐ 4. ERA - Erosion Control Cleared by: _____ Date: _____			
Restrictions of the Permit <i>AS PER APP 4 PLANS Sdg OK TO go through permit process</i> Hold for TO REPORT WASTE, FRAUD, OR ABUSE BY ANY D.C. GOVERNMENT OFFICIAL, CALL THE D.C. INSPECTOR GENERAL AT 1-800-521-1639			
ZONING		DDOT - PUBLIC SPACE	
C of O Number _____ Date _____ Existing Use(s) _____ Proposed Use _____	☐ New Bldg ☐ P.O.D. ☐ File in room 2124	Street Name: _____ Street Width: _____ Road Width: _____ Sidewalk Width: _____ Parking: _____	
Job No. _____	BZA Case No. _____	PUD Order No. _____	Restrictions: _____

C

RECORD AND RETURN TO:
FIDELITY & TRUST MORTGAGE
7000 WISCONSIN AVENUE
CHEVY CHASE, MD 20815
ATTN: SHIPPING DEPT.

[Space Above This Line For Recording Data]

DEED OF TRUST

Loan ID #: 713039
MIN 1001278-0000713039-5

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated April 9th, 2004 together with all Riders to this document.

(B) "Borrower" is STEPHANIE A. WALLACE, SOLE

Borrower's address is 2215 49TH ST, WASHINGTON, DC 20007

Borrower is the trustor under this Security Instrument.

(C) "Lender" is FIDELITY & TRUST MORTGAGE, INC.

Lender is a CORPORATION

organized and existing

under the laws of THE STATE OF MARYLAND
7000 WISCONSIN AVENUE, CHEVY CHASE, MARYLAND 20815

Lender's address is

(D) "Trustee" is GILBERT DELORME, ESQ

Trustee's address is 1620 L. STREET, NW, STE 900, WASHINGTON,

DC 20036-5065

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, Michigan 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated April 9th, 2004. The Note states that Borrower owes Lender Four Hundred Fourteen Thousand One Hundred Fifty and no/100- - - - - Dollars (U.S. \$ 414,150.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 1st, 2034.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- | | | |
|---|---|---|
| ☒ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☐ Other(s) [specify] |
| ☒ 1-4 Family Rider | ☐ Biweekly Payment Rider | |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.



LT1-5-2005101932-1

Recording Requested By:
T.D. SERVICE COMPANY

And When Recorded Mail To:
T.D. Service Company
1820 E. First St., Suite 300
Santa Ana, CA 92705



LT2-8-0-2

Space above for Recorder's use

MERS MIN#: 100127800007130395 PHONE#: (888) 679-6377

Customer#: 606 Service#: 2874397RL1



Loan#: 0009702101

CERTIFICATE OF SATISFACTION

KNOWN ALL MEN BY THESE PRESENTS:

That Julie A. Yates, Vice President representing MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC does hereby certify and acknowledge, under penalties of perjury, that the Promissory Note or other evidence of indebtedness secured by that certain Mortgage/Deed of Trust made between STEPHANIE A. WALLACE, SOLE and MERS, INC., AS NOMINEE FOR FIDELITY & TRUST MORTGAGE, INC., mortgagee/trustee(s), dated APRIL 09, 2004 and recorded APRIL 22, 2004, as Instrument No. 2004055716 in Book No. — at Page No. —, among the Land Records of District of Columbia, which encumbers the real property herein, has been fully paid and that MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC was, at the time of satisfaction, the holder of the Promissory Note or other evidence of indebtedness and that the lien of said Mortgage/Deed of Trust is hereby released.

The property encumbered by said Deed of Trust is described as follows:

See Attached Exhibit

Property Address: 5013 BELT ROAD, Washington DC 20016-

WITNESS the hand and seal of the party making this certification this JUNE 24, 2005
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

By:

Julie A. Yates, Vice President

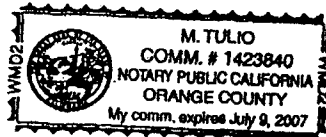
State of CALIFORNIA
County of ORANGE

}
} ss.

On JUNE 24, 2005, before me, M. Tullo, personally appeared Julie A. Yates, Vice President personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

(Notary Name): M. Tullo



di

DEED OF TRUST AND SECURITY AGREEMENT

3.0 THIS DEED OF TRUST AND SECURITY AGREEMENT (this "Deed of Trust") is made as of this ___ day of June, 2005 by and among STEPHANIE A. WALLACE whose address is 2215 49th Street, N.W., Washington, D.C. 20007 ("Grantor"), and BARRY C. WATKINS AND HORACIO CHACON, as trustees (whether one or more hereinafter referred to as "Trustees"); for the benefit of FIDELITY & TRUST BANK, a Maryland banking corporation, its successors and assignees (collectively referred to as "Beneficiary").

WITNESSETH:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged and to secure

A. The payment of an indebtedness of Grantor in the principal sum of Nine Hundred Twenty Thousand One Hundred Fifty and No/100 Dollars and No/100 Dollars (\$920,150.00), or so much thereof as shall be advanced from time to time pursuant to the terms of that certain Purchase Money Deed of Trust Note made by Grantor, evidencing such indebtedness bearing even date herewith, payable to the order of Beneficiary and together with all extensions, renewals and modifications thereof, or substitutions therefore (collectively, the "Note"), and

B. The prompt performance of every covenant, term and condition made or to be complied with by Grantor pursuant to this Deed of Trust, the Note or set forth in any other documents evidencing the Loan (the "Loan Documents") together with all extensions, renewals and modifications thereof, and all of the costs and expenses incurred in respect to the Note or any instrument now or hereafter evidencing or securing such indebtedness, including without limitation attorneys' fees incurred or paid by Beneficiary, Trustees or substituted trustee or trustees, or by any person hereby secured, whether suit be brought or not, or on account of any litigation at law or in equity which may arise in respect to this Deed of Trust, the Note or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof, Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto Trustees, their survivor and other successor or successors in trust:

C. Grantor's right, interest and title in all those certain lots, pieces or parcels of land with the buildings and improvements now or hereafter erected thereon, situate, lying and being in the District of Columbia, with a street address of 5013 Belt Road, N.W., Washington, D.C. 20016, as more fully described on Exhibit A, attached hereto and made a part hereof by reference (collectively, the "Property").

TOGETHER with all and singular the tenements, hereditaments, easements, rights of way, franchises, licenses, permits, approvals and appurtenances now or hereafter thereunto belonging or in any way appertaining, and the reversion or reversions, remainder and remainders; and also all present and future leases of the Property or any part thereof, and all extensions, renewals and modifications thereof, or substitutions therefore, and all rents, issues and profits therefrom; and also all the estate, right, title, interest, property, claim and demand whatsoever of Grantor, of, in and to the same, and of, in and to every part and parcel thereof.

TOGETHER with all right, title and interest of Grantor, if any, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Property to the center line thereof.

TOGETHER with all right, title, and interest of Grantor in all pledges from members of Grantor or others to Grantor or its affiliates or related entities.

TOGETHER with all machinery, apparatus, equipment, communications apparatus, fittings, fixtures, furniture and articles of personal property of every kind and nature whatsoever, other than consumable goods (and excluding property owned by tenants which according to the terms of any applicable leases may be removed by such tenants at the expiration of such leases), now or hereafter located in or upon the Property or any part thereof, and used or usable in connection with any present or future operation of the Property, whether now owned or hereafter

LT2-0-0-21

CA20

D

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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E



LICENSED IN WASHINGTON, DC & MARYLAND

April 21, 2008

Board of Zoning Adjustment
Washington, DC

To Whom It May Concern:

Mr. and Mrs. Simmons recently contacted me to discuss listing their home and some issues relating to the property located behind them at 5013 Belt Rd., NW, Washington, DC. I have been working in their neighborhood as a real estate agent for over 24 years and sold two houses on their block within the past year. During our discussion, they asked when the height of the market was in the past few years. The height of the market occurred in 2005 and the spring of 2006.

If the Simmons were to place their home on the market, the property at 5013 Belt Rd., NW would likely have a negative impact on the value of the Simmons' property. 5013 Belt Rd., NW is adjacent to their easement and fully visible from both the back of Simmons' house and back yard. In order to screen out the view of 5013 Belt Rd., NW, it was recommended that the Simmons plant tall evergreens at the back of their property, next to the easement.

5013 Belt Rd., NW has deteriorated significantly and has been vacant for a very long period of time. Mr. and Mrs. Simmons have told me that they have found standing water, beer bottles and a lighter on the property. While it is difficult to come up with a specific dollar amount for how their property is affected, many buyers in today's market would be concerned about the following: 1. living next door to an "eyesore"; 2. dealing with the uncertainty of what will happen to this property and when; 3. the necessity of dealing with the repeated trespassing on the easement by the current owner and the easement's deterioration as a result; and 4. dealing with the current legal battle and the potential necessity of taking further legal action to bring about a resolution.

Respectfully submitted,

Pam Ryan-Brye

301-215-6902 • 202-276-6902

email: Pam.Ryan-Brye@longandfoster.com



Long & Foster Real Estate, 4650 East West Highway, Bethesda, MD 20814



washingtonpost.com

The Dog and Pony Show

Visitors to Stephanie Wallace's Foxhall home are treated to a well-edited display of her life's passion

By Annie Groer

Sunday, September 24, 2006; W32

Competitive amateur rider Stephanie Wallace spends so many weekends at horse shows -- it's her idea of fun -- that when she's home, she likes nothing better than eating in with friends.

For the past seven years, she has been turning her modest brick colonial off MacArthur Boulevard in the District into a stylish sanctuary that pays homage to her passions: horses (she has three, which she boards at friends' stables), dogs (she lives with Mila, a boxer, and Sam, a spaniel of questionable lineage) and entertaining, which she tries to do two or three times a month, from formal sit-downs to casual potlucks.

"My friends think I am crazy, but I really love setting a beautiful table, making things look pretty. I have dishes for every occasion," she says. An ideal gathering occurs when "six or eight friends come over, everyone makes a little something, and we drink some great wine."

The house specialties? "Italian food and shrimp grits."

Because Wallace, 44, and a business partner buy, renovate and sell homes in the area, she can eyeball an interior and quickly decide which walls to remove, which to bump out and which to leave alone. When she bought this \$400,000 fixer-upper in one of her favorite parts of Washington in 1999, she knew what she wanted: a kitchen-centric home with an easy flow for large parties and a series of welcoming spaces for intimate events.

For a renovation cost of \$275,000, she got her spaces, indoors and out. One is a formal dining area with a U-shaped banquette, decorated with a look that's English pub-meets-gentleman's club. Another gathering place revolves around the table between her white country kitchen and cozy sitting room, where she occasionally polishes silver while watching TV. The last are several flagstone-paved "outdoor rooms"-- including one for dining under a pergola -- in the thoughtfully landscaped back yard, which rises away from the house. A "smoking area" features two chairs by the fishpond, while a pair of comfy, weather-resistant sofas in the "living room" flank a soaring, stone fireplace.

Even in the dead of winter, Wallace uses the outdoors for her annual Christmas party. "It's now for about 50 people," she says. "Last year, I had a tent out back, with sides and a heater so I could leave the French doors open. I have a DJ, and the slate floor is great for dancing."

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Wallace has the party catered, "because the years I've cooked I didn't enjoy myself." But she does prepare dinner the night before, for about a dozen out-of-towners. "The menu is always the same -- veal Milanese, baked ziti, a big salad, great Italian wine. It's not fancy, but it's homey."

She put a two-story addition on the back of the house, with the new kitchen and a sitting room on the first floor and a plush master suite above. The old garage at the front of the house became a large foyer that she lined on one side with tall closets faced in weathered barnwood, some fitted with shelves for linens, vases and candlesticks, the better to dress all those tables.

Stand just inside the front door, and it is possible to see straight through to the garden. Turn right, and you enter a small, formal living room with perfectly scaled slipper chairs, a sofa, a chaise and a grand piano. The upholstery is neutral or muted solids and florals, with jolts of color coming from the paintings and prints that Wallace bought, or was given by her father, in decades past, before fine "sporting art" depicting hunting and racing scenes became highly collectible and quite expensive.

The most valuable piece hangs in this living room, a painting of two racers on horseback by famed 18th-century British artist James Seymour. To the untrained eye, it is just one among an eccentric array of 300 years of art and artifacts -- including lamps, plates, statuary and riding ribbons dating to Wallace's own adolescence -- celebrating European and American horses and dogs.

Beyond the living room on the right is the aforementioned clubby three-sided dining alcove, which seats eight. "I love to sit Indian-style, with my feet curled under me, so I had banquettes made. I found a table base and commissioned a walnut top, so eight people can sit around it, and we can pull up two more chairs. The skinniest people sit all the way in." To its left is a bar area, with built-in storage for flutes and goblets, tumblers and pitchers.

But the real heart of the house is the new rear wing. Windows and French doors flood the kitchen and sitting area with light. Glass-fronted cabinets reveal Wallace's many sets of dishes.

Directly overhead is her ultimate sanctuary. Wallace paid as much attention to the master bath as to the kitchen. It features a raised corner-set tub and a pair of sinks surrounded by pale marble. The bedroom, with its pillow-laden bed (a favorite retreat for Sam, the spaniel), has a gas fireplace. Wallace chortles when recalling her madcap acquisition of the painting over its mantle, a Warholesque, three-panel study of a dog she found in a Paris bistro and schlepped back home.

"I spend more money on accessories and knickknacks than I do on furniture," she says gleefully of her deft mix of antiques, fine art and junk-store finds. "You walk into my house and know exactly who I am."

Annie Groer is a staff writer for The Post's Home section, and also spends more money on accessories and knickknacks than furniture.

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Kitchens that Inspire

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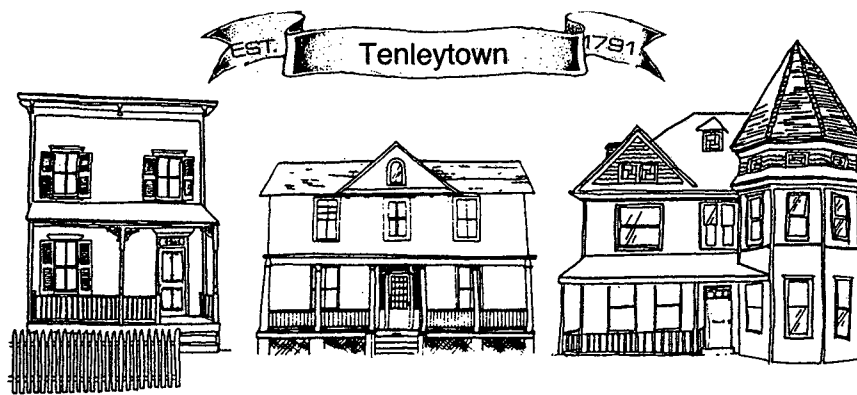
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F



TENLEYTOWN HISTORICAL SOCIETY

21 April 2008

Board of Zoning Adjustment
441 4th Street, NW, #200
Washington, DC 20001

Dear Board Members::

Re: BZA Appeal # 17747

The Tenleytown Historical Society Board of Directors joins with ANC3E and neighbors in opposing the appeal by developer Stephanie Wallace with regard to 5013 Belt Road, NW.

The house that existed on this site was one of the oldest dwellings in Tenleytown. No building permit has been found for 5013 Belt Road, suggesting that it was built prior to the institution of a building permit requirement in the late 1870s. This assumption is supported by an 1878 Hopkins map, for which the information was likely gathered sometime earlier than the publication date, that shows a row of houses along Brookeville (Belt) Road in what appears to be the location of the 5000 block of Belt Road today. One of the names associated with these houses is King. The Kings are one of Tenleytown's original families, a number of whose members are buried in what is now known as The Methodist Cemetery, but in its early days was known simply as the Tenleytown cemetery. The 1900 Census lists several Kings, including a Charles King on Belt Road. According to Charles King's granddaughter, she, her three siblings and their parents lived at 5013 Belt Road for a time. There is little question that 5013 Belt Road was a house of historic value. And though unproven, King family lore, according to the granddaughter, held that timbers from Fort Reno were used in its construction. Though the house was not officially designated historic, its importance to Tenleytown's history and its provenance were real.

Mt. Airy, in which the house was located, was identified in the Tenleytown Historical Society's 2003 *Historic Resources Survey of Tenleytown* as an area worthy of further research and consideration as a historic district.

So Ms. Wallace's cavalier and progressive destruction of the house destroyed not just a building but a significant piece of local history. For a lover of historic buildings, her method was akin to tearing the wings off an insect instead of allowing it a clean and merciful (or in the case of a building, duly noticed raze permitted) death.

I first happened on this situation by accident. Occasionally I drove along the 5000 block of Belt Road to "visit" 5013. First it was sold, then there was digging. And then the back of the house disappeared, with little attempt made to secure the remainder from the elements. Bit by bit, parts of the house were removed. One day two workmen were tearing off what looked like asbestos siding - no protective apparatus, just flinging it away from the house. Then one day I notice a STOP WORK order. For a while things seemed quiet, but then I went by and there were men working. The STOP WORK order was still on the door.

In the fall of 2006, I began contacting Bill Crewes who was, at that time, the DCRA employee responsible for permits. I was still hopeful that the new owner planned to retain the remaining part of the house as a nod to its and the area's history. About that time I encountered a neighbor who advised me that the sole reason for retention of part of the house was to grandfather a 5 foot side yard! Mr. Crewes attended an ANC3E meeting in October 2006 - to talk about his work in general, not specifically about this house. I did, however, take advantage of the opportunity to ask him about 5013 Belt, and was told he had the file on his desk and to "bug him" if he didn't get back to me. I sent Mr. Crewes several additional emails and telephoned at least once. I never had a response. And then Mr. Crewes was gone from DCRA!

The Rock Creek West Element of the new DC Comprehensive Plan, in its Overview, states, "Rock Creek West's most outstanding characteristic is its stable, attractive neighborhoods.....Although these communities retain individual and distinctive identities, they share a commitment toconserving neighborhood quality." It is that neighborhood quality, in addition to history, that Ms. Wallace is destroying. The size of the house she started to build at 5013 Belt road, is out of scale for its long but very narrow lot, both in height and width. Perhaps a skilled and creative architect could have devised a way to build on the lot that was respectful of the immediate neighbors and community and who could have incorporated at least a part of the original house into the new one. This was done with great success to an old farmhouse moved decades ago from its site on what is now 46th Street, NW to Verplanck Place, NW. The old house was retained and addition built around it.

That Ms. Wallace should be granted the right to continue construction at 5013 Belt Road serves no interest but perhaps her own - not DC law, not history, and most assuredly not neighbors. The only permit she might reasonably be granted is one to raze the inappropriate structure she has begun.

Yours truly,

A handwritten signature in black ink, appearing to read "Jane Waldmann". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

Jane Waldmann

Member, Board of Directors

Attachments: 1878 Hopkins map showing Charles King's house
2003 photo of 5013 Belt Road, NW from *Tenleytown Historic Resources Survey*
Copies of emails sent to Bill Crewes
Charles King's descendants 5013 Belt Road prior to 1935

OF
FIFTEEN MILES AROUND

WASHINGTON

INCLUDING

THE COUNTY OF

PRINCE GEORGE

MARYLAND

Compiled, Drawn and Published from Actual Surveys

BY

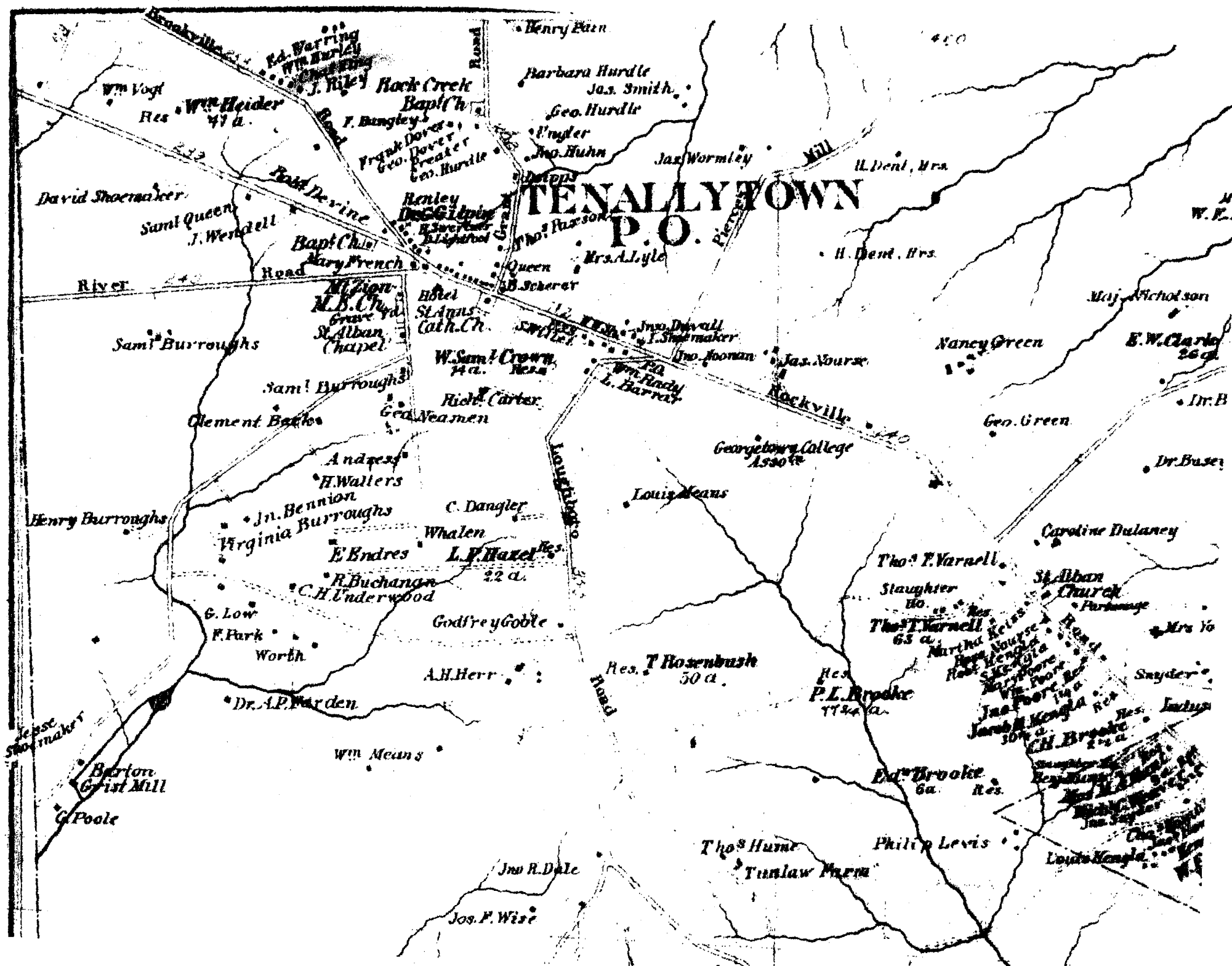
G. M. HOPKINS, C. E.

320 WALNUT STREET

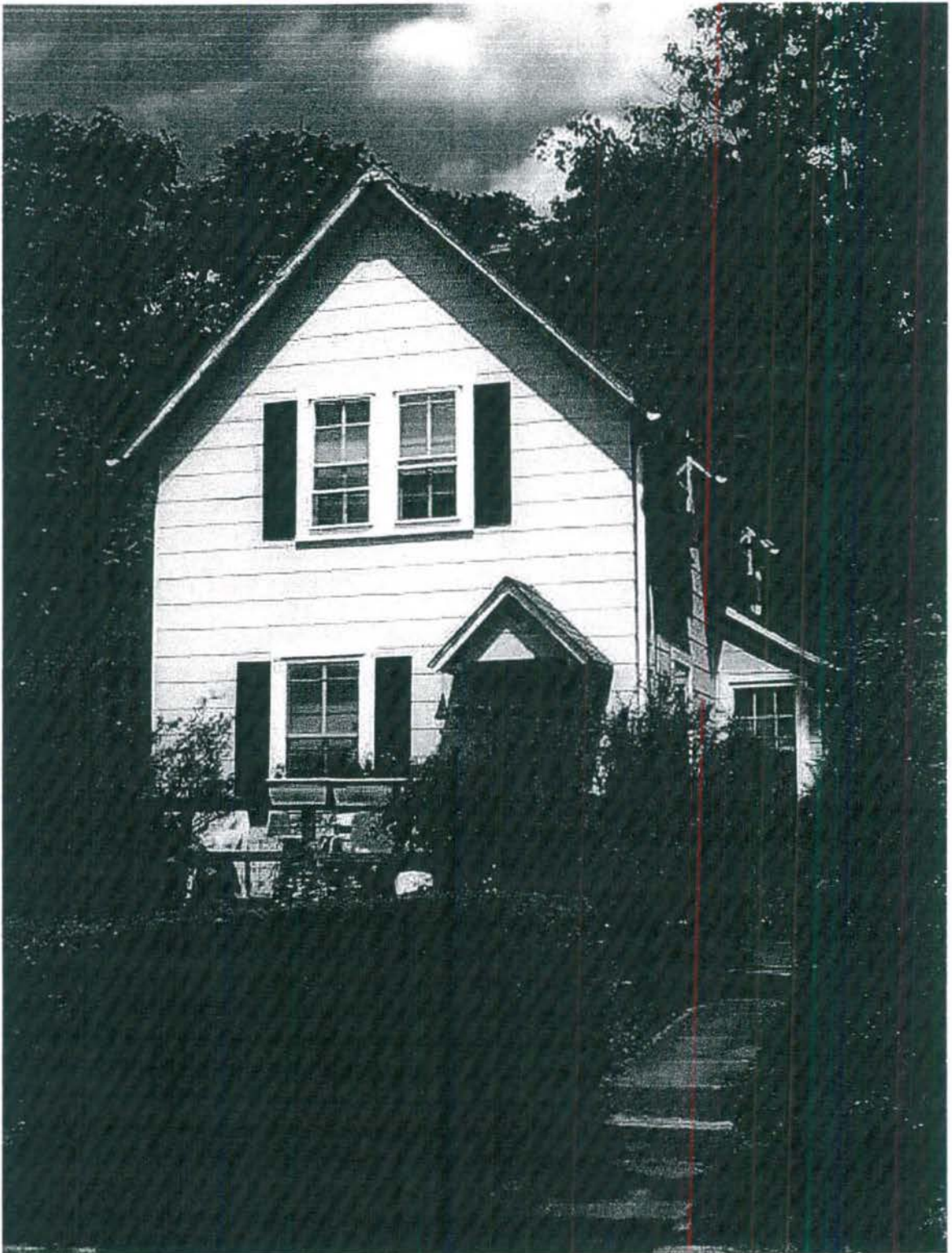
PHILADELPHIA.

1878.

Entered according to Act of Congress in the year AD 1878 by G. M. Hopkins, in the Office of the Librarian of Congress at Washington



5013 Bell Road NW
2003 Tenleytown Historic Resources Survey



JWaldmann

From: "Jane Waldmann" <jciw-centernet@erols.com>
To: "Bill Crews" <Bill.Crews@dc.gov>
Sent: Tuesday, October 10, 2006 8:53 AM
Subject: 5013 Belt Road, NW

Dear Mr. Crewes,

I am looking forward to your meeting with community members tomorrow night at St. Mary's Armenian Church.

I am concerned, for a variety of reasons, about the (remaining section of) house at 5013 Belt Road. What remains is very old - and it is rumored that timbers from Fort Reno were used in its construction. While that will likely never be verified, the house is one of the earliest in our area and as a member of the Tenleytown Historical Society board, I was delighted that the original house, tiny, was not razed.

I go by regularly to see what if any progress has been made. I had hoped to find the owner's name on the permit so I could contact him/her to express thanks for retaining the original house - and, of course, to find out what was planned. In well over a year, nothing seems to have been accomplished. Permit # B477334 - for "underpinning" expired 10/4/06. Permit # B91338, issued 4/21/06 - for "amendment" (!) - expires 4/21/07. An orange notice dated 6/30/06 notes an "unsafe structure" and a work stoppage.

All of this brings up the general question of how long a permit is issued for - 1 year???

And - once work has begun on a site, is there a time frame within which it must be finished? The neighbors are surely tired of the mess next door.

Another question - is the ANC supposed to be notified of ANY raze requests in its jurisdiction - whether by owner or not?

Thanks for your help with the Belt Road house mystery. See you tomorrow.

Jane Waldmann

4/17/2008

JWaldmann

From: "Jane Waldmann" <jciw-centernet@erols.com>
To: "Bill Crews" <Bill.Crews@dc.gov>
Sent: Friday, October 20, 2006 10:20 AM
Attach: 5013 Belt Road 10 09 2005 - 2.jpg; 5013 Belt Road 10 09 2005 rear.jpg
Subject: 5013 Belt Road

Dear Bill,

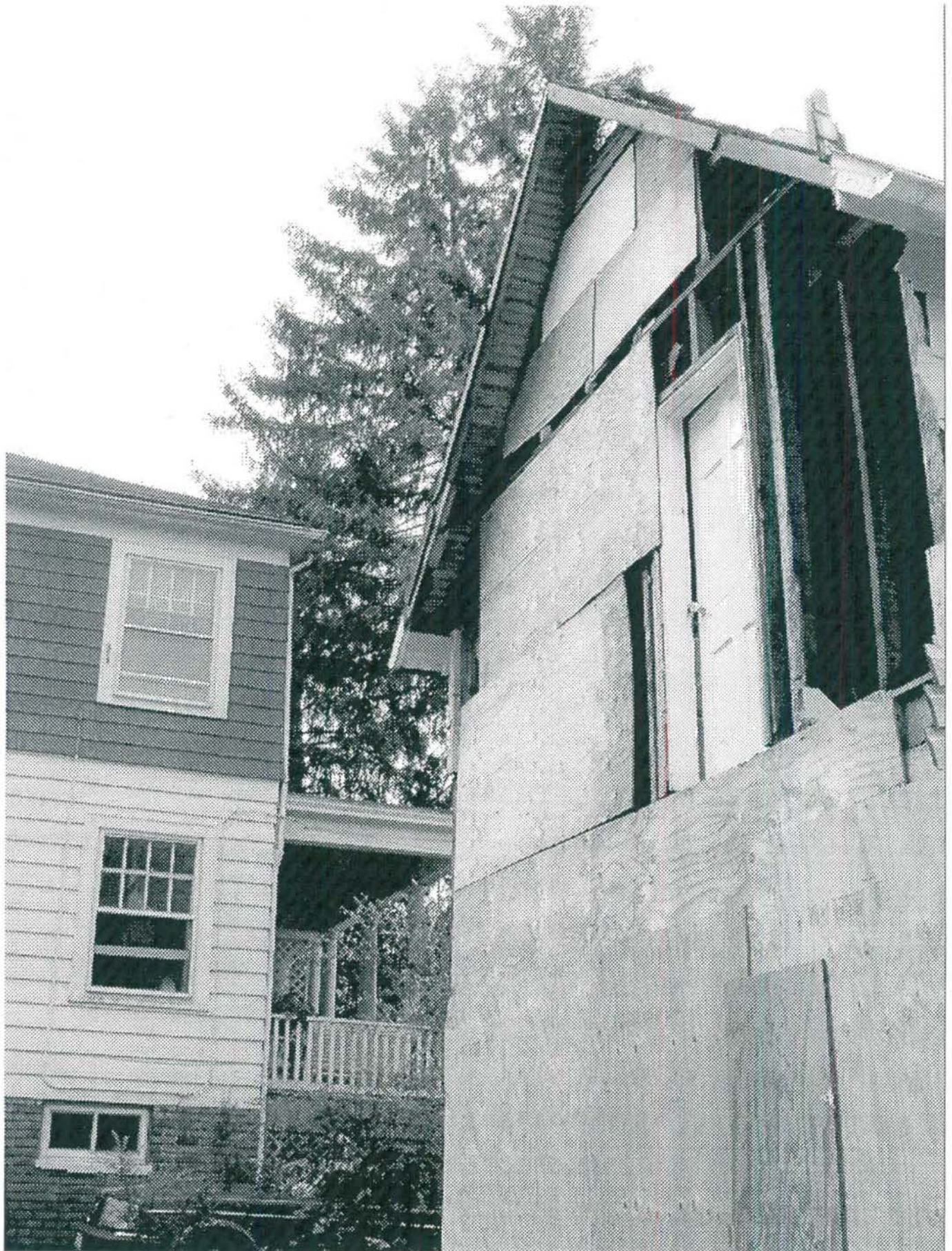
As you suggested, I am reminding you about this property - the attached photos were taken before the siding was removed. I went by yesterday and the property appears unchanged.

I really hope you can provide some information about this. Thank you.

Jane Waldmann
Tenleytown Historical Society board member

4/17/2008





JWaldmann

From: "Jane Waldmann" <jciw-centernet@erols.com>
To: "Bill Crews" <Bill.Crews@dc.gov>
Sent: Thursday, October 26, 2006 5:06 PM
Subject: 5013 Belt Road

Dear Bill,

I've just been by 5013 Belt Road and note that a new foundation is in place and there is a crew backfilling. The stop work order is still on the door!

While there I met the next door neighbor to the south. I remarked on the remaining section of house being one of the very oldest in Tenleytown and wondered why it was saved. The neighbor said that it wasn't altruism, but rather had to do with zoning. Can you tell me specifically what that might be? It sounds to me as if perhaps this should have come to the ANC for review.

Before the project goes any further, can you provide some clarification? Thank you.

Jane Waldmann
Board member
Tenleytown Historical Society

4/17/2008

JWaldmann

From: "Jane Waldmann" <jciw-centernet@erols.com>
To: "Bill Crews" <Bill.Crews@dc.gov>
Sent: Monday, November 06, 2006 10:31 AM
Subject: 5013 Belt Road NW

Good morning Mr. Crews,

I have sent you several emails and at end of last week telephoned you about this property. Your assistant took a message.

You will perhaps recall that we spoke about this property when you came to ANC3E's special meeting. At that time you said that you had pulled the file. That was several weeks ago.

Work has resumed on the property. At the time it resumed the stop work order was still posted. That work is causing damage to the neighbor's property and I understand from him that he has been told that it is a "civil matter" - requiring him to file suit for redress. Surely DC law has some provision that protects abutting property owners from both damage and the requirement that they spend money on suits!

I understand from the neighbor that the very small portion of the former dwelling still standing was retained in order to qualify for an 'addition' rather than new construction - thereby grandfathering a 5' side yard. If this is legal, it should not be.

I would appreciate some response from you as to the current status of permits on the site, whether or not a variance was required, etc.

Thank you.

Jane Waldmann
Tenleytown Historical Society

4/17/2008

Tammy Town Historical Society Collection
Long family descendants photo 1935
at 5013 Beechwood Ave



G



H

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

3952 Garrison St., NW, and
3956 Garrison St., NW
Washington, DC 20016

Ms. Stephanie Wallace
5013 Belt Road, NW
Washington, DC 20016

Dear Ms. Wallace:

We are in receipt of your recent letter seeking access to the easement crossing the rear of our two properties. You ask for permission to use that easement for purposes of access to your property at 5013 Belt Road for construction activities.

We do not authorize you to use of our property, including the easement over our properties. Moreover, the easement across our property does not exist for the benefit of your property and we do not extend that easement to benefit your property.

Please ensure that you – and your contractor and its subcontractors – do not use the easement or enter the easement at any time for any purpose.

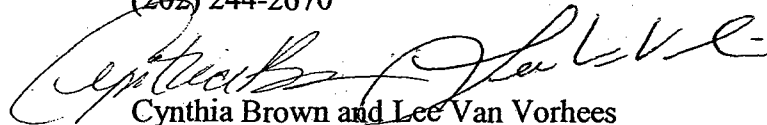
Finally, since your contractor used the easement without authorization for some demolition work, please immediately restore the easement, including removing any debris, to its condition immediately prior to that demolition work.

Please feel free to contact us should you have any questions. Thank you.

Sincerely,



Mary Grumbine and Jack Simmons
(202) 244-2670



Cynthia Brown and Lee Van Vorhees
(202) 237-0425

I

Department of Consumer and Regulatory Affairs
Building and Land Regulation Administration

941 North Capitol Street N.E. Room 2100

Washington D.C. 20002

Tel:(202) 442-4470

Fax:(202) 442-4862

B

Building Permit

THIS PERMIT IS VALID ONLY FOR THE PREMISES
OF THE PROJECT ADDRESS

PERMIT NO. B477334

DATE: 10/4/2005

ADDRESS OF PROJECT: 5013 BELT RD. N.W.		SSL: WARD:	SQ: 1756	SX: ZONE:	LOT: 0846
DESCRIPTION OF WORK: REVISE PERMIT NUMBER B46820 TO DELETE THE STRUCTURAL DRAWING S-1 WHICH WAS NOT ADEQUATE FOR THIS PROJECT AND SUBSTITUTE FIVE NEW SIGNED AND SEALED DRAWINGS. UNDERPIN A PORTION OF THE EXISTING BUILDING					
PERMIT TYPE: UNDERPINNING	PLANS INCLUDED: YES	EXISTING USE: SFD	PROPOSED USE: SAME (2+B)		
PERMISSION IS HEREBY GRANTED TO OWNER: STEPHANEE WALLACE			PERMIT FEE: \$165.00		
AGENT NAME: JAMES F. SMITH, MR. PERMIT, LLC AGENT					
CONDITIONS / RESTRICTIONS: ENTIRELY ON OWNER'S LAND WITH ADDED COST (UNDERPINNING NOT ORIGINALLY PERMITTED). REMOVE AND REPLACE AND DAMAGED WOOD IN ACCORDANCE WITH THE STRUCTURAL PLANS TO PRESERVE THE INTEGRITY OF THE PROJECT. ALL OTHER CONDITIONS OF THE ORIGINAL BUILDING PERMIT ARE TO REMAIN THE SAME EXCEPT AT AMENDED PER ATTACHED PLANS WITH ADDED COST. TO REPORT WASTE, FRAUD OR ABUSE BY ANY D.C. GOVERNMENT OFFICIAL, CALL THE D.C. INSPECTOR GENERAL AT 1-800-521-1639.					
DIRECTOR: PATRICK J. CANAVAN		PERMIT CLERK: B. HAMILTON		EXPIRATION DATE: 10/4/2006	

CONDITIONS: As a condition precedent to the issuance of this permit, the owner agrees to conform with all conditions set forth herein, and to perform the work authorized hereby in accordance with the approved application and plans on file with the District Government and in accordance with all applicable laws and regulations of the District of Columbia. The District of Columbia has the right to enter upon the property and to inspect all the work authorized by this permit and to require any change in construction which may be necessary to insure compliance with the permit and with all the applicable regulations of the District of Columbia. Work authorized under the Permit must start within one (1) year of the date appearing on this permit or this permit is automatically void. If work is not started, any application for partial refund must be made within six months of the date appearing on this permit.

THIS PERMIT MUST ALWAYS BE CONSPICUOUSLY DISPLAYED AT ADDRESS OF WORK UNTIL WORK IS COMPLETED.

NOTIFY THE BUILDING INSPECTOR THE DAY THE WORK STARTS. PHONE: (202) 442-4541 941 NORTH CAPITOL ST NE WASHINGTON DC 20002.

A separate permit is required for all Plumbing, Refrigeration, Gas Fitting, and Electrical Work.

J





K



L





M

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 plot.

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
HOURS/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

[Signature]

Time

Date

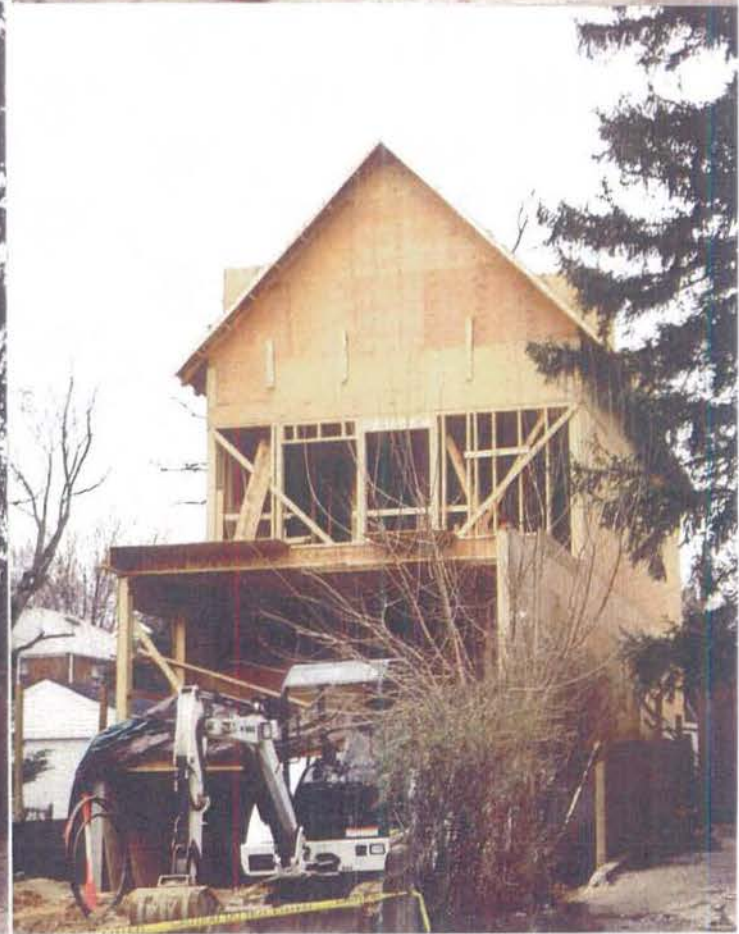
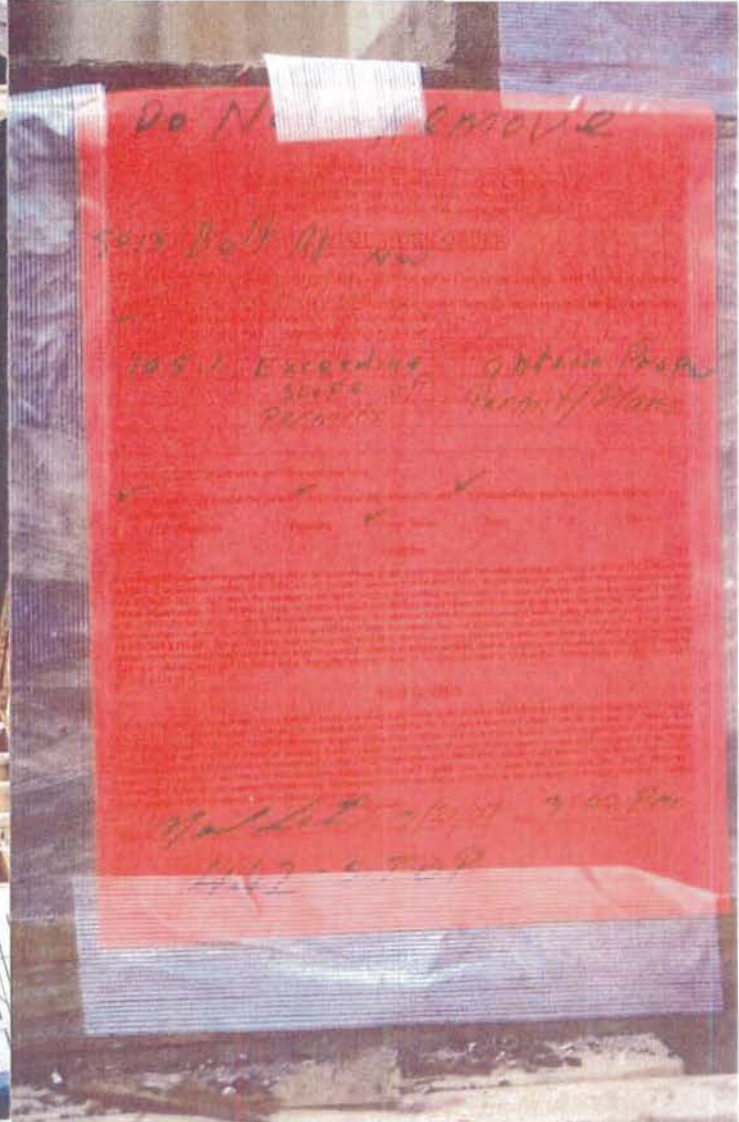
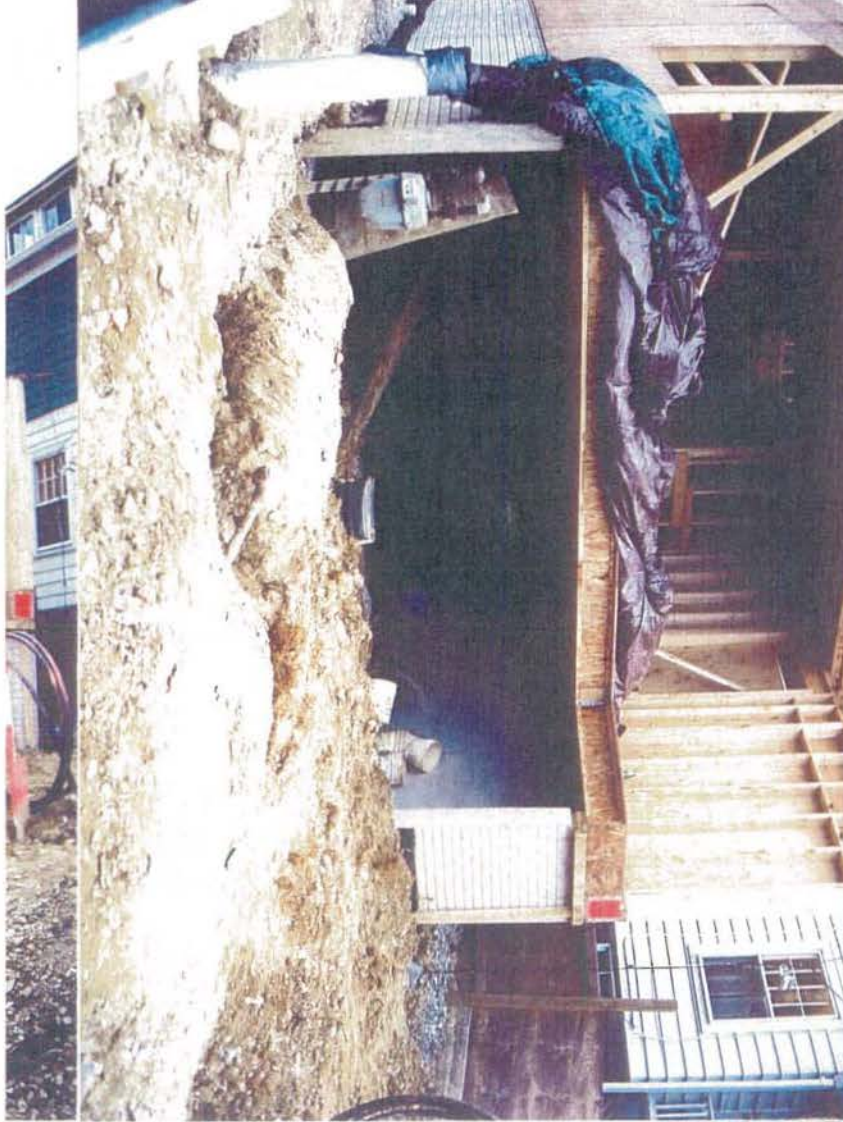
Official

N

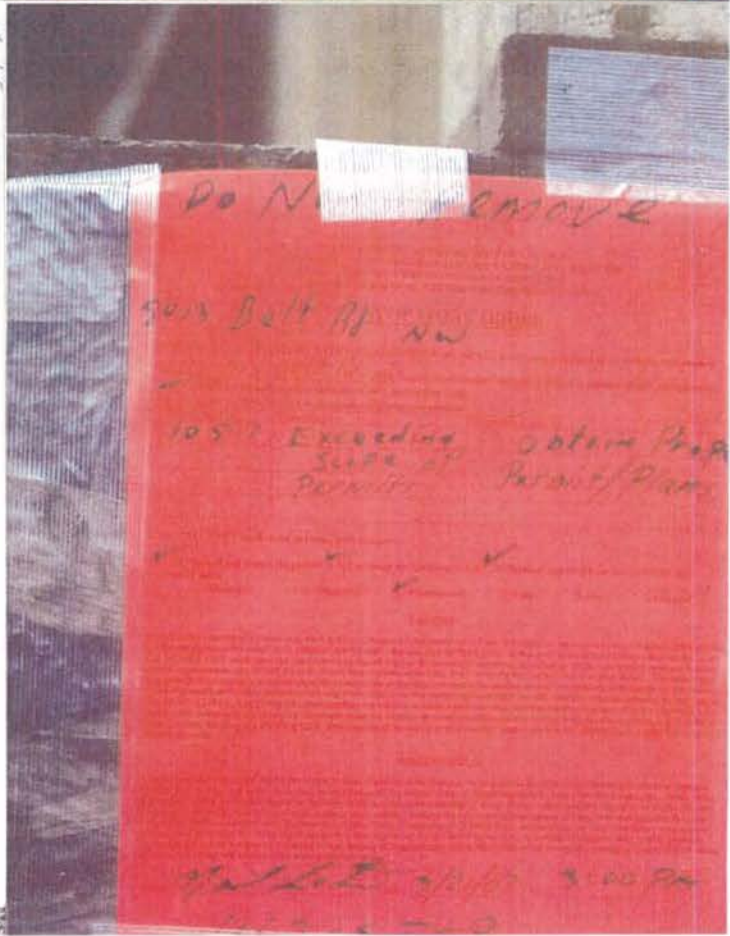
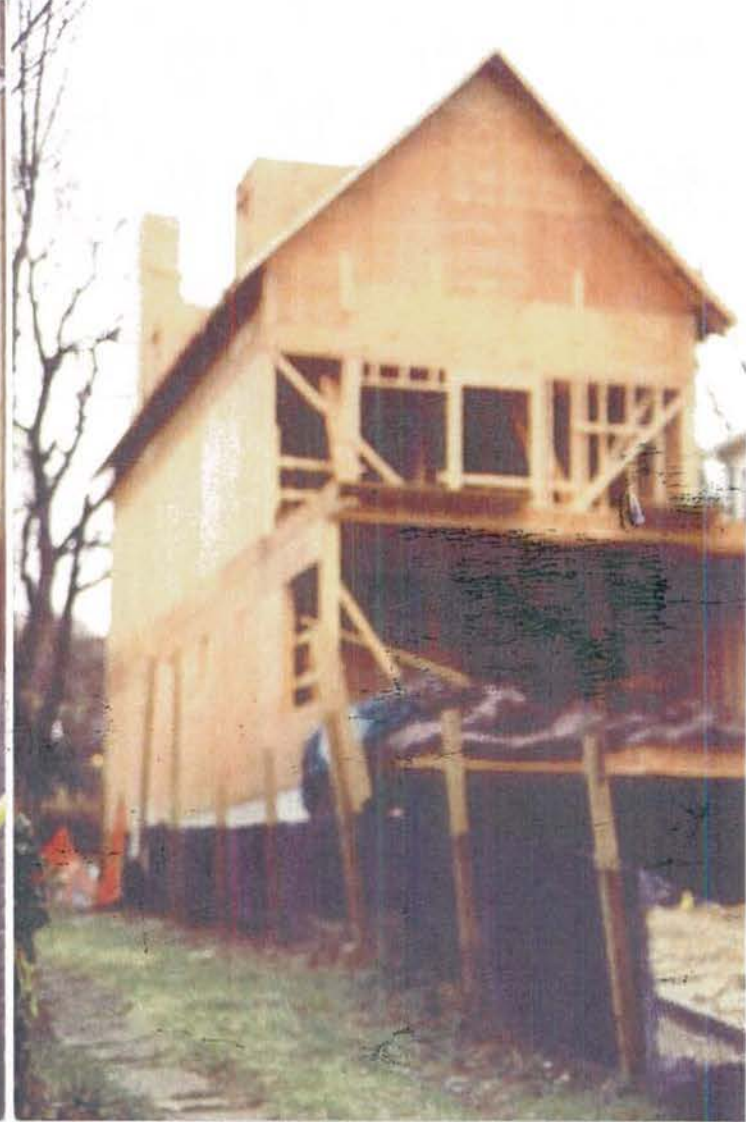




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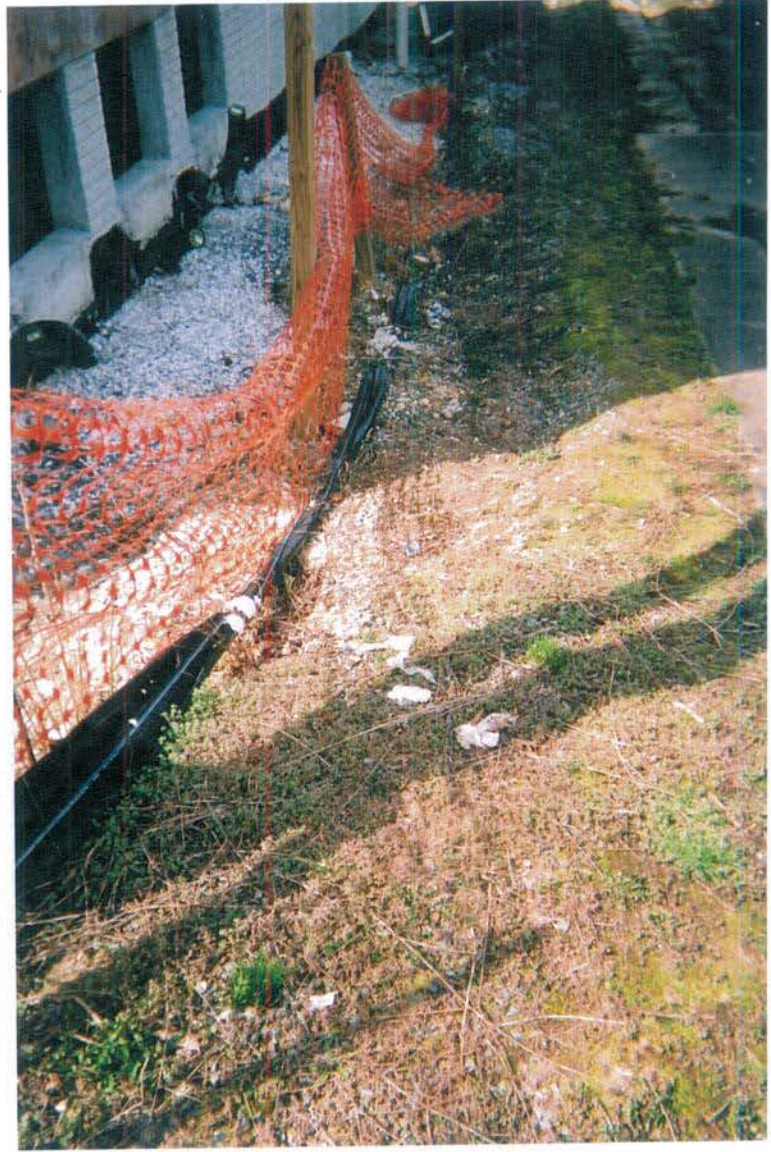






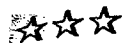
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06-000082



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

520

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 # B46920 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						

520