

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

Appeal of Ms. Stephanie Wallace

BZA Appeal No. 17747

ANC 3E

Public Hearing: July 15, 2008

**APPELLANT'S OPPOSITION TO INTERVENOR'S
MOTION TO DISMISS**

The Appellant, Ms. Stephanie Wallace, by and through undersigned counsel, respectfully submits this Opposition to Intervenor's [Ms. Grumbine/Mr. Jack Simmons] Motion to Dismiss of her Appeal of the Zoning Administrator's September 28, 2007 decision to deny a April 17, 2007 building permit application for "Revision To [Building Permit] B468280 [December 9, 2004; "Addition To Single-family House To Include New Kitchen, Family Room, Master Suite, Baths, Attic & Basement" ("Original Building Permit"). To Reflect New Footer And New (2) Story Structure Replacing Existing" ("Fifth Building Permit") to reconstruct a pre-existing portion of single-family house with a non-conforming side yard that The Zoning Administrator alleges (i) that the previously existing structure had been intentionally destroyed and as a result the non-conforming side yard cannot be restored and does not comply with the provisions of 11 DCMR § 405.8 and (ii) that the unforeseen structural defect resulting from longstanding termite damage which made a portion of the pre-existing single-family house structurally unsound is not a "casualty or Act of God" and does not comply with the provisions of 11 DCMR § 2001.6.

In additional support of this Opposition, the Appellant specifically incorporates by reference, her Appeal filed on October 19, 2007, and Pre-Hearing Statement and Motion for Summary Judgment as if fully set forth herein. The Appellant expressly reserves the right to supplement this Opposition

BOARD OF ZONING ADJUSTMENT
District of Columbia

CASE NO. 17747

EXHIBIT NO. 34

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Board of Zoning Adjustment
District of Columbia
CASE NO. 17747
EXHIBIT NO. 34

based on submissions by the other parties and respectfully requests oral arguments before the Board as currently scheduled for May 20, 2008.¹

In all respects, the Intervenor's Motion to Dismiss is factually incorrect, unsubstantiated, and irrelevant ("McMansion," adverse impacts, negligence, lack of maintenance, Stop Work Orders) to the narrow legal issues presented by this Appeal.

The facts are clear and support this Appeal, including the Affidavit of Mr. Allen Premo, attached as Exhibit A ("Premo Affidavit").

I. ARGUMENT

1. The Appellant Had No Timely Knowledge of the Latent Structural Defects Which Created The Casualty And Imminent Collapse of the Structure

The Appellant purchased the Property under a Sales Contract which prohibited an inspection contingency. Exhibit B. However, the Appellant's General Contractor, Mr. Allen Premo, made a visual or walk through inspection prior to closing. Premo Affidavit at ¶¶ 3 and 8. During the visual inspection, Mr. Premo, with forty-two (42) years of construction and remodeling experience, saw no evidence of termite infestation or damage, other structural defects or groundwater or soil problems. Premo Affidavit at ¶ 9. During this inspection, the existing walls were closed in and the structural elements were not visible or accessible. No penetration of the closed in walls was permitted. Premo Affidavit at ¶ 9.

The structural damage to the property was not discovered until March 2005, when interior demolition began. Premo Affidavit at ¶¶ 12 and 13. At that time, no live termites or termite infestation was discovered, but it was clear that the prior owner had treated and exterminated the

¹ The Appellant, DCRA and each of the Intervenor's have scheduled a meeting for May 15, 2008 to discuss reaching a mutually agreeable resolution of this matter which may alter or moot the scheduled events in this Appeal.

termite infestation. Premo Affidavit at ¶¶ 14 and 15. Based on Mr. Premo's extensive experience, the structural damage that was caused by termites had occurred long before the Appellant purchased the Property. Premo Affidavit at ¶ 16. Additionally, termites were not the sole cause of the structural damage, but also prolonged exposure to moisture from the ground below the building. Premo Affidavit at ¶ 17.

As documented by the structural engineer and submitted to DCRA, the existing structural damage and resulting lack of structural integrity would have resulted in a catastrophic collapse of the original 1933 structure. Premo Affidavit at ¶ 18; Exhibit C.

2. The Seller Affirmatively Misrepresented the History of Termite Infestation and Structural Defects

Although the Property was sold "As-Is," the Seller was legally required to complete the Seller's Disclosure Statement Addenda as part of the Regional Sales Contract. Exhibit B. In that disclosure, the Seller affirmatively misrepresented to the Appellant that the Property had no history of termite infestation or foundation or structural defects. Exhibit B. Based on Mr. Premo's expertise and inspection of the termite damage discovered and evidence of prior termite treatment, it is clear that the Seller had actual knowledge of the history of extensive termite infestation and resulting structural damage. Premo Affidavit at ¶ 5. The Seller misrepresented these facts and the Appellant reasonably and without contrary knowledge, relied on that misrepresentation.

3. The Fourth Building Permit Authorized the Partial Demolition and Reconstruction of the Structurally Damaged Original Portion of the Existing Structure

The Fourth Building Permit Application was prepared in direct consultation with and upon the advice of DCRA, including the Chief Structural Engineer, Mr. Robert Chen. Premo Affidavit at ¶¶ 7, 20, 22 and 23. In reviewing the Fourth Building Permit Application, Mr. Chen specifically required the Appellant to provide a detailed, step-by-step description of the sequence of demolition to be undertaken. Premo Affidavit at ¶ 22. Specifically, the "Demo Sequence" prepared and submitted by

Appellant, described the piece-by-piece removal or demolition of the original 1933 portion of the structure, and then “once the existing wood structure has been removed, examine and replace [the existing footer foundation] if necessary.” Exhibit D.

Prior to the approved demolition, the existing structure was comprised of the original 1933 structure and the approved three-story rear addition which was closed in and under roof. The Appellant completed the authorized demolition under the Fourth Building Permit of only a portion of then existing structure. Premo Affidavit at ¶¶ 23 and 25. By definition, and as reviewed and approved in advance by DCRA, the work performed was a “demolition” not a raising of the entire existing structure. It is undisputed that the closed in an under roof rear addition remains intact and in place.

4. The Appellant Acted in Good Faith Reliance on the Directions of DCRA and Fourth Building Permit

The Fourth Building Permit was sought and approved in consultation with and on the advice of DCRA. Premo Affidavit at ¶¶ 7, 20, 22 and 23. The Fourth Building Permit is clear on its face:

“DEMOLISH A PORTION OF AND [sic] EXISTING SFD DUE TO THE STRUCTURAL INTEGRITY AND POSSIBLE COLLAPSE OF THE HOUSE WHICH IS DANGEROUSLY UNSOUND. **REBUILD STRUCTURE TO CURRENT BUILDING CODE SPECIFICATIONS PER PER [sic] EXISTING PERMITS AND PLANS.**” *Emphasis Added.*

The Appellant specifically and in good faith relied on this very detailed permit application process and issued permit to complete the approved demolition with the express expectation and direction that reconstruction of the original 1933 portion of the existing single-family dwelling was authorized. Premo Affidavit at ¶ 27. If the Appellant and/or Mr. Premo had known that DCRA and/or Mr. Crews would change its mind after the fact and prohibit the authorized reconstruction, the demolition would not have occurred. Premo Affidavit at ¶ 29. The Fifth Building Permit was initially sought for the limited purpose of replacing the footers that had been removed which replacement was

not covered by the Fourth Building Permit, and only after the intervention of Mr. Crews was the scope expanded. Premo Affidavit at ¶ 28.

II. CONCLUSION

For the foregoing reasons, the Intervenor's Motion to Dismiss must be DENIED.

Respectfully submitted,

GREENSTEIN DELOREME & LUCHS, P.C.



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Stephanie A. Baldwin, # 463370
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(202) 452-1400

Counsel for Appellant – Ms. Stephanie Wallace

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Appellant's Opposition to Intervenor's Motion to Dismiss was served as noted below, this 9th day of May, 2008, upon the following:

Electronically and By Hand

Matthew J. Green, Jr., Esq.
Melinda Bolling, Esq.
Office of General Counsel
Department of Consumer and Regulatory Affairs
941 North Capitol Street, N.E.
Room 9400
Washington, D.C. 20002

Electronically and By First-Class Mail

Ms. Amy McVey
Chairperson
Advisory Neighborhood Commission 3E
4600 Albemarle St., NW
Washington, DC 20016

Electronically and By First-Class Mail

Ms. Lucy Eldridge
Advisory Neighborhood Commission 3E04
4104 Legation St., NW
Washington, DC 20015

Electronically and By First-Class Mail

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

Electronically and By Messenger

Jack Simmons, Esq.
Assistant Attorney General
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441 4th Street, N.W., Suite 600 South
Washington, DC 20001



John Patrick Brown, Jr.

EXHIBIT A

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

Appeal of Ms. Stephanie Wallace.

BZA Appeal No. 17747

ANC 3E

Hearing Date: July 15, 2008

AFFIDAVIT OF ALLEN PREMO

I, Allen Premo, duly sworn, depose and state as follows:

1. I am over twenty one (21) years of age and make this Affidavit based on personal knowledge of the facts set forth herein.
2. I am the President of Premo Building and Remodeling, Inc. which is the General Contractor for Ms. Stephanie Wallace for the Belt Road project.
3. I have forty-two (42) years of experience in the residential building and remodeling industry.
4. I have been involved in the evaluation, planning, permitting, and construction of this project since before Ms. Wallace purchased the Belt Road property.
5. In the Regional Sales Contract and required Addenda, the Seller of the Belt Road property affirmatively misrepresented that there was no history of termite infestation or foundation or structural defects. Based on the treatment of termites which the previous owner undertook, it is my opinion that individual had actual knowledge of the history of extensive termite infestation and structural damage and failed to properly disclose that information to Ms. Wallace as required by law and contract.
6. It was always Ms. Wallace's intention to retain the original 1933 single-family dwelling and construct a rear addition as shown in the Original Building Permit issued by

DCRA. Changes to the project were only made as a result of unknown and unforeseen circumstances and with the knowledge, prior inspection, advice and repeated approval of DCRA.

7. Specifically, the precise wording of the permit applications and permits were reviewed and directed by DCRA based on actual knowledge of the exact circumstance and nature and scope of the work to be performed.

8. Based on my extensive construction experience, especially in the renovation of existing structures, I visually inspected the Belt Road property prior to Ms. Wallace going to closing. The Seller's Sales Contract specifically prohibited an Inspection Contingency.

9. During this inspection or walk-through of the property, I found no evidence, visual or otherwise, of termite infestation or damage, other structural defects, and/or groundwater or soil problems.

10. Based on my construction experience, groundwater and/or soil inspections are not conducted for a project of this type.

11. During the visual inspection of the property, the existing walls were closed in and the structural elements were not visible or accessible. Obviously, during this inspection, the existing owner did not permit the opening or penetration of the closed in walls.

12. Only during interior demolition in March 2005, was I first able to access and visually inspect the structural elements of the original 1933 single-family dwelling.

13. In March 2005, during demolition of the rear of the original 1933 single-family dwelling, I first discovered severe termite damage.

14. No live termites or infestation were found to be present at this time or at any subsequent time.

15. Based on my extensive experience in remodeling existing structures, it was clear that at some point prior to Ms. Wallace's ownership of the property that the termites had been treated and successfully exterminated.

16. Again, based on my experience, the severe termite damage that I discovered was not of recent origin, but dated back many years before Ms. Wallace's purchase of the property in April 2004.

17. Also, the structural failure of the original 1933 single-family was not caused solely by the long-standing termite damage, but was contributed to and worsened by rotting of the structural elements by prolonged exposure to moisture from the ground beneath the building.

18. As confirmed by the structural engineer, the existing structural damage and resulting lack of structural integrity would have resulted in the catastrophic collapse of the original 1933 single-family dwelling.

19. During construction, the required wall checks were completed and submitted to the D.C. Surveyor. At all times, the wall checks confirmed that the original 1933 structure and the new construction maintained the required minimum five (5) foot side yards.

20. After the Original Building Permit, each of the subsequent applications and permits were sought and obtained based on the full knowledge and direction of numerous DCRA officials, including Mr. Robert Chen, the chief DCRA structural engineer, and the Zoning Administrator's Office.

21. Specifically, the Fourth Building Permit which authorized Ms. Wallace to "DEMOLISH A PORTION OF AND [sic] EXISTING SFD DUE TO THE STRUCTURAL INTEGRITY AND POSSIBLE COLLAPSE OF THE HOUSE WHICH IS DANGEROUSLY UNSOUND. REBUILD STRUCTURE TO CURRENT BUILDING CODE SPECIFICATIONS

PER [sic] EXISTING PERMITS AND PLANS” was sought, reviewed and issued based on the specific instructions of Mr. Chen and with the approval of the Zoning Administrator’s office.

22. As part of the application for the Fourth Building Permit, Mr. Chen required Ms. Wallace to provide a detailed, step-by-step description of the sequence of demolition to be undertaken, including removal of the entire wooden original structure and then removal and replacement of the existing foundation, if required for code compliance based on the condition of the existing footers.

23. At all times DCRA, and particularly Mr. Chen, knew, and instructed Ms. Wallace that the work authorized by the Fourth Building Permit was the partial demolition of only a portion of the existing single-family dwelling (which included both the original 1933 structure and the constructed and under roof rear addition), not a “raize” of the entire existing structure.

24. At all times, DCRA knew and approved demolition of the entire original 1933 structure and reconstruction of that structure.

25. The approved demolition authorized by the Fourth Building Permit was completed as approved, but the remaining portion of the existing single-family dwelling (the closed in and under roof authorized rear addition) was not disturbed.

26. Based on specific instructions given by DCRA the demolition which was authorized and completed was not a “raize” and a raize permit was not required.

27. Based on the instructions given and Fourth Building Permit issued by DCRA, there was no doubt that after the demolition was completed, rebuilding of the original 1933 structure was fully authorized and that no further permits were required, except a specific permit for replacing the footers if the condition of the footers was found to require replacement.

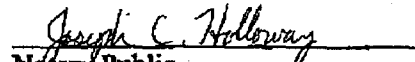
28. The Fifth Permit Application which is the subject of this BZA Appeal was originally submitted for the limited purpose of replacing the footers. Subsequently, DCRA instructed us to expand/revise the permit application to include matters previously authorized by the Fourth Permit.

29. If I had known or been informed by DCRA that reconstruction of the original 1933 structure would later not be permitted (or DCRA change its mind), we would not have proceeded with the demolition that was authorized.

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FOR SIGNATURE PAGE**


Allen Premo

Subscribed and sworn to me this 9th day of May, 2008


Notary Public

My Commission Expires: August 6, 2008



JOSEPH C. HOLLOWAY
Notary Public, State of Maryland
County of Washington
My Commission Expires August 6, 2008

EXHIBIT B



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. Mayrals ("Seller") who hereby confirm and acknowledge by their initials and signatures below the prior disclosure that in this real estate transaction Long & Foster

represents the Seller, and Coldwell Banker Residential Brokerage ("Listing 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 # 1756/0846

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: 5013 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

\$ 494,200 / 517,700

B. Financing

1. First Trust

\$ N/A

2. Second Trust

\$ N/A

3. Seller Held Trust - addendum attached

\$ N/A

TOTAL FINANCING

\$ N/A

SALES PRICE

\$ 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 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 not 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 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. **ADDITIONS.** 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:

Signature

Date

Signature

Date of Ratification (see DEFINITIONS PARAGRAPH)

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

PURCHASER:

Signature

Date

Signature

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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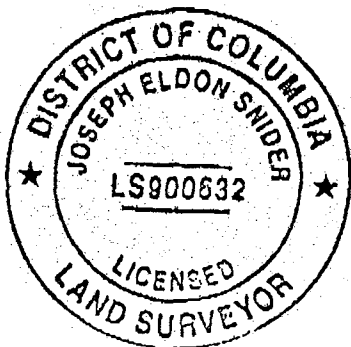


CONSUMER INFORMATION NOTES

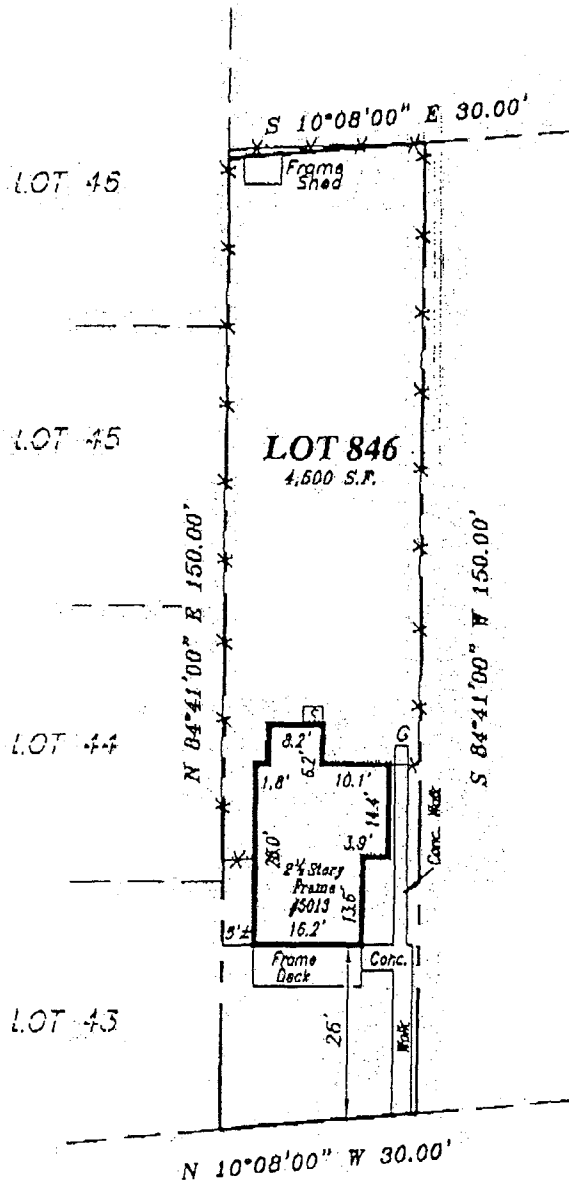
- 1 This plan is a benefit to a consumer insofar as it is required by a lender or a title insurance company or its agent in connection with contemplated transfer, financing or re-financing.
- 2 This plan is not to be relied upon for the establishment or location of fences, garages, buildings, or other 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 cord 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.

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



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

SNIDER & ASSOCIATES
SURVEYORS - ENGINEERS
LAND PLANNING CONSULTANTS
2 Professional Drive, Suite 216
Gaithersburg, Maryland 20879
301/948-5100, Fax 301/948-1255



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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Previous editions of this Form should be destroyed.





	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 hedup 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	—	—	—	✓
Seller responsible for maintenance	—	—	—	✓
Fences	—	—	—	✓
Seller responsible for maintenance	—	—	—	✓
Roads	—	—	—	✓
Seller responsible for maintenance	—	—	—	✓
Driveways	—	—	—	✓
Seller responsible for maintenance	—	—	—	✓
Other (list)	—	—	—	✓
_____	—	—	—	✓
_____	—	—	—	✓
_____	—	—	—	✓
Seller responsible for maintenance	—	—	—	✓
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

The Seller has lived in the residence on the property from 1979 (date) to present (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 Banda Mayne 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 3/27/04
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	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: ☒ Gas ☐ Elec. ☐ Other
Sewage Disposal: ☒ Public ☐ Septic # BR	Air Conditioning: ☐ Oil ☐ Gas ☐ Elec. ☐ Heat Pump ☐ Other
Heating: ☐ Oil ☒ Gas ☐ Elec.	☐ Heat Pump ☐ Other

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

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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.

Barbara L. Zucker Feb. 14, 2004
Seller Date

[Signature] 3/24/04
Purchaser Date

Barbara L. Zucker 2/14/04
Seller Date
Barbara L. Zucker 2/14/04
Agent Date

[Signature] 3/24/04
Purchaser Date
[Signature] 3/24/04
Agent Date



7089 10/01



E No: E Date:
of

EXHIBIT C

ADVANCED STRUCTURAL ENGINEERING, LLC

Designs – Inspections – Consulting

19245 Gunnerfield Lane
Germantown, MD, 20874
(240) 483-6338
asecorp@comcast.net

Tuesday, January 09, 2007

Department of Consumer and Regulatory Affairs
Building and Land Regulation Administration
941 North Capital St. N.E
Washington DC, 20002

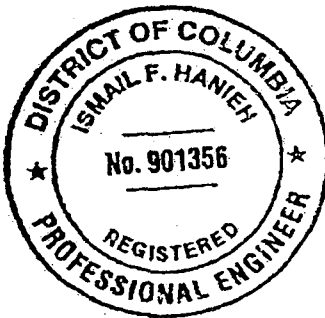
Subject: 5013 Belt Rd NW
Washington, DC 20705
Building Permit No. 91338

To Whom It May Concern:

Per the subject building permit conditions for the listed address, the Owner is required to save the existing house and raise the floor elevation approximately four feet. Upon exposing the structural elements of the existing house, Advanced Structural Engineering was called to inspect the structural integrity of the house and to determine if the house structure is sound and if it can be lifted as required above.

After inspecting the structure, it was determined that the structural elements of the house are not in any shape to be lifted without causing some major damage and possible collapse of the house. As a result, it would be safer to demolish the existing structure and rebuild it to match the existing plans and specifications and per the current building code requirements.

Should you have any questions or if you would like to inspect the existing property as well, please let us know.



Regards,

Advanced Structural Engineering, LLC

A handwritten signature in black ink, appearing to read "Ismail F. Hanieh".

Ismail F. Hanieh, P.E.
(DC License No. PE 901356)

EXHIBIT D

FEB. 9. 2007 9:38AM

BLACK&VEATCH 301 972 7500

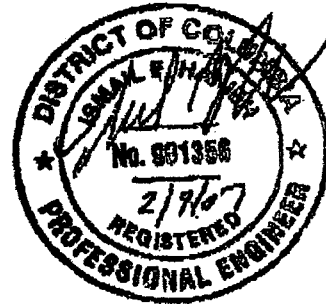
NO. 916 P. 2 of 2

Demo Sequence

Site location 5013 Belt Road Washington, D.C.

Existing structure description:

- 15'w x 15'0 x(2) story high
- 6 x 8 sill
- 2 x 10 joists 16' o.c
- 2 x 4 studs 16' o.c
- 2 x 4 ceiling & roof rafters
- 1 x 6 floor & roof sheathing
- Dutch lap siding.

Demo Sequence

- Have PEPCO disconnect power from building
- "X" Brace all interior walls with 2 x 4's
- Tie 2nd floor deck to outside wall where stair opening is with 2 x 4's, nail 2 x 4 on to deck and extend over to outside wall studs.
- Remove existing windows and doors
- Remove roofing
- Remove roof sheathing starting at top down each side to top plate.
- Remove gable [starting at top, down]
- Remove each stick built "truss" on at a time.
- Brace as necessary
- Remove siding on 2nd floor down to deck.
- Remove 2nd floor deck boards
- Remove 2nd floor joists.
- Brace as necessary
- Remove first floor siding
- Remove studs one at a time
- Remove joists (first floor)
- Remove sills.

Footer foundation (existing)

- Once the existing wood structure has been removed, examine and replace if necessary.