GCAAR

Condominium Seller Disclosure/Resale Addendum for the District of Columbia

(Recommended for the Listing Agreement and required for the Regional Contract)

Address 2026 North Capitol Street

City Washington, State DC Zip 20002 Lot: ______

Block/Square: ______ Unit: G/PH Section: ______ Tax ID # ______

Parking Space(s) # 1 & 2 Storage Unit(s) # ______ Subdivision/Project: ______

PART I. SELLER DISCLOSURE

1. **CURRENT FEES AND ASSESSMENTS:** Fees and assessments as of the ~~date~~ hereof amount respectively to:
   A. **Condominium Fee:** Potential Buyers are hereby advised that the present condominium fee for the subject unit and parking space or storage unit, if applicable, is $ ~~XXXXXXXXXX~~ per ~~XXXXXXXXXX~~ mth GP $316.97 CS
   B. **Special Assessments:** ☑ No ☐ Yes (If yes, complete 1-4 below.)
   1) Reason for Assessment: ______
   2) Payment Schedule: $ ______ per ______
   3) Number of payments remaining ______ as of ______ (Date)
   4) Total Special Assessment balance remaining: $ ______
   C. **Utilities Include:** The following are included in the Condominium Fee:
   ☐ None ☒ Water ☒ Sewer ☐ Heat ☐ Electricity ☐ Gas ☐ Other ______

2. **PARKING AND STORAGE:** Parking Space(s) and Storage Unit(s) may be designated by the Association Documents as: 1) General Common Elements for general use (possibly subject to a lease or license agreement), 2) Limited Common Elements assigned for the exclusive use of a particular Condominium Unit, or 3) Conveyed by Deed. The following Parking and /or Storage Units convey with this property: DS GP DS CS

   ☒ Parking Space #(s) ~~XXXXXXX~~ 1/Pkg2 ☐ is ☒ is not Conveyed by Deed.
   If Conveyed by Deed: Lot ______ Square ______, Lot ______ Square ______

   ☐ Storage Unit #(s) ______ ☐ is ☐ is not Conveyed by Deed.
   If Conveyed by Deed: Lot ______ Square ______, Lot ______ Square ______

3. **MANAGEMENT AGENT OR AUTHORIZED PERSON:** The management agent or person authorized by the Condominium to provide information to the public regarding the Condominium and the Development is as follows:
   Name: ______ Phone: ______
   Address: ______

4. **CONDOMINIUM INSTRUMENTS AND CERTIFICATE OF CONDOMINIUM BOARD (Condo Docs):** This disclosure involves the resale of a condominium unit by a unit owner (i.e., the Seller) other than the declarant. Seller agrees to obtain at their expense from the unit owner's association and deliver to a Buyer, on or prior to the tenth (10th) business day following the ratification date of a Contract by a Buyer, a copy of the condominium instruments (i.e., recorded declaration, bylaws, plats and plans and all exhibits, schedules, certifications and amendments to any of same) and a certificate setting forth the following:
   A. A statement, which need not be in recordable form, setting forth the amount of any unpaid assessments levied against the Unit;
   B. If applicable, a statement, which need not be in recordable form, certifying to the Board's waiver of, or failure or refusal to exercise, any rights of first refusal or other restraints on free alienability of the Unit which may be contained in the Condominium instruments;
   C. A statement of any capital expenditures anticipated by the unit owners' association within the current or succeeding 2 fiscal years;

D. A statement of the status and amount of any reserves for capital expenditures, contingencies, and improvements, and any portion of such reserves earmarked for any specified project by the Condominium Board;

E. A copy of the statement of financial condition for the unit owners' association for the most recent fiscal year for which such statement is available, and the current operating budget, if any;

F. A statement setting forth what insurance coverage is provided for all unit owners by the unit owners' association and a statement whether such coverage includes public liability, loss or damage, or fire and extended coverage insurance with respect to the Unit and its contents;

G. A statement that any improvements or alterations made to the Unit or the limited common elements assigned thereto, by the Seller are not in violation of the condominium instruments;

H. A statement of the remaining term of any leasehold estate affecting the Condominium or the Unit and the provisions governing any extension or renewal thereof; and

I. The date of issuance of the certificate.

Seller TRUSTEE 10/5/14 Date

Seller Date

PART II - RESALE ADDENDUM

The Contract of Sale dated 1/5/2015, between Seller North Capitol #2 Land Trust and Buyer Colleen Slattery is hereby amended by the incorporation of Parts I and II, herein, which shall supersede any provisions to the contrary in the Contract.

1. **TITLE:** Paragraph is amended to include the agreement of the Purchaser to take title subject to commonly acceptable easements, covenants, conditions and restrictions of record contained in Condominium instruments, and the right of other Unit owners in the Common Elements and the operation of the Condominium.

2. **PAYMENT OF FEES AND ASSESSMENTS:** Buyer agrees to pay such Monthly Fees and/or other Special Assessments as the Board of Directors or Association of the Condominium may from time to time assess against the Unit, Parking Space and Storage Unit (as applicable) for the payment of operating and maintenance or other proper charges. Regarding any existing or levied but not yet collected Special Assessments: The [X] Seller agrees to pay OR [ ] Buyer agrees to assume at the time of settlement any Special Assessments as disclosed in the Current Fees and Assessments Paragraph.

3. **CONDOMINIUM ASSOCIATION APPROVAL:** If this sale is subject to approval by or right of refusal of the Council of Unit Owners or Board of Directors of the Condominium, in the event such approval is denied or such right of first refusal is exercised by such Council or Board, this Contract shall be null and void and the Buyer's deposit shall be refunded without delay or deduction therefrom.

4. **ASSUMPTION OF CONDOMINIUM OBLIGATIONS:** Buyer hereby agrees to assume each and every obligation of, to be bound by and to comply with the covenants and conditions contained in the Condominium instruments including the Condominium Bylaws, and with the Rules and Regulations of the Condominium, from and after the date of settlement hereunder

5. **RIGHT TO CANCEL: Buyer shall have the right for a period of three (3) business days following Buyer's receipt of the condominium documents and statements referred to in the Condo Documents Paragraph to cancel this Contract by giving Notice thereof to Seller. In the event that such condominium documents and statements are delivered to Buyer on or prior to the ratification of this Contract by Buyer, such three (3) business day period shall commence upon ratification of this Contract. If the condominium documents and statements are not delivered to Buyer within the 10 business day time period referred to in the Condo Documents Paragraph, Buyer shall have the option to cancel this Contract by giving Notice thereof to Seller prior to receipt by Buyer of such condominium documents and statements. Pursuant to the provisions of this paragraph, in no event may the Buyer have the right to cancel this Contract after Settlement.**

Seller TRUSTEE 10/5/14 Date

DocuSigned by: Colleen Slattery 1/5/2015

Buyer 5D76515E474 Date

Seller Date

Buyer Date

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards SALES

For the sale of Property at: 2026 North Capitol Street G/PH
Washington DC 20002

I. SELLER REPRESENTS AND WARRANTS TO LONG & FOSTER, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (each Seller initial ONE of the following and state Year Constructed):

____ ____ Property (all portions) was constructed after January 1, 1978. (If initialed, complete section V only.)

DS ____ Property (any portion) was constructed before January 1, 1978. (If initialed, complete all sections.) Year Constructed: 1909

GP ____ Seller is unable to represent and warrant the age of the property. (If initialed, complete all sections.)

SELLER AGREES TO COMPLY WITH REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992.

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.

II. Seller's Disclosure (each Seller complete items 'a' and 'b' below)

a. Presence of lead-based paint and/or lead based paint hazards (*initial* and complete (i) or (ii) below):

(i) ____ ____ Known lead based paint and/or lead based paint hazards are present in the housing (explain)

(ii) [initials] ____ 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 (*initial* and complete (i) or (ii) below):

(i) [initials] ____ 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)

(ii) [initials] ____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

III. Purchaser's Acknowledgment (each Purchaser *initial* and complete items c, d, e and f below)

c. CS ____ Purchaser has read the Lead Warning Statement above

d. CS ____ Purchaser has received copies of all information listed above ☒ (If none listed, check here.)

e. CS ____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*

f. Purchaser has (each Purchaser initial (i) or (ii) below)

(i) ____ ____ 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

(ii) CS ____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards.

IV. Agent's Acknowledgment (*initial* item 'g' below)

g. [initials] Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

V. *Certification of Accuracy*

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

[signature] TRUSTEE	12/7/14	DocuSigned by: Colleen Slattery	1/5/2015
Seller	Date	Purchaser	Date
Seller	Date	Purchaser	Date
Margaret Dabington	12/4/14	DocuSigned by: [signature]	1/5/2015
Agent	Date	Agent	Date

LF089

7/04

GOVERNMENT OF THE
DISTRICT OF COLUMBIA

DDOE
DISTRICT DEPARTMENT OF THE ENVIRONMENT

INSTRUCTIONS FOR LEAD DISCLOSURE IN THE DISTRICT OF COLUMBIA

This disclosure form is intended to satisfy Federal disclosure requirements under 42 U.S.C. 4852d, as well as the District of Columbia's locally required disclosure requirements under D.C. Official Code § 8-231.01 and § 8-231.04. Under both Federal and District law, lead disclosure must occur before a tenant or purchaser of a pre-1978 residential property is obligated to lease or buy the property.

NOTE: There are some important differences between the Federal disclosure requirements and the District's disclosure requirements. Not all of these differences can be reconciled in the District's Lead Disclosure Form. Accordingly, it is vitally important that you read these instructions carefully, so that you remain in compliance with both Federal and District law pertaining to lead disclosure.

I. WHAT THE DISTRICT'S LEAD DISCLOSURE FORM PROVIDES

The District's Lead Disclosure Form provides:

- The Lead Warning Statement that Federal law requires;
- Notice that any lead-related records or reports must be made available to the prospective tenant or purchaser, as required by both Federal and District law;
- Room for the owner to list relevant details about the location of any known lead-based paint;
- Room for the owner to list relevant details about the location of lead-based paint hazards that the owner reasonably should know about; and
- Room for the owner to list any pending actions related to the property that have been ordered by a District agency.

II. KEY DIFFERENCES BETWEEN THE DISTRICT LAW AND FEDERAL LAW

- The District's lead law's definition of a "lead-based paint hazard" is different from the Federal definition of the same term. The District's definition of the term includes additional conditions that constitute a lead-based paint hazard, meaning it is stricter than the Federal definition. **Owners who use the District's Lead Disclosure Form to meet the District's requirement for disclosure must use the District law's definition of "lead-based paint hazard" when completing the form.** To help owners complete the form correctly, that definition is included on the form itself, as is the District's definition of the term "presumed lead-based paint," another key term to understand when completing the form. *Illustration: If an owner knows that there is peeling paint on their pre-1978 residential property, that paint is presumed by District law to be* *lead-based paint, and because the paint is in deteriorated condition, it is a lead-based paint hazard under District law and must be listed as such on the District's Lead Disclosure Form.*

- District law requires the owner to disclose information related to the property about the presence of lead-based paint, lead-based paint hazards, and any pending actions ordered by a District agency, whenever such information is "reasonably known to the owner." In contrast, Federal law only requires information about the presence of "known" lead-based paint and/or lead-based paint hazards to be disclosed. In other words, the District's requirements are stricter than the Federal requirements, regarding what the owner must disclose. **To satisfy District law, an owner must not only disclose what they actually know about the presence of lead-based paint and/or lead-based paint hazards on their property, but they must also disclose what it is reasonable for them to know about such presence.** *Illustration: If an owner has not given his or her pre-1978 property a new coat of paint in the past twenty years, it is reasonable for the owner to know that the paint is no longer in intact condition. Therefore, the owner must disclose that lead-based paint hazards are present on the interior and/or the exterior of the property, in the form of deteriorated presumed lead-based paint.*

- The Federal disclosure requirements apply to "target housing," a smaller category of housing than District law applies to. "Target housing" is a term that means pre-1978 residential properties, but that excludes "housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling [which are dwellings in which the living area is not separated from the sleeping area, such as efficiencies, studio apartments, dormitories, military barracks, and rentals of individual rooms in residential dwellings]." In contrast, the District's disclosure requirements apply to pre-1978 "dwelling units," which is a term that means "a room or a group of rooms that form a single independent habitable unit for permanent occupation by one or more individuals, that has living facilities with permanent provisions for living, sleeping, eating, and sanitation."

  The District has the same exception as the Federal exception, with respect to housing for the elderly or designated exclusively for persons with disabilities that does not contain a child under 6 years of age, and the following additional 3 exceptions: "[1] A unit within a hotel, motel, or seasonal or transient facility, unless such unit is or will be occupied by a person at risk for a period exceeding 30 days; [2] an area within the dwelling unit that is secured and accessible only to authorized personnel; [and 3] an unoccupied dwelling unit that is to be demolished, provided that the dwelling unit will remain unoccupied until demolition." Note that the Federal exception for "0-bedroom dwelling" is not an exception under District law. **Key point: if you are submitting the District's Lead Disclosure Form with the intent to satisfy both Federal and District disclosure requirements, an initial exemption from the requirement of submitting the form in cases involving pre-1978 residential housing is the one having to do with housing designated for the elderly or for the disabled.**

- Both Federal and District law require the owner to submit a completed Lead Disclosure Form prior to the purchaser or tenant being obligated under a contract to purchase or lease the dwelling unit. However, **Federal law and District law have different exceptions that apply, in addition**

to the above-mentioned initial exemption, and they can also exempt the owner from having to submit a completed disclosure form:

Exceptions under Federal law

- Sales of pre-1978 residential housing at foreclosure;
- Leases of pre-1978 residential housing that have been found to be lead-based paint free by a certified lead inspector;
- Short-term leases of 100 days or less, where no lease renewal or extension can occur; and
- Renewals of existing leases in pre-1978 residential housing in which the lessor has previously disclosed all information required by the Federal disclosure requirements related to the presence of known lead-based paint and/or lead-based paint hazards.

Exceptions under District law

- When the owner has a report from a risk assessor or an inspector certifying that a dwelling unit is a lead-free unit, the owner may provide that report instead of a completed disclosure form; and
- When the owner has three clearance reports issued at least twelve months apart and within the previous seven years, and the property was not and is not subject to any housing code violations that occurred during the past five years or any that are outstanding, the owner may provide those clearance reports instead of a completed disclosure form.

If one of the above exception scenarios exists, the owner must make sure the exception applies to the disclosure situation. For example, if District law requires that the Lead Disclosure Form be completed and submitted, an owner cannot use one of the exceptions provided by Federal law to avoid submitting the completed form. Conversely, an owner who is required by Federal law to disclose the known presence of lead-based paint and/or lead-based paint hazards cannot use an exception created by District law to avoid submitting the federally required information.

- If an owner learns of the presence of lead-based paint in a dwelling unit, District law requires the owner to:

  - Notify the tenant of the presence of lead-based paint within 10 days after discovering its presence; and
  - Provide the tenant with (1) the Federal Lead Warning Statement that is currently printed at the top of the District's Lead Disclosure Form, and with (2) the lead hazard information pamphlet entitled *Protect Your Family From Lead in Your Home* (EPA-747-K-94-001). However, if the tenant has already received the Warning Statement and the pamphlet within the prior 12 month period, then the owner does not have to provide them again during this same time period.

III. ADDITIONAL DISCLOSURE REQUIREMENTS UNDER FEDERAL LAW

Providing the Lead Disclosure Form does not conclude an owner's obligations under related Federal law. Federal law requires that the following additional disclosure-related requirements also be met:

- The seller or lessor must provide the purchaser or lessee with an EPA-approved lead hazard information pamphlet, such as the EPA pamphlet entitled *Protect Your Family From Lead in Your Home* (EPA-747-K-94-001).

- The seller or lessor must disclose information about the presence of any known lead-based paint and/or lead-based paint hazards, as well as the existence of any available records or reports pertaining to such presence, not just to the purchaser or lessee, but also to each agent involved in the process. The term "agent" is defined as "any party who enters into a contract with a seller or lessor, including any party who enters into a contract with a representative of the seller or lessor, for the purpose of selling or leasing target housing [except for] purchasers or any purchaser's representative who receives all compensation from the purchaser."

- The Federal disclosure law requires owners to give prospective purchasers and tenants a 10-day opportunity to conduct a risk assessment or inspection to determine whether lead-based paint and/or lead-based paint hazards are present, prior to a purchase and sale agreement or a lease being executed. Owners of residential property in the District of Columbia must also follow this additional requirement imposed by Federal law.

- The Federal disclosure law requires lessors to provide lessees with available records or reports pertaining to lead-based paint and/or lead-based paint hazards, but permits owners to submit report summaries under certain circumstances.[i] Lengthy court documents and construction documents may be excerpted, provided that all information regarding lead-based paint and lead-based paint hazards is included along with sufficient background information, so that the context of the excerpt is clear. For paint inspection and risk assessment reports, EPA and HUD have determined that lessors may provide lessees with a summary of all paint inspection and risk assessment reports, provided that the summary is prepared by a certified paint inspector or risk assessor. Where information about specific units is inconsistent with the conclusions as a whole, this information must be included along with the summary of general conclusions. In situations where documents are excerpted or summarized, they must be accompanied by a list of all complete records and reports available to the lessee. If the lessor chooses to provide excerpts or summaries and document lists in lieu of complete copies, the lessor must provide the lessee with the opportunity to review the complete documents in a central location on the premises, if feasible, and the opportunity to receive copies of any documents not provided, upon request, and at no cost to the lessee.

- The Federal disclosure law requires owners to attach its required disclosure materials, including the Federal Lead Warning Statement, to the sales or leasing contract before a purchaser or lessee is obligated under a contract to purchase or lease pre-1978 residential housing. District law does not require that this information be attached to sales or leasing contracts, only that it be provided before the buyer or renter is obligated. But whenever Federal law is more stringent than local law, Federal law applies, and therefore owners of residential property in the District of Columbia who want to submit only one disclosure form to satisfy both Federal and District requirements must follow the additional requirement imposed by Federal law, of attaching the Lead Disclosure Form to the sales or leasing contract.

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[1] Interpretative Guidance for the Real Estate Community on the Requirements for Disclosure of Information Concerning Lead-based Paint in Housing, August 20, 1996, page 6, answer to question 13.

LEAD DISCLOSURE FORM

Federal Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

ADDRESS OF PROPERTY, INCLUDING UNIT NUMBER IF ANY:

2026 North Capitol Street G/PH Washington, DC 20002

The District of Columbia "Lead-Hazard Prevention and Elimination Act of 2008," as amended (the "Act"), D.C. Official Code § 8-231.01 *et seq.* , requires an owner of a residential property constructed before 1978 to disclose the information contained in this Lead Disclosure Form to prospective tenants or prospective property purchasers, before any change in occupancy or contract for possession is executed. Owners are required to disclose specific information which they know or reasonably should know about the property related to the presence of lead-based paint and/or lead-based paint hazards, and any pending actions ordered under the Act. To meet the requirements of this law, you must complete this Lead Disclosure Form.

I am the owner or authorized owner's agent of *(Insert Full Address of Property)* 2026 North Capitol Street G/PH Washington, DC 20002 and affirm that the following answers to the questions state what I reasonably know about my property.

CHECK ONE BOX UNDER A, B, AND C, BELOW.

A. Check one of the following 3 statements that accurately describes what you know about the presence of lead-based paint on your property:

☐ Lead-based paint is known or reasonably known to be present on the interior or on the exterior of the property (including common areas, if applicable), at the following locations (specify components, rooms, and any other relevant details, and **provide access to any available record or report** about the presence of lead-based paint at this property):

____

____

____

☐ To my knowledge, lead-based paint is not known or reasonably known to be present on the interior or on the exterior of the property, including common areas. I will provide access to any record or report I have about the absence of lead-based paint at this property.

☑ While lead-based paint is not known by me to be present in the dwelling unit, it is presumed to be there, because the dwelling unit was constructed prior to 1978.

B. Check one of the following 2 statements that accurately describes what you know or reasonably should know about the condition of your property:

NOTE: The following definitions must be followed to comply with District law.

DISTRICT OF COLUMBIA DEFINITION OF LEAD-BASED PAINT HAZARD: "Lead-based paint hazard" means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, deteriorated lead-based paint or presumed lead-based paint, or lead-based paint or presumed lead-based paint that is disturbed without containment. *See* D.C. Official Code § 8-231.01(22).

DEFINITION OF PRESUMED LEAD-BASED PAINT: "Presumed lead-based paint" means paint or other surface coating affixed to a component in or on a dwelling unit or child-occupied facility, constructed prior to 1978. *See* D.C. Official Code § 8-231.01(32).

☐ I have reason to believe a lead-based paint hazard is present on the interior or on the exterior of the property (including common areas, if applicable), at the following locations (specify components, rooms, and any other relevant details, and **provide access to any available record or report** about the presence of lead-based paint hazards at this property):

____

____

____

☑ To my knowledge, lead-based paint hazards are not present nor likely to be present on the interior or on the exterior of the property, including common areas, if applicable. I will provide access to any record or report I have about the absence of lead-based paint hazards at this property.

C. Check one of the following 2 statements that accurately describes whether any government action is currently pending, with respect to your property or unit:

☑ There are currently no pending actions ordered by a District Government agency with respect to the property listed above.

☐ There are currently pending actions that have been ordered by a District Government agency with respect to this property, as follows:

____

____

____

By my signature below, I agree that this Lead Disclosure Form states information about my property or unit listed above, which is reasonably known to me, and that I have answered the questions in this form truthfully. I also agree to comply with the Act's requirement that I provide this information to my prospective tenants, as well as to any prospective purchasers, before they are under any contract to purchase or lease a dwelling unit. I understand that the falsification of any information provided or required in this document may subject me to civil or criminal penalties. D.C. Official Code § 8-231.15(b) and § 8-231.16(b).

TRUSTEE

NAME OF OWNER/OWNER'S AUTHORIZED AGENT

10/5/14

DATE

GOVERNMENT OF THE DISTRICT OF COLUMBIA

DDOE DISTRICT DEPARTMENT OF THE ENVIRONMENT

ACKNOWLEDGEMENT FORM

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards and/or Pending Government Actions

ADDRESS OF PROPERTY, INCLUDING UNIT # IF ANY:

2026 North Capitol Street G/PH Washington, DC 20002

Lessee's Acknowledgement

☐ I confirm that I have received a completed Lead Disclosure Form for the property address specified above, and that I received it on (insert date):____________

☐ I confirm that I have received the pamphlet, *Protect Your Family From Lead in Your Home*, and that I received it on (insert date):____________

Lessee's Signature ____________ Date ____________

Prospective Purchaser's Acknowledgement

☒ I confirm that I have received a completed Lead Disclosure Form for the property address specified above, and that I received it on (insert date): 1/5/2015

☒ I confirm that I have received the pamphlet, *Protect Your Family From Lead in Your Home*, and that I received it on (insert date): 1/5/2015

DocuSigned by
Colleen Slattery
Prospective Purchaser's Signature

1/5/2015
Date

Agent's Acknowledgement

☑ I have informed the property owner of the property owner's obligations under 42 U.S.C. 4852d, and I am aware of my responsibility to ensure compliance.

Margaret Babbington
Agent's Signature

10/4/14
Date

GCAAR wdcar

THIS NOTICE IS REQUIRED BY LAW AND IS NOT A CONTRACT.

THIS DISCLOSURE DOES NOT CREATE A BROKERAGE RELATIONSHIP.

Disclosure of Brokerage Relationship
District of Columbia

Prior to providing specific real estate assistance, District of Columbia law requires that a licensee disclose to any party who the licensee does **NOT** represent the identity of the party to the proposed transaction which the licensee does represent. Even though a licensee may not represent you, that licensee must still treat you honestly in the transaction.

We, the undersigned ☒ Buyer(s)/Tenant(s) or ☐ Seller(s)/Landlord(s) acknowledge receipt of this Disclosure, and understand we are NOT represented by the licensee identified below.

Margaret Babbington , dc98368959 and Long and Foster Real Estate

(Licensee & License #) (Brokerage Firm)

The licensee and brokerage firm named above represent the following party in the real estate transaction:

☒ Seller(s)/Landlord(s) (The licensee has entered into a written listing agreement with the seller(s) or landlord(s) or is acting as a sub-agent of the listing broker.)

☐ Buyer(s)/Tenant(s) (The licensee has entered into a written agency agreement with the buyer/tenant.)

☐ Designated Agent of the ☐ Buyer(s)/Tenant(s) or ☐ Seller(s)/Landlord(s) (Both the buyers and sellers have previously consented to "Designated Agency", and the licensee listed above is indicating the parties represented.

DocuSigned by: Colleen Slattery

Acknowledged Buyer 1/5/2015 Date

Acknowledged Date

Name of Person(s):

I certify on this date that I, the real estate agent, have delivered a copy of this disclosure to the person(s) identified above.

Signed (Licensee) Date

REALTOR®

EQUAL HOUSING OPPORTUNITY

GCAAR GREATER CAPITAL AREA ASSOCIATION OF REALTORS®

wdcar WASHINGTON DC ASSOCIATION OF REALTORS

THIS NOTICE IS REQUIRED BY LAW AND IS NOT A CONTRACT.

THIS DISCLOSURE DOES NOT CREATE A BROKERAGE RELATIONSHIP.

Disclosure of Brokerage Relationship
District of Columbia

Prior to providing specific real estate assistance, District of Columbia law requires that a licensee disclose to any party who the licensee does **NOT** represent the identity of the party to the proposed transaction which the licensee does represent. Even though a licensee may not represent you, that licensee must still treat you honestly in the transaction.

We, the undersigned ☐ Buyer(s)/Tenant(s) or ☒ Seller(s)/Landlord(s) acknowledge receipt of this Disclosure, and understand we are NOT represented by the licensee identified below.

Brittany Barsky , ________ and Long & Foster Real Estate, Inc.

(Licensee & License #) (Brokerage Firm)

The licensee and brokerage firm named above represent the following party in the real estate transaction:

☐ Seller(s)/Landlord(s) (The licensee has entered into a written listing agreement with the seller(s) or landlord(s) or is acting as a sub-agent of the listing broker.)

☒ Buyer(s)/Tenant(s) (The licensee has entered into a written agency agreement with the buyer/tenant.)

☐ Designated Agent of the ☐ Buyer(s)/Tenant(s) or ☐ Seller(s)/Landlord(s) (Both the buyers and sellers have previously consented to "Designated Agency", and the licensee listed above is indicating the parties represented.

Acknowledged ________ 1/30/2015 Date

Acknowledged ________ Date

Name of Person(s): Brittany Barsky ________

I certify on this date that I, the real estate agent, have delivered a copy of this disclosure to the person(s) identified above.

DocuSigned by:

Signed (Licensee) 1/5/2015 Date

LONG & FOSTER REAL ESTATE, INC.

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT (Non-VIRGINIA)

For Agent Use:

Agent Name: Brittany (First) Barsky (Last)

Office Name: Wydler Bethesda

Please Check One: ☑ Buyer ☐ Seller

To (Client's Name): Colleen Slattery

Client Phone Number(s): Home: ______ Work: ______ Cell: ______

Property Address: (Street) 2026 NORTH CAPITOL ST NW #2 (City) WASHINGTON (State) DC (Zip) 20002

From: Long & Foster Real Estate, Inc. MLS #: DC8524784 Email: ______

Property Type (check one): ☐ Single-family ☐ Townhouse ☑ Condo ☐ Co-op ☐ Multi-family ☐ Lot / Land

In connection with the sale and purchase of this property, you may need to obtain certain settlement services. This is to give you notice that Long & Foster Real Estate, Inc. ("Long & Foster") has business relationships (e.g., direct or indirect ownership interests, joint ventures and/or contractual relationships including marketing agreements and/or office leases) with the following mortgage, title, closing, insurance, home warranty, and other service providers:

Lenders for mortgage financing:

Prosperity Home Mortgage, LLC

To close your purchase or sale and/or for title insurance:

RGS Title, LLC	**(VA, MD, DC)**
Settlement Professionals, LLC doing business as Settlement Pros	**(VA, MD, DC)**
Sage Title Group, LLC	**(VA, MD, DC, DE, WV)**
Sage Title Group, LLC doing business as Sage Settlement Group	**(PA)**
Sage Title Group, LLC doing business as American Land Transfer	**(PA)**
Sage Title Group, LLC doing business as 1st Patriot Abstract	**(PA, NJ)**
Sage Title Group, LLC doing business as Capstone Property Transfer	**(PA, NJ)**
Sage Title Group, LLC doing business as Sage Premier Settlements	**(PA, NJ)**
Infinity Title Agency, Inc.	**(PA, NJ)**
Elzufon Auston Reardon Tarlov & Mondell, P.A.	**(DE)**
Crawford and Keller, PLLC	**(WV)**

For insurance, including property, hazard, and flood:

Long & Foster Insurance Agency, Inc.

As a result of these relationships, referrals to any of the above-listed entities may provide Long & Foster (and/or any of its subsidiaries, affiliates, or employees) with a financial or other benefit.

Set forth below are estimated charges or a range of charges for the settlement services listed. You are **NOT** required to use the listed providers as a condition for purchase of the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

LENDER CHARGES

PROSPERITY MORTGAGE COMPANY AND PROSPERITY HOME MORTGAGE, LLC charge fees which may include discount points and/or lender origination charges. The charges and fees will depend on the loan product and interest rate you choose and may be expressed as a flat fee or a percentage of the loan amount. Estimated ranges for these charges are provided below. Please consult with your lender for a list of applicable charges.

Lender Origination Charge: 0% - 4%

CLOSING FEES, TITLE INSURANCE & OTHER CHARGES

Closing fees and other charges may be collected by your settlement company. These fees are not always determined consistently--even within the same company or office. Please consult with your settlement company for a list of charges.
Estimated owners' title insurance premiums (per $1,000 of sales price) are provided below for "enhanced" coverage. Other options may be available, including less comprehensive "standard" coverage and a "reissue rate," which could reduce your charges.

District of Columbia

First $250,000	$6.84
$250,001-$500,000	$6.12
$500,001-$1,000,000	$5.40
$1,000,001-$5,000,000	$4.68

Simultaneous issue of Lenders' Policy (DC) is $150.00. Title insurance commitment fee per owner/lender policy will not exceed $125.00. Insured Closing Protection Letter per lender policy is $50.00.

Delaware

First $100,000	$4.62
$100,001-$1,000,000	$3.96
$1,000,001-$5,000,000	$3.30

Simultaneous issue of Lenders' Policy (DE) is $25.00. Title insurance commitment fee per owner/lender policy will not exceed $100.00. Lender required endorsements are approx. $150.00. Insured Closing Protection Letter per lender policy is $75.00.

New Jersey

First $100,000	$6.00
$100,001-$500,000	$4.74
$500,001-$2,000,000	$3.18

Simultaneous issue of Lender's Policy (NJ) is $25.00. Lender required endorsements are approx. $25.00 each. Miscellaneous charges are approx. $125.00. Out of pocket costs are approx. $170.00. Title Search / Exam Fee is $100.00. Closing Service Letter per lender policy is $75.00.

Maryland

First $250,000	$5.23
$250,001-$500,000	$4.46
$500,001-$1,000,000	$3.80
$1,000,001-$5,000,000	$3.00

Simultaneous issue of Lenders' Policy (MD) is $150.00. Title Insurance commitment fee per owner/lender policy will not exceed $100.00.

Pennsylvania

First $30,000	$550.00
$30,001-$45,000	$7.15
$45,001-$100,000	$6.05
$100,001-$500,000	$5.50
$500,001-$1,000,000	$4.40
$1,000,001-$2,000,000	$3.30

Lender required endorsements (PA) approx. $200.00. Insured Closing Protection Letter per lender policy is $75.00.

West Virginia

First $100,000	$4.68
$100,001-$500,000	$4.08
$500,001-$2,500,000	$3.60

Simultaneous issue of Lenders' Policy (WV) is $130.00. Title insurance commitment fee per owner/lender policy will not exceed $100.00. Insured Closing Protection Letter per lender policy is $50.00.

North Carolina

First $250,000	$2.46
$250,001-$500,000	$1.92
$500,001-$2,000,000	$1.26
$2,000,001-$7,000,000	$0.96

Simultaneous issue of Lender's Policy (NC) is $25.00. Insured Closing Letter is an additional 10% if lenders' policy is issued. Premium for Issuance of commitment is $15.00. Lender required endorsements are approx. $20.00 each.

INSURANCE CHARGES

LONG & FOSTER INSURANCE AGENCY, INC. is an insurance agency representing many different insurers. The only cost is the insurance policy coverage chosen by you.

Homeowners Insurance premium: $300-$1,600+ per year

Flood insurance is not included in the estimate above, but may be available for an additional premium.

HOME WARRANTY DISCLOSURE

Long & Foster has a business relationship with HMS National, Inc. and 2-10 Home Buyers Warranty. Through these relationships, Long & Foster Insurance Agency, Inc. may derive a financial and/or other benefit.

Home Warranty cost: $300-$450

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that Long & Foster Real Estate, Inc. is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

DocuSigned by: Colleen Slattery / 1/5/2015

Signature / Date

_______________ / _______

Signature / Date

LONG & FOSTER REAL ESTATE, INC.

Buyer Agency Agreement
Broker Representation of Buyer in Maryland and the District of Columbia

CHRISTIE'S INTERNATIONAL REAL ESTATE

This Agreement is made on 01/04/15 between Colleen Slattery ("Buyer") and Long & Foster Real Estate, Inc. ("Broker") which assigns Brittany Barsky as Agent of the Broker, ("Agreement").

In consideration of services and facilities, the Broker is hereby granted the right to represent the Buyer in the purchase, option, or exchange of real property or cooperatives (the "Property"). The term Seller shall include optioner and exchanger. The term Buyer shall include optionee and exchangee.

1. **AGENCY:** The State of Maryland and the District of Columbia have each adopted specific laws governing the disclosure of agency relationships and dual agency (i.e., the situation where the listing and selling agents are associated with the same broker). For this reason, all applicable jurisdictional agency disclosure forms have been made available to Buyer who acknowledges receipt of those checked below:

Maryland
- ☐ Understanding Whom Real Estate Agents Represent
- ☐ Consent For Dual Agency
- ☐ Notification of Dual Agency Within a Team

Washington, DC
- ☑ Consent for Dual Represention and Designated Representation

2. **DUAL AGENCY:** In the event of dual agency, when either the Buyer or Broker declines to consent in writing to Dual Agency, either party may terminate this Agreement by written notice to the other party.

3. **PROPERTY SOUGHT BY BUYER:** The property shall substantially meet the following requirements:
- ☐ **Maryland Residential Property**
- ☐ **Maryland Commercial Property**
- ☑ **Washington, DC Residential Property**
- ☐ **Washington, DC Commercial Property**

4. **BUYER RESPONSIBILITIES:**

A. **Exclusive Relationship with Broker:** Buyer will work exclusively with Broker during the term of this Agreement.

B. **Financial Information:** Buyer will furnish Broker with necessary financial and personal information to reasonably establish Buyer's ability to purchase property.

C. **Signs or Advertisements for Property:** If Buyer sees any signs or advertisements for Properties being offered for sale, Buyer will not contact the Seller or agent of the Seller but will first contact Agent named herein, who will provide information about the Property and then make arrangements to see them.

D. **Public Open Houses:** In the event Buyer elects to visit an open house without Buyer's Agent named above, the Buyer agrees to notify party representing the Seller of this signed Buyer Agency agreement with Broker and Agent listed above.

E. **New Home Builders and Open Houses:** In order to avoid the possibility of confusion over the agency relationship and misunderstandings about liability for compensation, Buyer agrees not to make a first visit to any new home builder's model nor contact any other agents representing Sellers of new homes without being accompanied by Agent.

5. **BROKER RESPONSIBILITIES:** The Agent and Broker agree to:

A. Use professional knowledge and skills to locate and present real property, which is available for purchase and suitable for the Buyer's needs.

B. Assist Buyer through the process of property acquisition.

C. Represent the interests of the Buyer in all negotiations and transactions regarding the acquisition of real property.

6. **BROKER COMPENSATION:**

A. **Advance Fee:** Upon all parties signing this Agreement, Buyer has paid an advance fee of $ 0.00 to retain the services of Broker. This advance fee will be placed in the Broker's non-interest bearing escrow account in accordance with the law of the appropriate jurisdiction and will be credited against the gross fee (see 6B below) to be paid in accordance with the terms hereof.

B. **Payment to Broker by Flat Fee and/or Percentage of Sales Price:** see MLS, but not less than 2.5%
Buyer agrees that Broker shall receive a Broker's Fee ("Broker's Fee") of $345.00 plus ______% of the sale price, at the Settlement of any Property purchased, or contracted to be purchased during the term of this Agreement. Further, such Broker's Fee shall be paid if a Property is purchased by Buyer within 90 days after the "Expiration Date" or after termination of this Agreement (the "Protection Period"), unless a valid Buyer Agency Agreement is entered into during the term of said Protection Period with another licensed real estate broker.

C. **Fee Paid By Seller:** In most cases, the Seller pays Broker's Fee, but in the event Seller does not pay any or all of this amount due, the Buyer hereby agrees to pay any and all remaining Broker's Fee due to the Buyer's Broker. Furthermore, Buyer agrees to pay the flat fee portion of the broker compensation identified above in the amount of $345.00 at Settlement regardless of any Seller payment of commissions.

The disclosure of any portion of the Broker's Fee being paid by the Seller, if any, is generally made as follows:
1) When Broker is offered compensation as a portion of the commission offered in MRIS by the Listing Broker to a Buyer's Broker, (in the "Buyer Agent Compensation" field or as abbreviated in listing print outs), the Contract of Sale authorizes the settlement entity to pay that portion to the Broker;
2) Where property is not listed by MRIS, an Addendum to a contract to purchase would specify payment of compensation to the Broker from the Seller; or
3) Where a new home builder makes an offer of compensation in a registration form or other document, the builder's Contract of Sale would specify payment of compensation to the Broker by the builder.

Broker is authorized to receive all or a portion of the fee from the Listing Broker or Seller and any such amounts shall be applied toward Buyer's obligation under 6B. The amount of any such payment made by Seller or Listing Broker shall be with the Seller's and Buyer's prior knowledge and consent and shall in no way affect the obligation of the Buyer's Agent to act on behalf of the Buyer in the transaction.

D. **Difference between offers of compensation and amount agreed upon with Broker:** In the event the amount of compensation offered by the Listing Broker or a Seller, as provided in Paragraph 6C, is less than the amount as specified in Paragraph 6B, Buyer agrees to pay the difference between the amount offered by the Listing Broker and/or the Seller and the amount which Buyer has agreed to pay to Broker pursuant to Paragraph 6B. In the event the amount of compensation offered to Broker by a Listing Broker and/or Seller is in an amount greater than that specified in Paragraph 6B, then, in such event, Buyer authorizes Broker to receive such compensation and to retain any such additional compensation without pro ration or rebate to Buyer.

E. **Payment of Broker's Fee:** Payment of Broker's Fee is due at Settlement, unless Buyer, after contract acceptance, fails to perform or is otherwise in default of the sales contract or executes a release to which the Broker is not a party of the sales contract after all contingencies hereunder have been removed. In such case, the Broker's entire fee is due no later than the agreed Settlement Date.

F. **Default by Seller:** If Buyer enters into a Contract with a Seller during the original term of this Agreement, and Seller subsequently defaults, then the original term of this Agreement is extended by the number of days property was under contract.

7. **DISCLAIMER AND LIMITATIONS:**

A. **Limitations of Broker's Ability:** Buyer acknowledges that Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, certified home inspector or other professional service provider. Buyer has been advised to seek professional advice for legal, tax and other matters.

B. **Representation of Other Buyers:** Buyer acknowledges that the Broker may represent other Buyers and that other potential Buyers may consider, make offers on, or purchase properties through Broker. Buyer consents to Broker's representation of other Buyers before, during, and after the expiration of this Agreement.

C. **Subsequent Offers:** Upon receipt by Broker of a ratified contract to purchase pursuant to this Buyer Agency Agreement, Broker shall have no further obligation hereunder to procure any subsequent Properties for Buyer.

D. **Ministerial Acts:** Buyer agrees that Broker may perform ministerial acts for the Seller. A ministerial act is a routine act that does not involve discretion or the exercise of the Broker's own judgment.

E. **Confidentiality of Offers:** Buyer acknowledges the possibility that Seller or Seller's representatives may not treat the existence, terms or conditions of the Buyer's offer as confidential information.

8. **GENERAL PROVISIONS:**

A. **Laws and Regulations:** Buyer acknowledges that Broker must comply with federal, state and local laws and regulations as well as real estate licensing laws and regulations of either the District of Columbia or the State of Maryland.

Buyer understands that, as a REALTOR®, Broker must adhere to the Code of Ethics promulgated by the NATIONAL ASSOCIATION OF REALTORS®.

B. **Delivery:** Delivery or Delivered means hand carried, sent by overnight delivery service, sent by wired or electronic medium which produces a tangible record of the transmission (such as telegram, mailgram, telecopier, or "Fax", email which includes an attachment with an actual copy of the executed instruments being transmitted, or U.S. Postal mailing). In the event of overnight delivery service, Delivery will be deemed to have been made on the next business day following the sending, unless earlier receipt is acknowledged in writing. In the event of U.S. Postal mailing, Delivery will be deemed to have been made on the third business day following the mailing, unless earlier receipt is acknowledged in writing.

C. **Notice:** This agreement shall be deemed enforceable when it and all addenda and any modifications thereto have been signed, initialed where required by Buyer and Broker (or Supervising Manager), and Delivered to the other party.

D. **Paragraph Headings:** The Paragraph headings in this Agreement are for reference and convenience only, and do not define or limit the intent, rights or obligations of the parties.

E. **Definitions:** The singular shall include the plural, the plural the singular, and the use of either gender shall include the other gender.

9. **TERM & TERMINATION:** This Agreement commences when signed and expires at 11:59 p.m. on 12/31/15 ("Expiration Date"), unless extended in writing, or unless earlier terminated as herein provided. If a Contract of Sale is entered into by Buyer during the Buyer Agency Term, which provides for settlement to occur after the expiration of the Buyer Agency Term, this Agreement shall be automatically extended until settlement has occurred or until the Contract of Sale is released in writing by the parties.

A. **District of Columbia Properties:** This agreement may be terminated prior to the expiration date only by mutual written agreement of the Parties.