



# Inclusions/Exclusions Attachment to Listing Agreement Disclosure and/or Addendum

Property Address: **633 ELLIOTT ST. NE, WASHINGTON, DC 20002**

## PART I. Inclusions/Exclusions Disclosure

**Personal Property and Fixtures:** The Property 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 and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, window treatment hardware, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to in writing, all surface or wall mounted electronic components/devices **DO NOT** convey. B) The items marked **YES** below are currently installed or offered. If more than one of an item convey, the number of items is noted.

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Alarm System	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Freezer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Satellite Dish
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Built-in Microwave	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Furnace Humidifier	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Storage Shed
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Ceiling Fan	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Garage Opener	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>2</u>	Stove or Range
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Central Vacuum	<input type="checkbox"/>	<input checked="" type="checkbox"/>		w/ remote	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Trash Compactor
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>2</u>	Clothes Dryer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Gas Log	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Wall Oven
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>2</u>	Clothes Washer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Hot Tub, Equip, & Cover	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Water Treatment System
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Cooktop	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Intercom	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Window A/C Unit
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>2</u>	Dishwasher	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Playground Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Window Fan
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Disposer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Pool, Equip, & Cover	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Window Treatments
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Electronic Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>2</u>	Refrigerator	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Wood Stove
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Fireplace Screen/Door	<input type="checkbox"/>	<input type="checkbox"/>		w/ ice maker				

## OTHER

### AS IS ITEMS

Seller does not warrant the condition or working order of the following items and/or systems:

Ceiling fan in LR. / Entire property sold in "AS IS" CONDITION

### LEASED ITEMS

Any leased items, systems or service contracts (including, but not limited to, fuel tanks, water treatment systems, lawn contracts, security system monitoring, and satellite contracts) **DO NOT CONVEY** absent an express written agreement by Purchaser and Seller. The following is a list of the leased items within the Property:

Seller certifies that Seller has completed this checklist disclosing what conveys with the property and gives permission to make this information available to prospective buyers.

Seller **MARK REED** Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

## PART II. Inclusions/Exclusions Addendum

The Contract of Sale dated \_\_\_\_\_ between Seller **MARK REED** and Buyer \_\_\_\_\_ is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

The parties agree that Part I of this Addendum shall replace and supersede the provisions of the Inclusions/Exclusions paragraph of the MAR Residential Contract of Sale or the Personal Property Fixtures and Utilities paragraph of the Regional Sales Contract as applicable.

Mark Reed 01/26/07  
Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

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



## Lead Paint - Federal Disclosure

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

RE: 633 ELLIOTT ST. NE, WASHINGTON, DC 20002

Property Address

#### LEAD WARNING STATEMENT

Every purchaser/tenant 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/landlord of any interest in residential real property is required to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession and notify the buyer/tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase/lease.

#### SELLER'S/LANDLORD'S DISCLOSURE (initial)

MR (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):

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

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

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

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

#### PURCHASER'S/TENANT'S ACKNOWLEDGMENT (initial)

(c) Purchaser/Tenant has read the Lead Warning Statement above

(d) Purchaser/Tenant has received copies of all information listed above.  Yes  No  None listed

(e) Purchaser/Tenant 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)

AF (g) Agent has informed the seller/landlord of the seller's/landlord'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.

Mark Reed 01/26/07  
 Seller/Landlord Date Buyer/Tenant Date  
**MARK REED**

Seller/Landlord Date Buyer/Tenant Date  
Amy Fisher 01/26/2007  
 Agent **AMY FISHER, CRS** Date Agent Date

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**SELLER'S DISCLOSURE STATEMENT**

**Property Address:** 633 ELLIOTT ST. NE, WASHINGTON, DC 20002

**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		X		
City supplied	X			
Working order?	X			
2. Sewer system:				
Septic tank		X		
City supplied	X			
Working order?	X			
3. Insulation				
4. Urea formaldehyde foam insulation			X	
5. Leaks in roof		X		
6. Age of roof				
0-5 years			X	
5-10 years				
10-15 years				
15+ years				
7. Wall defects			X	
8. Floor defects			X	
9. Foundation defects			X	
10. Window defects			X	
11. Evidence of water in basement			X	
12. Heating system:				
Central	X			
Gas				
Oil				
Heat Pump				
Working order?	X			
Age of Heating System:				
0-5 years			X	
5-10 years				
10+ years				
13. Air Conditioning System:				
Central	X			
Window		X		
Gas				
Electric	X			
Heat Pump				
Working order?	X			

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	Yes	No	Unknown	N/A
Age of Air Conditioning System:				
0-5 years			X	
5-10 years				
10+ years				
14. Plumbing System:				
Copper	X			
Galvanized				
Other				
Working order?				
Any known problems?		X		
15. Electrical System:				
Working order?	X			
Any known problems?		X		
16. History of Infestation:				
Termites		X		
Carpenter Ants		X		
Rodents		X		
Other				
17. Environmental Problems:				
Asbestos			X	
Radon Gas			X	
Formaldehyde			X	
Contaminated soil			X	
Other			X	

Provide explanations of the foregoing responses here. Attach additional sheets if necessary: Roof rep resurfaced

Federal Pacific electric panels in both units. Brand no longer manufactured

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

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

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

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

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

	Yes	No	Unknown	N/A
Walls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seller responsible for maintenance	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fences	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seller responsible for maintenance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roads	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seller responsible for maintenance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Driveways	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seller responsible for maintenance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (list)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seller responsible for maintenance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Encroachments	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Easements	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Zoning violations	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Nonconforming uses	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Structural modifications	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Settling problems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Flooding problems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Drainage problems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Structural problems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Grading problems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Damage to property from:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wind	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Floods	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Landslides	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Historic District	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Is the Property a DC landmark or located in a historic district?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Has the property been cited for a violation during your ownership?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Is the property subject to a conservation easement?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

The Seller has lived in the residence on the property from 10/31/05 (date) to Present (date). The Seller has owned the property since \_\_\_\_\_ (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.

Seller Mark Reed Date 01/26/07 Seller \_\_\_\_\_ Date \_\_\_\_\_  
**MARK REED**

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



**Washington, DC Jurisdictional Addendum**  
 (REQUIRED NOTICE AND DISCLOSURE ADDENDUM  
 FOR USE WITH THE REGIONAL CONTRACT)

The Contract of Sale between MARK REED, Seller, and \_\_\_\_\_, Buyer, dated \_\_\_\_\_ for the sale of Lot 59 Square 1028 Parking Space \_\_\_\_\_, Subdivision/Condominium Project OLD CITY 1 also known as 633 ELLIOTT ST. NE Washington, DC, 20002 (Address) (Zip)

is hereby amended by the incorporation of the following paragraphs, which shall supersede any provisions to the contrary in the Contract.

**1. LEAD - BASED PAINT HAZARD.** A Seller who fails to give the required Lead-Based Paint Disclosure Form and Pamphlet may be liable under the Act for three times the amount of damages. The Seller represents that residential Property  was built prior to 1978 OR  was not built prior to 1978 OR  building date is uncertain. If the dwelling(s) was built prior to 1978 or if the building date is uncertain, this Contract is not complete and not ratified unless it includes, and the Seller and Buyer both accept the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, whereby the Buyer acknowledges receipt of required Lead Paint Information and has either taken the opportunity to incorporate a Lead-Based Paint Inspection contingency or waived such a right. The Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of 3 years following the date of settlement. The Seller and Buyer acknowledge by their respective initials below that they have read and understand the provisions of this paragraph.

MR / \_\_\_\_\_ Seller's Initials \_\_\_\_\_ / \_\_\_\_\_ Buyer's Initials

**2. SELLER DISCLOSURE.** Buyer acknowledges receipt of the Seller's Disclosure Statement pursuant to D.C. Code 45-951 prior to the submission of the offer  Yes  No.

\_\_\_\_\_/ \_\_\_\_\_ Buyer's Initials

**3. RECORDATION AND TRANSFER TAXES.** The D.C. Recordation Tax will be paid by the Buyer and the D.C. Transfer Tax will be paid by the Seller.

**4. D.C. SOIL DISCLOSURE REQUIREMENTS.** The characteristic of the soil on the subject Property as described by the Soil Conservation Service of the United States Department of Agriculture in the Soil Survey of the District of Columbia published in 1976 and as shown on the Soil Maps of the District of Columbia at the back of that publication is \_\_\_\_\_

URBAN LAND SASAFRASS CHILLUM

For further information, the Buyer can contact a soil testing laboratory, the District of Columbia Department of Environmental Services, or the Soil Conservation Service of the Department of Agriculture.

**5. TENANCY.** Seller represents that property  is  is not subject to an existing residential lease or tenancy.

- a. If the Property is tenant occupied, Buyer hereby certifies that Buyer  will  will not occupy the Property.
- b. The Property is sold and shall be conveyed free of existing tenancy except as follows:

\_\_\_\_\_  
 (hereinafter the "Tenant(s)"). Without the prior written consent of Buyer (which shall not be unreasonably withheld) Seller shall not modify the terms of or terminate such tenancy, except for non-payment of rent or enter into any new leases or tenancies with respect to the Property. Seller represents to Buyer and Agents that on \_\_\_\_\_ (date), Seller has provided to the Tenant(s) a written notice of the intended sale of the Property and a bona fide offer of sale or will provide same pursuant to the following paragraph. Seller and Buyer further acknowledge that, in addition to the rights under the bona fide offer of sale, the Tenant(s) has an additional fifteen (15) day right of first refusal to purchase the Property during the period specified by District of Columbia law and regulations.

