



The Stokes Group

REAL ESTATE



Disclosure Packet

**2725 39TH ST. NW #111
WASHINGTON, DC 20007**

Anslie Stokes Milligan, GRI
McEneaney Associates, Inc., REALTORS
4315 50th St. NW, Washington, DC 20016
202-552-5600 - TheStokesGroup.com - 202-270-1081



We Sell Where You Want to Live

Sellers:

Michael Shuler, Maureen Shuler

Legal Information:

Lot:2187 **Block:** 1301

Legal Address: 2725 39th St. NW #111 Washington, DC 20007

Contract Requirements:

- Copy of Earnest Money Deposit
- Copy of bank statements proving EMD and down payment funds
- Lender approval letter from a local, reputable lender
- Buyer's Financial Information Sheet
- GCAAR Sales Contract
- Jurisdictional Disclosure and Addendum to the Sale Contract for Washington, DC
- Condominium Seller Disclosure/Resale Addendum for the District of Columbia
 - Condo fee is \$749.00/Month
- Addendum of Clauses (if needed)
- Complete Seller Disclosure Packet (Seller signature has been redacted from this disclosure packet because it is being posted online. Contact me directly for signed disclosures to be used in an offer.)

Contract Preferences:

- Sellers will give great weight to a strong (at least 10%) Earnest Money Deposit to be held by **Federal Title and Escrow**
- Sellers will give great weight to offers with few if any contingencies
- Sellers welcome home inspections, but they must be coordinated with listing agent
- Sellers prefer to use **Federal Title and Escrow** as the settlement company

Federal Title & Escrow
5335 Wisconsin Ave. NW #700
Washington, DC 20015
www.federaltitle.com
202.262.8499

Listing Agent Information:

Anslie Stokes Milligan
McEneaney Associates, Inc
4315 50th ST NW

Office Code: MCE7
MRIS ID: 99699
License: DC SP98361041
Broker License # DC-94076





Condominium Seller Disclosure/Resale Addendum for the District of Columbia

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

Address 2725 39th St NW #111
 City Washington, State DC Zip 20007-1244 Parking Space(s) # #5
 Storage Unit(s) # S3-13 Subdivision/Project: The Archbold

PART I - SELLER DISCLOSURE:

1. **CURRENT FEES AND ASSESSMENTS:** Monthly fees and assessments as of the date hereof amount respectively to:
 - A. **Monthly 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 \$ 749.
 - 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. **Fee Includes:** 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 Unit, or 3) Conveyed by Deed. The following Parking and/or Storage Units convey with this property:

Parking Space #(s) #5 is is not separately taxed.
 If separately taxed: Lot _____ Square _____, Lot _____ Square _____

Storage Unit #(s) S3-13 is is not separately taxed.
 If separately taxed: 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: cliff@pierngmt.com cliff Phone: 202-337-9000;22
 Address: None
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 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, DC Condominium Bill of Rights and Responsibilities, 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 approved 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;

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- 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.

DocuSigned by:
 Michael Shuler
 Seller
 Michael Shuler
 6/30/2020
 Date

DocuSigned by:
 Maureen Shuler
 Seller
 Maureen Shuler
 6/29/2020
 Date

PART II - RESALE ADDENDUM:

The Contract of Sale dated _____, between Seller _____ and Buyer _____ 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, Seller agrees to pay, at the time of Settlement, any Special Assessments as disclosed in the Current Fees and Assessments Paragraph unless otherwise agreed herein: _____.
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 there from.
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, as well as statutory insurance requirements (D.C. Official Code § 42-1901.01 *et seq.*), 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 Docs Paragraph to cancel this Contract by giving Notice thereof to Seller. In the event that such condominium documents and statements are delivered 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 Docs 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 (sign only after Buyer) Date

 Buyer Date

 Seller (sign only after Buyer) Date

 Buyer Date



Jurisdictional Disclosure and Addendum to the Sales Contract for District of Columbia

(Required for the Listing Agreement and required for the GCAAR Sales Contract)

The Contract of Sale dated _____, between _____ (Buyer) and Michael Shuler, Maureen Shuler (Seller) for the purchase of the real property located at Address 2725 39th St NW #111 Unit # 111 City Washington State DC Zip Code 20007-1244, Parking Space(s) # #5 Storage Unit # S3-13 with the legal description of Lot 2187 Block/Square 1301 Section _____ Subdivision/Project Name Glover Park Tax Account # 1301//2187 is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Contract.

PART I. SELLER DISCLOSURE - AT TIME OF LISTING:

The information contained in this Disclosure was completed by Seller, is based on the Seller's actual knowledge and belief, and is current as of the date hereof.

1. SELLER DISCLOSURE: Pursuant to D.C. Code §42-1301, Seller is exempt from property condition disclosure.

Yes No

2. DC SOIL DISCLOSURE REQUIREMENTS: The characteristic of the soil on the 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 Sassafras - Chillum.

For further information, 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.

3. TENANCY: Seller represents that property is/was OR is not/was not subject to an existing residential lease or tenancy at the time Seller decided to sell. District of Columbia broadly defines a tenant as "a tenant, subtenant, lessee, sublessee, or other person entitled to the possession, occupancy, or the benefits of any rental unit within a housing accommodation." If applicable, the following required Addendum shall be incorporated into the Contract.

- Tenancy Addendum for District of Columbia (Single-Family Accommodation)
 Tenancy Addendum for District of Columbia (2 to 4 Rental Units)
 Multi-Unit or Non-Residential Addendum

4. CONDOMINIUM/CO-OPERATIVE/HOMEOWNERS ASSOCIATION: Seller represents that this Property is OR is not subject to a condominium, co-operative or homeowners association. If applicable, the following required addendum is attached:

- Condominium Seller Disclosure/Resale Addendum for District of Columbia,
 Co-operative Seller Disclosure/Resale Addendum for Maryland and the District of Columbia, or HOA
 Seller Disclosure/Resale Addendum for District of Columbia

5. UNDERGROUND STORAGE TANK DISCLOSURE: (Applicable to single family home sales only)

In accordance with the requirements of the District of Columbia Underground Storage Tank Management Act of 1990 [D.C. Code §8-113.02(g)], as amended by the District of Columbia Underground Storage Tank Management Act of 1990 Amendment Act of 1992 (the "Act") and the regulations adopted thereunder by the District of Columbia (the "Regulations"), Seller hereby informs Buyer that Seller has no knowledge of the existence or removal during Seller's ownership of the Property of any underground storage tanks as that term is defined in the Act and the Regulations, except as follows: _____

6. PROPERTY TAXES: Future property taxes may change. To determine the applicable rate, see https://www.taxpayerservicecenter.com/RP_Search.jsp?search_type=Assessment. Additional information regarding property tax relief and tax credit information (tax reductions for seniors, homestead exemptions, property tax abatements and others) can be found at: <http://otr.cfo.dc.gov/page/real-property-tax-credits-frequently-asked-questions-faqs>.

DocuSigned by:

 Seller
 6/30/2020
 Date
 Michael Shuler

DocuSigned by:

 Seller
 6/29/2020
 Date
 Maureen Shuler

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PART II. RESALE ADDENDUM

The Contract of Sale dated _____, between Seller **Michael Shuler, Maureen Shuler** and Buyer _____ is hereby amended by the incorporation of Parts I and II herein, which shall supersede any provisions to the contrary in the Contract.

1. SELLER DISCLOSURE: Pursuant to D.C. Code §42-1302, prior to the submission of the offer, Buyer is entitled to a Seller's Disclosure Statement (if Seller is not exempt) and hereby acknowledges receipt of same. Yes No Not applicable

2. RECORDATION AND TRANSFER TAXES: Rates vary with the sales price and based on property type. See <http://otr.cfo.dc.gov/service/recorder-deeds-frequently-asked-questions-faqs>. In limited circumstances, an exemption from Recordation Tax may be available to Buyer, if Buyer meets the requirements for the Lower Income Home Ownership Exemption Program ("Tax Abatement Program"). See below for additional information. Unless otherwise negotiated, the following will apply:

- A. Real Property:** Recordation Tax will be paid by Buyer and Transfer Tax will be paid by Seller.
- B. Co-operatives:** The Economic Interest Deed Recordation Tax will be split equally between Buyer and Seller. There is no Transfer Tax for Co-operatives.
- C. Tax Abatement Program:** Additional information (including the required Application Form) for the Tax Abatement Program can be obtained at: http://otr.cfo.dc.gov/sites/default/files/dc/sites/otr/publication/attachments/sharp%40dc.gov_20140909_110358.pdf. If Buyer meets the requirements of this program, Buyer will be exempt from Recordation Tax. Additionally, Seller shall credit Buyer an amount equal to what would normally be paid to the District of Columbia as Seller's Transfer Tax to be applied towards Buyer's settlement costs. This credit shall be in addition to any other amount(s) Seller has agreed to pay under the provisions of this Contract. It is Buyer's responsibility to confirm with Lender, if applicable, that the entire credit provided for herein may be utilized. If Lender prohibits Seller from payment of any portion of this credit, then said credit shall be reduced to the amount allowed by Lender.
Buyer is OR is not applying for the Tax Abatement Program.
- D. First-Time Homebuyer Recordation Tax Credit:** Buyer is OR is not a District of Columbia First-Time Homebuyer and may be eligible for a reduced recordation tax. It is the Buyer's responsibility to confirm their eligibility (See <https://otr.cfo.dc.gov/node/1272871>).

3. The principals to the Contract mutually agree that the provisions hereof shall survive the execution and delivery of the Deed and shall not be merged herein.

_____ Seller Michael Shuler	_____ Date	_____ Buyer	_____ Date
_____ Seller Maureen Shuler	_____ Date	_____ Buyer	_____ Date



Inclusions/Exclusions Disclosure and Addendum

Required for use with GCAAR Listing Agreement & Sales Contract

PROPERTY ADDRESS: 2725 39th St NW #111, Washington, DC 20007-1244

PERSONAL PROPERTY AND FIXTURES: The Property includes the following personal property and fixtures, if 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, mounting brackets for electronics components, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to herein, all surface or wall mounted electronic components/devices **DO NOT CONVEY**. **The items checked below convey.** If more than one of an item conveys, the number of items is noted in the blank.

KITCHEN APPLIANCES

- _____ Stove/Range
- _____ Cooktop
- _____ Wall Oven
- _____ Microwave
- _____ Refrigerator
- _____ w/ Ice Maker
- _____ Wine Refrigerator
- _____ Dishwasher
- _____ Disposer
- _____ Separate Ice Maker
- _____ Separate Freezer
- _____ Trash Compactor

ELECTRONICS

- _____ Alarm System
- _____ Intercom
- _____ Satellite Dishes

RECREATION

- _____ Hot Tub/Spa, Equipment, & Cover
- _____ Pool Equipment & Cover
- _____ Sauna
- _____ Playground Equipment

LIVING AREAS

- _____ Fireplace Screen/Door
- _____ Gas Log
- _____ Ceiling Fans
- _____ Window Fans
- _____ Window Treatments

OTHER

- _____ Storage Shed
- _____ Garage Door Opener
- _____ Garage Door Remote/Fob
- _____ Back-up Generator
- _____ Radon Remediation System
- _____ Solar Panels

LAUNDRY

- _____ Washer
- _____ Dryer

WATER/HVAC

- _____ Water Softener/Conditioner
- _____ Electronic Air Filter
- _____ Furnace Humidifier
- _____ Window A/C Units

EXCLUSIONS: _____

LEASED ITEMS, LEASED SYSTEMS & SERVICE CONTRACTS: Leased items/systems or service contracts, including but not limited to: solar panels & systems, appliances, fuel tanks, water treatment systems, lawn contracts, security system and/or monitoring, and satellite contracts **DO NOT CONVEY** unless disclosed here: _____

CERTIFICATION: Seller certifies that Seller has completed this checklist disclosing what conveys with the Property.

DocuSigned by: <i>Michael Shuler</i>	6/30/2020	DocuSigned by: <i>Maureen Shuler</i>	6/29/2020
Seller Michael Shuler	Date	Seller Maureen Shuler	Date

ACKNOWLEDGEMENT AND INCORPORATION INTO CONTRACT: *(Completed only after presentation to the Buyer)*

The Contract of Sale dated _____ between Seller **Michael Shuler, Maureen Shuler** and Buyer _____ for the Property referenced above is hereby amended by the incorporation of this Addendum.

Seller <i>(sign only after Buyer)</i> Michael Shuler	Date	Buyer	Date
Seller <i>(sign only after Buyer)</i> Maureen Shuler	Date	Buyer	Date

LEAD-BASED PAINT DISCLOSURE FORM FOR DC REAL ESTATE SALES



Purpose: Inform potential homebuyers of the presence of lead-based paint and related hazards at this property.

This form is required for properties built before 1978. This form must be used in addition to the Federal Lead Disclosure form because the DC Law provides additional protections for the purchaser.

- Housing built before 1978 is presumed to contain lead-based paint.
- Lead from paint, paint chips, and dust may pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women.
- Lead poisoning in young children may produce permanent neurological damage, learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory.
- Lead poisoning poses a particular risk to developing fetuses and pregnant women.
DC Law requires the buyer to have this information **before** they decide to rent or purchase the property.

Are you a POTENTIAL BUYER?

Review this page carefully before following instructions on page two.

Are you a PROPERTY OWNER?

You will need the following information to complete this form:

- Copies of any lead-based paint, assessments, or surveys related to the property.
- The latest version of the EPA Protect Your Family From Lead in Your Home pamphlet.
- Knowledge about lead-contaminated dust/soil and condition of the paint on the property.
- Knowledge about any lead-related legal actions taken against the property.

Property owners and managers: keep the signed original of this form on record for at least 6 years from the date of the most recent signature, as you may be audited by the DC Department of Energy and Environment.

What to look for inside the property or in the property's common areas:

- Peeling, chipping, chalking, cracking, or damaged paint.
- Lead-based paint on windows, doors, stairs, railings, banisters, porches, or other high-wear surfaces that children might chew.
- Lead that is present in bare soil.
- Lead dust that forms when lead-based paint is scraped, sanded, or heated, or when painted surfaces with lead in them bump or rub together.
- Surfaces with lead paint chips/dust, or settled dust that reenters the air through vacuuming or sweeping.

For more information see The District of Columbia Lead-Hazard Prevention and Elimination Act of 2008, D.C. Official Code § 8-231.01 et seq., and the Federal Lead Warning Statement, 24 CFR Part 35 and 745. 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. <http://bit.ly/federallead>.

If you need help in your language, please call 202-535-2600. | በአማርኛ እርዳታ ከፈለጉ በ 202-535-2600 ይደውሉ። | Si necesita ayuda en Español, por favor llame al 202-535-2600. | Si vous avez besoin d'aide en Français appelez-le 202-535-2600. | 如果您需要中文服務，請致電 202-535-2600 | 한국어로 도움이 필요합니까? 무료 한국어통역: 202-535-2600 | Nếu quý vị cần giúp đỡ bằng tiếng Việt, xin gọi 202-535-2600.

IF YOU ARE:

YOU NEED TO:

The property owner	<ul style="list-style-type: none"> ■ Complete Sections A and B. ■ Provide a copy to the buyer.
The potential buyer	<ul style="list-style-type: none"> ■ Carefully review Section B. ■ Sign Section C.




SECTION A: PROPERTY OWNER'S SIGNATUREProperty Address: **2725 39th St NW #111**Unit: **111**

Washington, DC

Zip: **20007-1244**

I am the owner of this property and will truthfully give the answers to the following questions about lead-based paint/hazards in or around this property, and lead reports.

Owner Name: **Michael Shuler**Signature:  DocuSigned by:
Michael Shuler

6/30/2020

Owner Name: **Maureen Shuler**Signature:  DocuSigned by:
Maureen Shuler

6/29/2020

SECTION B: INFORMATION ABOUT LEAD-BASED PAINT IN THIS PROPERTY**Lead-based paint is assumed to be present in properties built before 1978. To the best of your knowledge, is there lead-based paint inside or around the property, including common area(s)?** Yes, in the following location(s): _____ No, I am not aware of any lead-based paint, but because the property was built before 1978 it is assumed to be present.**To the best of your knowledge, is there peeling or chipping paint, lead-contaminated dust/soil, or other lead-based paint hazards inside or around the property?** No Yes, in the following locations(s): _____
*For more space attach a summary***Does DC Government have any pending actions related to lead-based paint for this property?***Check all that apply*

- A notice of violation
 A notice of lead-based paint hazards
 An administrative order to eliminate lead-based paint hazards
 Other notices or orders related to lead-based paint. **Please list:** _____
 There are no pending actions related to lead-based paint at this property.

Are there any reports or documents about lead-based paint or lead-based paint hazards at this property (including in bare soil and sheds, garages, common area(s) or other appurtenances)?*This includes reports or documents provided to you by a previous or current owner, tenant, property manager, DC Government agency, or contractor.* No Yes **and** I understand I must provide a copy of those documents to the buyer if they ask.**SECTION C: BUYER'S ACKNOWLEDGEMENT****I was provided this form and the *Protect Your Family from Lead in Your Home* pamphlet before I signed a lease or purchase agreement.** Yes No, I have already signed a lease or purchase agreement.**I understand I have the right to ask the owner or manager for any reports or documents about lead-based paint or lead-based paint hazards at this property (including on bare soil and sheds, garages, or other appurtenances) .**

Name:

Signature:

Date:

Name:

Signature:

Date:





Seller's Disclosure Statement

Instructions

These Instructions are to assist the Seller in completing the required Seller's Disclosure Statement in order to comply with the District of Columbia Residential Real Property Seller Disclosure Act.

1. Who must complete the Seller's Disclosure Statement?

The Seller must complete the Statement him or herself (not the broker, management company, condominium association, cooperative association, or homeowners association).

2. The Seller must provide the Seller's Disclosure Statement to the Purchaser for the following transactions:

The Act applies to the following types of transfers or sales of District of Columbia real estate:

- a. Where the property consists of one to four residential dwelling units, and,
- b. The transactions a sale, exchange, installment land contract, lease with an option to purchase, or any other option to purchase, and,
- c. The purchaser expresses, in writing, an interest to reside in the property to be transferred.

3. The Seller does not need to complete the Seller's Disclosure Statement for the following transactions:

- a. Court ordered transfers;
- b. Transfers to a mortgagee by a mortgagor in default;
- c. Transfers by sale under a power of sale in a deed of trust or mortgage or any foreclosure sale under a decree of foreclosure or deed in lieu of foreclosures;
- d. Transfers by a non-occupant fiduciary administering a decedent's estate, guardianship, conservatorship or trust;
- e. Transfers between co-tenants;
- f. Transfers made to the transferor's spouse, parent, grandparent, child, grandchild or sibling (or any combinations of the foregoing);
- g. Transfer between spouses under a divorce judgment incidental to such a judgment;
- h. Transfers or exchanges to or from any governmental entity; and
- i. Transfers made by a person of newly constructed residential property that has not been inhabited.

4. When does the Seller's Disclosure Statement have to be provided to the Purchaser?

In a sale, before or at the time the prospective transferee executes a purchase agreement with the transferor. In an installment sales contract (where a binding purchase contract has not been executed), or in the case of a lease with no option to purchase, before or at the time the prospective transferee executes the installment sales contractor lease with the transferor.

5. What information must the Seller disclose?

Answer ALL questions on the Seller's Disclosure Statement. If some items do not apply to your property, check "N/A" (not applicable). If you do not know the facts, check "UNKNOWN". Report actually known conditions referred to in the questions. Each disclosure must be made in "good faith" (honesty in fact in the making of the disclosure). Attach additional pages with your signature if additional space is required.

The Seller of a condominium unit, cooperative unit, or a lot in a homeowners association, is to provide information only as to the Seller's unit or lot, and not as to any common elements, common areas or other areas outside of the unit or lot.

6. What is the remedy if the Seller does not provide the Seller's Disclosure Statement to the Transferee?

If the Seller's Disclosure Statement is delivered after the purchaser executes the purchase agreement, installment sales contract or lease with an option to purchase, the purchaser may terminate the transaction by written notice to the seller not more than five (5) calendar days after receipt of the Seller's Disclosure Statement by the purchaser, and the deposit must be returned to the purchaser. The right to terminate is waived if not exercised before the earliest of:

- a. the making of an application for a mortgage loan (if the lender discloses that the right to rescind terminates on submission of the application); or
- b. settlement or date of occupancy in the case of a sale; or
- c. occupancy in the case of a lease with an option to purchase.

7. If the Seller finds out different information after providing the Seller's Disclosure Statement to the Purchaser, how does this impact a ratified contract?

If information becomes inaccurate after delivery of the disclosure form, the inaccuracy shall not be grounds for terminating the transaction.

8. How must a Seller deliver the Seller's Disclosure Statement to the Transferee?

The Seller's Disclosure Statement must be delivered by personal delivery, facsimile delivery, or by registered mail to the transferee. Execution by the transferor or of a facsimile is considered execution of the original.

SELLER'S PROPERTY CONDITION STATEMENT

For Washington, DC

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

The seller(s) completing this disclosure statement have owned the property from: 2006 To: 2020

The seller(s) completing this disclosure have occupied the residence from: 2014 To: 2020

2725 39th St NW #111
Property Address: Washington, DC 20007-1244

The property is included in: Condominium Association Cooperative Homeowners association with mandatory participation and fee

If this is a sale of a condominium unit or cooperative unit, or 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. Structural Conditions

1. Roof	<input checked="" type="checkbox"/> Roof is a common element maintained by condominium or cooperative (if you check this box, no further roof disclosure required; go to section B)
	Age of Roof: <input type="checkbox"/> 0-5 years <input type="checkbox"/> 5-10 years <input type="checkbox"/> 10-15 years <input type="checkbox"/> 15+years <input type="checkbox"/> Unknown
	Does the seller have actual knowledge of any current leaks or evidence of moisture from roof? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No NO <i>If yes, please provide comments:</i>
	Does the seller have actual knowledge of any existing fire retardant treated plywood? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No NO <i>If yes, please provide comments:</i>

2. Fireplace/ Chimney(s)	Does the seller have actual knowledge of any defects in the working order of the fire places? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No Fireplace(s) <i>If yes, please provide comments:</i> No fireplace
	Does the seller know when the chimney(s) and/or flue were last inspected and/or serviced? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No chimneys or flues <i>If yes, when were they last serviced or inspected?</i>

3. Basement	Does the seller have actual knowledge of any current leaks or evidence of moisture in the basement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable <i>If yes, please provide comments:</i> None
	Does the seller have actual knowledge of any structural defects in the foundation? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable <i>If yes, please provide comments:</i> None

4. Walls and Floors	Does the seller have actual knowledge of any structural defects in walls or floors? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide comments: NO
5. Insulation	Does the seller have actual knowledge of presence of urea formaldehyde foam insulation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide comments: NO
6. Windows	Does the seller have any windows not in normal working order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide comments: NO

B. Operating Condition of Property Systems

1. Heating System **The convectors in the unit are owned/maintained by the unit owner. The building maintains the central heating and cooling systems. As a courtesy, the building arranges for a convector check early in the cooling season. All utility costs are included in the condo fee.	<input checked="" type="checkbox"/> Heating system is a common element maintained by condominium or cooperative (if you check this box, no further disclosure on heating system required; go to section B.1.)
	Type of System: <input type="checkbox"/> Forced Air <input type="checkbox"/> Radiator <input type="checkbox"/> Heat Pump <input type="checkbox"/> Electric baseboard <input type="checkbox"/> Other
	Heating Fuel: <input type="checkbox"/> Natural Gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other
	Age of system: <input type="checkbox"/> 0-5 years <input type="checkbox"/> 5-10 years <input type="checkbox"/> 10-15 years <input type="checkbox"/> Unknown
	Does the heating system include a humidifier? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
	Does the heating system include an electronic air filter? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
	Does the seller have actual knowledge that heat is not supplied to any finished rooms? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide comments: NO
	Does the seller have actual knowledge of any defects in the heating system? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide comments: NO
	If installed, does the seller have actual knowledge of any defects with the humidifier and electronic filter? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable If yes, please provide comments:

2. Air Conditioning System	<input checked="" type="checkbox"/> Air conditioning is a common element maintained by condominium or cooperative (if you check this box, no further disclosure on the air conditioning system is required; go to section B.3.)
	Type of system: <input checked="" type="checkbox"/> Central AC <input type="checkbox"/> Heat Pump <input type="checkbox"/> Window/wall units <input type="checkbox"/> Other <input type="checkbox"/> Not Applicable
	AC Fuel: <input type="checkbox"/> Natural Gas <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other
	Age of System: <input type="checkbox"/> 0-5 years <input type="checkbox"/> 5-10 years <input type="checkbox"/> 10-15 years <input checked="" type="checkbox"/> Unknown
	Does the heating system include a humidifier? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown
	Does the heating system include an electronic air filter? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown
	If central AC, does the seller have actual knowledge that cooling is not supplied to any finished rooms? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable If yes, please provide comments: NO
	Does the seller have actual knowledge of any problems or defects in the cooling system? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable If yes, please provide comments: NO

3. Plumbing System	Type of material: (check all that apply) <input type="checkbox"/> Copper <input type="checkbox"/> Lead <input type="checkbox"/> Galvanized iron <input type="checkbox"/> Brass <input type="checkbox"/> PVC <input type="checkbox"/> Plastic polybutelene <input checked="" type="checkbox"/> Unknown
	Water Supply: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Well
	Sewage Disposal Treatment: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Septic tank <input type="checkbox"/> Cesspool <input type="checkbox"/> Onsite treatment
	Water Heater Fuel: <input type="checkbox"/> Natural Gas <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other
	Does the seller have actual knowledge of any defects with the plumbing system? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide comments: NO
4. Water System	Does the seller have actual knowledge of the results of any lead tests conducted on the water supply of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please test results:
	Does the seller have actual knowledge that the property has been included on the DC Water service line map website (https://www.dewater.com/leadmap , as of August 2019) as a property with a lead water service line on the private property or in public space? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide comments: NO
	Does the seller have actual knowledge of any lead-bearing plumbing, including the water service line servicing the property? <input type="checkbox"/> Yes, there is a lead service line servicing the property <input type="checkbox"/> Yes, there is lead bearing plumbing on the property <input checked="" type="checkbox"/> No NO Comments:
	If there is a lead service line servicing the property, does the seller have actual knowledge that any portion of the lead water service line has been replaced? (Note: This applies to portions of the service line on private property and in public space). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not applicable If yes, please provide date(s) of replacement(s): NO
5. Electrical System	Does the seller have actual knowledge of any defects in the electrical system, including the electrical fuses, circuit breakers, outlets, or wiring? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please test results: NO

C. Appliances and Fixtures

Does the seller have actual knowledge of any defects with the following appliances?

- | | | | |
|------------------------------|------------------------------|----------------------------------------|----------------------------------------------------|
| Range/Oven | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable |
| Dishwasher | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable |
| Refrigerator | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable |
| Rangehood/fan | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| Microwave oven | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable |
| Garbage Disposal | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable |
| Sump Pump | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| Trash compactor | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| TV antenna/controls | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| Central vacuum | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| Ceiling fan | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not Applicable |
| Attic fan | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| Sauna/Hot tub | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| Pool heater & equip | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| Security System | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| Intercom System | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| Garage door opener | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| & remote controls | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| Lawn sprinkler system | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| Water treatment system | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| Smoke Detectors | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| Carbon Monoxide detectors | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| Other Fixtures or Appliances | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |

If yes to any of the above, please describe the defects:
 No additional info required

D. Exterior/Environmental Issues

1. Exterior Drainage	Does the seller have actual knowledge of any problem with drainage on the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide comments: NO
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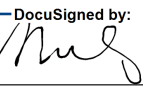
2. Damage to Property	Does the seller have actual knowledge whether the property has previously been damaged by: Fire: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Wind: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Flooding: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide comments: NO
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3. Wood destroying insects or rodents?	Does the seller have actual knowledge of any infestation or treatment for infestations? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide comments: There was a mouse but building and owner took care of it. But definitely not any damage.
	Does the seller have actual knowledge of any prior damage or repairs due to a previous infestation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide comments: NO

4. Other Issues	Does the seller have actual knowledge of any problem with drainage on the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please provide comments:</i> NO
	Does the seller have actual knowledge of any substances, materials or environmental hazards (including but not limited to asbestos, radon gas, lead based paint, underground storage tanks, formaldehyde, contaminated soil, or other contamination) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please provide comments:</i> NO
	Does the seller have actual knowledge of any zoning violations, nonconforming uses, violation of building restrictions or setback requirements, or any recorded or unrecorded easement, except for utilities, on or affecting the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please provide comments:</i> NO
	Does the seller have actual knowledge that this property is a D.C. Landmark included in a designated historic district or is designated a historic property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please provide comments:</i> NO
	Has the property been cited for a violation of any historic preservation law or regulation during your ownership? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please provide comments:</i> NO
	Does the seller have actual knowledge if a facade easement or a conservation easement has been placed on the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please provide comments:</i> NO
	Does the seller have actual knowledge that the property has received a vacant or blighted building exemption? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please provide comments:</i> NO

Certification and Signature

The seller(s) certifies that the information in this statement is true and correct to the best of their knowledge as known on the date of signature

	7/22/2020
DocuSigned by:  EA7643417EEB49E... Seller's Signature Michael Shuler	Date
	7/22/2020
DocuSigned by:  4C4307595EBB49C... Seller's Signature Maureen Shuler	Date

Buyer(s) have read and acknowledge receipt of this statement and acknowledge that this statement is made based upon the seller's actual knowledge as of the above date. This disclosure is not a substitute for any inspections or warranties which the buyer(s) may wish to obtain. This disclosure 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's Signature	Date
Buyer's Signature	Date

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.

Ansle Stokes SP98361041
(Licensee & License #)

and McEneaney Associates, Inc.
(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 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

Previous editions of this form should be destroyed.