

# The Stokes Group

REAL ESTATE



Disclosure Packet

3760 39TH ST. NW #F144 WASHINGTON, DC 20016

Anslie Stokes Milligan, GRI
McEnearney Associates, Inc., REALTORS
4910 Massachusetts Ave. NW Suite 119, Washington, DC 20016
202-552-5600 - TheStokesGroup.com - 202-270-1081



# We Sell Where You Want to Live

### Sellers:

Christopher J. Hickey, Paige A. Snider

Legal Information: Lot: 2252 Block: 1798

Legal Address: 3760 39th St. NW #F144 Washington, DC 20016

# **Contract Requirements:**

- Copy of bank statements proving EMD and down payment funds
- Lender approval letter from a local, reputable lender
- 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 \$809.66/Month
- Addendum of Clauses (if needed)
- Complete Seller Disclosure Packet

### **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
- -Agent prefers to use **Federal Title and Escrow** as the settlement company (Fully Independent with no Joint Venture affiliations) **BUYER AGENTS** if you have a JV with the title company in your offer, please note that in your email and/or offer summary in addition to providing the proper disclosure as such to the seller

Federal Title & Escrow 5335 Wisconsin Ave NW Suite 700 Washington, DC 20015 www.federaltitle.com 202.362.1500

# **Listing Agent Information:**

Anslie Stokes McEnearney Associates, Inc. 4910 Massachusetts Ave. NW Suite 119



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







### 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		, betwe				
0 1 1 01 1	Buyer and		Chr	ristopher J. Hickey		(Seller)
for the purchase of the real			D.C.	Zip Code	60 39th St. NW #F144	(-) # 62
Unit # F144 City _	wasnington	State	DC	Zip Code	9 Parking Spa	ce(s) # <u>C3</u> 1798
Section	Subdivision/Pro	icii ilic iegai dei	Scription of Lo Mc	Lean Gardens	Tax Account #	1798//2252
Storage Unit #	Subdivision/11o		IVIC	Lean Gardens	Tax recount #	1170//2232
is hereby amended by the i	ncorporation of the	nis Addendum,	which shall su	persede any provis	ions to the contrary in this contra	et.
PART I. SELLER DIS	CLOSURE - A	T TIME OF	<b>LISTING:</b>			
The information contabelief, and is current as			vas complete	ed by Seller, is	s based on the Seller's ac	tual knowledge and
1. SELLER DISCLO  Yes X No	SURE: Pursuar	nt to D.C. Cod	e §42-1301, S	Seller is exempt fr	om property condition disclosu	ıre.
	O.C. Code § 8	3-651.04a the	re are restric	ctions, penalties	ree is a tree with a circumfor and/or fines that may be lees, on the property.	
the time Seller decided t	o sell. District n, occupancy, o l be incorporate Tenancy Adde	of Columbia of the benefits and into the Columbian for Discondum for Dis	broadly defin of any rental ntract. trict of Colur trict of Colur	es a tenant as "a a unit within a hou	ubject to an existing residentite tenant, subtenant, lessee, sublusing accommodation." If appuily Accommodation) al Units)	essee, or other person
not subject to a condomi  X Con Co-	nium, co-operat ndominium Sell operative Selle	ive or homeov er Disclosure r Disclosure/I	vners associa /Resale Adde Resale Adden	tion. If applicable, ndum for District	Seller represents that this Pro the following required addended tof Columbia, d and District of Columbia, or	dum is attached:
In accordance with the r 113.02(g)], as amended (the "Act") and the regu	equirements of by the District lations adopted of the existence	the District o of Columbia thereunder b e or removal	f Columbia U Underground y the District during Seller'	Underground Stora d Storage Tank N t of Columbia (th s ownership of th	le family home sales only) age Tank Management Act of Management Act of 1990 Am e "Regulations"), Seller herel e Property of any underground	endment Act of 1992 by informs Buyer that
1	vicecenter.com on (tax reduction	/RP_Search.js ons for senior	sp?search_types, homestead	be=Assessment. A l exemptions, pro	Additional information regard operty tax abatements and oth .	

©2023 The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.

Previous editions of this Form should be destroyed.

GCAAR Form # 1313 - DC Jurisdictional Addendum

Page 1 of 2

7/2023

The Contract of Sale dated	hetween Seller	Christopher J. Hickey, Paige A. Snider
and Buyer	, between benef	is hereby amended by the incorporation of
Parts I and II herein, which shall supersede as	ny provisions to the contr	
1. SELLER DISCLOSURE: Pursuant to Seller's Disclosure Statement (if Seller is not  2. RECORDATION AND TRANSFER http://otr.cfo.dc.gov/service/recorder-deeds-fi Recordation Tax may be available to Buyer Program ("Tax Abatement Program"). See be  A. Real Property: Recordation Tax	o D.C. Code §42-1302, exempt) and hereby ackned	prior to the submission of the offer, Buyer is entitled to a lowledges receipt of same. X Yes No Not applicable  with the sales price and based on property type. See s-faqs. In limited circumstances, an exemption from unirements for the Lower Income Home Ownership Exemption nation. Unless otherwise negotiated, the following will apply:  and Transfer Tax will be paid by Seller.
	Interest Deed Recordation	on Tax will be split equally between Buyer and Seller. There is
Program can be obtained at: <a href="http://otattachments/sharp%40dc.gov_20146">http://otattachments/sharp%40dc.gov_20146</a> will be exempt from Recordation normally be paid to the District costs. This credit shall be in add Contract. It is Buyer's responsible herein may be utilized. If Lender be reduced to the amount allowed by Buyer is OR is not applying for D. First-Time Homebuyer Record Homebuyer and may be eligible for <a href="https://otr.cfo.dc.gov/node/1272871">https://otr.cfo.dc.gov/node/1272871</a>	tr.cfo.dc.gov/sites/default 1999_110358.pdf. If In Tax. Additionally, Sof Columbia as Selle ition to any other amount of the prohibits Seller from property Lender. The Tax Abatement Property Lender Boundary and Credit: Boundary and a reduced recordation tax.	Buyer meets the requirements of this program, Buyer deller shall credit Buyer an amount equal to what would r's Transfer Tax to be applied towards Buyer's settlement unt(s) Seller has agreed to pay under the provisions of this Lender, if applicable, that the entire credit provided for payment of any portion of this credit, then said credit shall
Seller (sign only after Buyer) Christopher J. Hickey	Date	Buyer Date
Seller (sign only after Buyer)	Date	Buyer Date
Paige A. Snider	Date	Date









## Condominium Seller Disclosure/Resale Addendum for the District of Columbia

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

Address				376	0 39th St. NW #	F144			
City		Was	hington	, State	<b>D</b> C	Zip _	20016	_	
Parking	Space(s)	# <u>C3</u>	Storage Unit	(s) #, State	Subdivision/P	roject: _		McLean Gardens	
DAI	оті сь	TI ED DIG	SCLOSURE:						
IAI	X1 1 - SI	ELLEK DI	SCLOSUKE.						
1.	<b>CURRE</b>	ENT FEES	AND ASSESSM	IENTS: Fees and	assessments as o	of the dat	te hereof a	mount respectively to:	
					eby advised tha	t the p	resent fee	for the subject unit and par	rking
	spac		storage unit(s), i		000.66				
		Regula	ar Fee:	\$	809.66				
		Parkin Storag	g: e:	¢.					
			l Assessment:	\$	(cc	omplete l	B below)		
		TOTA		\$	809.66 pe	r Month	1		
	Foo	Includes	The following are	e included in the					
	ree						rach Mac	ter Insurance, Pool, Tennis	
			terior Maintena		Mas A other Tar	King, T	1 4511, 14145	ter insurance, root, rennis	
	B. Spe				her advised that	th ana	]:a OD [V	is not a special assessment e	
				ee or separately le					2111161
	1) F	Reason for	Assessment:		**				
	2) P	ayment Sch	nedule: \$		per				
	<b>3)</b> N	Number of p	ayments remainii	ng	as of _			(I	Date)
	4) T	Total Specia	d Assessment ba	alance remaining	g: \$			(I	
								lement any existing or levied	
	not	yet collecte	d Special Assess	sments.		_		-	
2.	PARKI	NG AND S	TORAGE: Park	king Space(s) and	l Storage Unit(s)	may be	e designate	d by the Condominium instrum	nents
								reement); limited common elen	
					eparately taxed a	ind conv	eyed by D	eed. The following Parking Spa	ice(s)
			(s) convey with the				1.		
	X	Parking Sp	ace #(s) <u>C3</u>	G.		is X	is not sep	arately taxed. Square	
		Storage Un	it #(s)			is	is not sepa	nrately taxed. Square	
		If separatel	y taxed: Lot	Sq	uare	, L		Square	
3.	MANAC	CEMENT	ACENT OR A	AUTHORIZED	PERSON: The	manage	ement con	npany or agent authorized by	v the
3.				e information to t					, the
	Name:	Sherlian	Arthur		1 8	8		Phone: 2029669780	
			irlian@mclear						
	Address	: McLean	Gardens, 38	11 Porter St	NW, WDC 2001	6			
	CONDO	NATINITINA	INICTOLIMENT	TC AND CEDT	CIEICATE OF	COND	OMINITIN	A (Condo Doss), This disal	
4.								<u>M (Condo Docs)</u> : This discled declarant. Seller agrees to obta	
								r to the tenth (10th) Business	
								orded declaration, bylaws, plats	
								ertifications and amendments to	
	of the sa	me) and a c	ertificate setting	forth the following	ng:	-			-
I									

 $\hbox{@2022}$  The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of The Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.

Previous editions of this Form should be destroyed.

- 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 unit owners' association'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 planned at the time of Settlement that are not reflected in the association's current operating budget;
- **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 of the status of any pending suits or any judgments to which the unit owners' association is a party;
- **G.** 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;
- **H.** 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;
- I. 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
- **J.** The date of issuance of the certificate.

Docusigned by: (Unitopher J. Hickey	12/20/2023	Paige d. Swider	12/20/2023
Seller	Date	Seller	Date
Christopher J. Hickey		Paige A. Snider	

#### **PART II - RESALE ADDENDUM:**

The Contract of Sale dated		, between
Seller	Christopher J. Hickey, Paige A. Snider	and
Buyer		is
hereby amended by the incorp	poration of Parts I and II herein, which shall supersede any provisions to the contrary in	the Contract.

- 1. TITLE: The Title paragraph of the Contract is amended to include the agreement of the Buyer to take title subject to
- easements, covenants, conditions and restrictions of record contained in the 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 Condominium Fees and/or other Special Assessments as the Board of Directors or Condominium Association may from time to time assess against the Unit and Parking Space(s) and/or Storage Unit(s), as applicable, for the payment of operating and maintenance or other proper charges. Seller agrees to pay any delinquent Fees and/or Special Assessments on or before Settlement Date. All violations of requirements noted by the Condominium Association against Seller shall be complied with by Seller and the Property conveyed free thereof. Regarding any existing or levied but not yet collected Special Assessments, Seller agrees to pay, at the time of Settlement, any Special Assessments unless otherwise agreed herein:

Costs of obtaining any statements of account from the Condominium Association and/or its related management company will be paid by Seller. Lender's condominium questionnaire fee and any transfer and/or set-up fees for the Condominium Association and/or its related management company will be paid by Buyer.

- 3. CONDOMINIUM ASSOCIATION APPROVAL: If this sale is subject to approval by or right of refusal of the unit owners' association or Condominium Board of Directors, in the event such approval is denied or such right of first refusal is exercised by such Association 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 and to be bound by and comply with the covenants and conditions contained in the Condominium instruments, including the Condominium bylaws and the Condominium rules and regulations, as well as statutory insurance requirements (D.C. Official Code § 42-1903.10), from and after the Settlement Date hereunder.

©2022 The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of The Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.

Previous editions of this Form should be destroyed.

prior to the Date of Offer by Buye Ratification. If the Condo Docs are n the Condo Docs paragraph, Buyer	er, such three (3) I not delivered to Buy	Business Day period shall con er within the 10 Business Day	time period referred to in
Seller prior to Buyer's receipt of su may Buyer have the right to cancel this	ch Condo Docs. Pu	rsuant to the provisions of th	0 0
Seller (sign only after Buyer) Christopher J. Hickey	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.lv/federallead

If you need help in your language, please call 202-535-2600. | በአማርኛ አርዳታ ከፈለን 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> <li>Complete Sections A and B.</li> <li>Provide a copy to the buyer.</li> </ul>
The potential buyer	<ul> <li>Carefully review Section B.</li> <li>Sign Section C.</li> </ul>



Page 1 of 2

Gensler

			_		
SECTION A: PROPERTY OWNER'S	SIGNATURE				
Property Address: 3760 39th St. NW #F144			Unit:F144	Washington, D0	Zip: <b>20016</b>
I am the owner of this property and will truth paint/hazards in or around this property, and		wers to the	following quest	ions about lead-b	pased
Owner Name: Christopher J. Hickey		Signature:	Docusigned by: Christopher J. Hickey		12/20/2023
Owner Name: Paige A. Snider		Signature:	Paige A. Suider		12/20/2023
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				best of your kin	owicage, is
Yes, in the following	g location(s):				_
X No, I am not aware 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?					
X No Yes, in the following For more space attach a					
Does DC Government have any pending a Check all that apply	actions related t	o lead-bas	ed paint for th	is property?	
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:  X 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.					
X No Yes and I understand I must prov	vide a copy of tho	se documer	nts to the buyer	if they ask.	
SECTION C: BUYER'S ACKNOWLEDGEMENT					
I was provided this form and the <i>Protect Your Family from Lead in Your Home</i> pamphlet <u>before</u> 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 over the or lead-based paint hazards at this prope					
Name:	Signature:			С	ate:



Name:

Date:

Signature:

PROPERTY ADDRESS: 3760 39th St. NW #F144, Washington, DC 20016









### Lead Paint -Federal Disclosure of Lead-Based Paint and Lead-Based Paint Hazards for SALES

(Required for the SALE of all properties in the U.S. with any existing part built prior to 1978)

There are parts of the property that still exist that were built prior to 1978 OR No parts of the property were built prior to 1978 OR

Construction dates are unknown. If any par disclosure is required. If the entire property wa		nstructed prior to 1978 or if construction dates are unknown, this is disclosure is not required.
built prior to 1978 is notified that such property developing lead poisoning. Lead poisoning in you intelligence quotient, behavioral problems, and in interest in residential real property is required to	y may present exposure to ung children may produce npaired memory. Lead pois o provide the buyer with ne buyer of any known lead	y interest in residential real property on which a residential dwelling was o lead from lead-based paint that may place young children at risk of permanent neurological damage, including learning disabilities, reduced soning also poses a particular risk to pregnant women. The seller of any any information on lead-based paint hazards from risk assessments or d-based paint hazards. A risk assessment or inspection for possible lead-
SELLER'S DISCLOSURE:		BUYER'S ACKNOWLEDGMENT: (Buyer to initial all lines as appropriate)
(A) Presence of lead-based paint and/or lead-based  Known lead-based paint and/or lead-based paint and	pased paint ain): OR	(C) Buyer has read the Lead Warning Statement above.  (D) Buyer has read Paragraph B and acknowledges receipt of copies of any information listed
X Seller has <b>no knowledge of lead-bas based paint hazards</b> in the housing.	ed paint and/or lead-	therein, if any.
(B) Records and reports available to the Seller:	available records and	(E) Buyer has received the pamphlet Protect Your Family From Lead in Your Home (required).
Seller has provided Buyer with all reports pertaining to lead-based paint hazards in the housing (list documents be Seller has no reports or records pertaining and/or lead-based paint hazards in the housing the housing (list documents be seller has no reports or records pertaining and/or lead-based paint hazards in the housing the housing the seller has no reports or records pertaining and/or lead-based paint hazards in the housing the seller has no reports or records pertaining and/or lead-based paint hazards in the housing the seller has no reports or records pertaining and/or lead-based paint hazards in the housing the seller has no reports or records pertaining and/or lead-based paint hazards in the housing the seller has no reports or records pertaining and/or lead-based paint hazards in the housing the seller has no reports or records pertaining and/or lead-based paint hazards in the housing the seller has no reports or records pertaining and/or lead-based paint hazards in the housing the seller has no reports or records pertaining and/or lead-based paint hazards in the housing the seller has no reports or records pertaining and/or lead-based paint hazards in the housing the seller has no reports or records pertaining and/or lead-based paint hazards in the housing the seller has no reports or records pertaining and/or lead-based paint hazards in the housing the seller has no reports or records pertaining the seller has no reports or records	and/or lead-based paint elow):  OR  ng to lead - based paint	(F) Buyer 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.
(G) responsibility to ensure compliance compliance. The followinformation provided by the signatory is true and a consigned by:	of the Seller's obligations u ance. wing parties have reviewed	nder 42 U.S.C. 4852d and is aware of his/her the information above and certify, to the best of their knowledge, that the
Christopher J. Hickey Seller	Date	Buyer Date
Christopher J. Hickey	12 /20 /2022	
Paige A. Suider	12/20/2023	
Seller Paige A. Snider	Date	Buyer Date
Docusigned by: Andie Stolets	12/20/2023	
Agent for Seller, if any Anslie Stokes	Date	Agent for Buyer, if any Date
Paint Sales Disclosure -MC & This Recommended Fo		on of REALTORS®, Inc. 2/2016 er Capital Area Association of REALTORS®, Inc. y. Previous editions of this Form should be destroyed.
McEnearney Associates REALTORS® - Washington, DC and Marylan	d, 4910 Massachusetts Avenue, NW W	•









## Inclusions/Exclusions Disclosure and Addendum

(Required for use with GCAAR Listing Agreement & Sales Contract)

**PERSONAL PROPERTY AND FIXTURES:** The Property includes the following personal property and fixtures, if existing: built-in

PROPERTY ADDRESS: 3760 39th St. NW #F144, Washington, DC 20016

heating and central air conditioning equidoors, screens, installed wall-to-wall ca				
window treatment hardware, mounting				
exterior trees and shrubs; and awnings.				
NOT CONVEY. The items checked by				
KITCHEN APPLIANCES	<b>ELECTRONICS</b>		RECREA	TION
X Stove/Range	Security C	Cameras		_ Hot Tub/Spa, Equipment, & Cover
Cooktop	Alarm Sys	stem		Pool Equipment & Cover
Wall Oven	Intercom			_ Sauna
Microwave Refrigerator	Satellite I	Dishes		Playground Equipment
<b>X</b> Refrigerator	Video Do	orbell		
w/ Ice Maker	<del></del>		<b>OTHER</b>	
Wine Refrigerator	LIVING AREAS			_ Storage Shed
Dishwasher	Fireplace	Screen/Door		_ Garage Door Opener
Dishwasher Disposer	Gas Log			_ Garage Door Remote/Fob
Separate Ice Maker	X Ceiling Fa	ans		Back-up Generator
Separate Freezer	Window I	Fans		_ Radon Remediation System
Trash Compactor	Window T	Γreatments		Solar Panels (must include
				Solar Panel Seller
LAUNDRY	WATER/HVAC			Disclosure/Resale Addendum)
Washer Dryer		ftener/Conditione	r	
<b>X</b> Dryer		: Air Filter		
		Iumidifier		
	Window A	A/C Units		
THE FOLLOWING ITEMS WILL LEASED ITEMS, LEASED SYSTE	MS & SERVICE CONT	RACTS: Leased	items/systems	
limited to: appliances, fuel tanks, water			ontrol contract	ts, security system and/or monitoring,
and satellite contracts <b>DO NOT CON</b>	VEY unless disclosed here	:		
<b>CERTIFICATION</b> : Seller certifies th	at Seller has completed thi	s checklist disclo	sing what conv	· ·
Christopher J. Hickey	3/20/2024	Paige d. Suider		3/20/2024
Seller Christopher J. Hickey	Date	Seller Paige A	Snider	Date
sener emistopher s. mekey	Dute	Sener Tange 71	. Siliuci	Bute
<b>ACKNOWLEDGEMENT AND INC</b>	CORPORATION INTO C	CONTRACT: (C	ompleted only	after presentation to the Buyer)
The Contract of Sale dated	between Sel	ler Christopher	J. Hickey, Pai	ge A. Snider
and 1	Buyer			
for the Pro	operty referenced above is l	nereby amended b	by the incorpor	ration of this Addendum.
Seller (sign only after Buyer)	Date	Buyer		Date
Christopher J. Hickey	Dale	Duyci		Date
Christopher 3. mickey				
Seller (sign only after Buyer)	Date	Buyer		Date
, , ,	Date	Buyer		Date
Paige A. Snider				
	00000 FI G . G . 1 1			

©2020, The Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by REALTOR® members only. Previous editions of this form should be destroyed.



#### 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).

#### 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,
- The transactions a sale, exchange, installment land contract, lease with an option to purchase, or any other option to
- c. The purchaser expresses, In writing, an interest to reside in the property to be transferred.

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

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

#### 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.

#### 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.

#### 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:

- 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
- settlement or date of occupancy in the case of a sale; or
- 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 in accuracy shall not be grounds for terminating the transaction.

#### 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 transfer or of a facsimile is considered execution of the original.

Department of Consumer and Regulatory Affairs | (202) 442-4400 | dcra.dc.gov

# 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 STATEMENTIS 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:  08/2017  To: present					
The seller(s) completing this disclosure have occupied the residence from:  07/2022  To: present					present
3760 39th St. NW #F144 Property Address: Washington, DC 20016					
The property is included in:					
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					
	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: 0-5 years 5-10 years 10-15 years	☐ 15+years ☐ Unknown				
1. Roof	Does the seller have actual knowledge of any current leaks or evidence of moisture from roof?  \[ \] Yes \[ \] No  Roof  If yes, please provide comments:					
i i i i i						
	Does the seller have actual knowledge of any existing fire retardant treated plywood	i? ☐ Yes ☐ No				
	If yes, please provide comments:					
	Dogs the college have noticed knowledge of any defects in the weaking order of the fire	a placed				
2. Fireplace/	Does the seller have actual knowledge of any defects in the working order of the fire	X No Fireplace(s)				
Chimney(s)	If yes, please provide comments:					
	Does the seller know when the chimney(s) and/or flue were last inspected and/or se					
	☐ Yes ☐ No ☒ No chimneys or flues  If yes, when were they last serviced or inspected?					
	n yes, when were they last services of mapeates.					
	Does the seller have actual knowledge of any current leaks or evidence of moisture					
	☐ Yes ☐ No	X Not Applicable				
3. Basement	If yes, please provide comments:					
	Does the seller have actual knowledge of any structural defects in the foundation?    Yes     No	Not Applicable				
	If ves. please provide comments:					

4. Walls and Floors	Does the seller have actual knowledge of any structural defects in walls or floors? If yes, please provide comments:	Yes	X No		
5. Insulation	Does the seller have actual knowledge of presence of urea formaldehyde foam insulation? If yes, please provide comments:	Yes	X No		
6. Windows	Does the seller have actual knowledge of any windows not in normal working order? If yes, please provide comments:	Yes	X No		
B. Operating	Condition of Property Systems				
	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: Forced Air Radiator Heat Pump Electr	ric baseboard	Other		
	Heating Fuel Natural Gas Electric Oil Other				
	Age of system 0-5 years 5-10 years 10-15 years Unknown				
	Does the heating system include a humidifier?	Unkn	own		
1. Heating	Does the heating system include an electronic air filter?	Unkn	own		
System	Does the seller have actual knowledge that heat is not supplied to any finished rooms?	Yes	X No		
	If yes, please provide comments:				
	Does the seller have actual knowledge of any defects in the heating system?	Yes	X No		
	If yes, please provide comments:				
	If installed, does the seller have actual knowledge of any defects with the humidifier and electronic filter?  Yes No Not Applicable  If yes, please provide comments:				
Air conditioning is a common element maintained by condominium or cooperative (if you check this box, no further disclosure on the sir conditioning system is required; go to section B.3.)					
	Type of system: Central AC Heat Pump Window/wall units Other	Not A	pplicable		
	AC Fuel: Natural Gas Electric Oil Other				
	Age of System: 0-5 years 5-10 years 10-15 years Unknown				
2. Air	Does the heating system include a humidifier?	Unkn	own		
Conditioning System	Does the heating system include an electronic air filter?	Unkn	own		
	If central AC, does the seller have actual knowledge that cooling is not supplied to any finishe  Yes  No  If yes, please provide comments:	d rooms? pplicable			
	Does the seller have actual knowledge of any problems or defects in the cooling system?  ☐ Yes ☐ Not Applicable  If yes, please provide comments:				

	Type of material: Copper Lead Galvanized iron (check all that apply) Plastic polybutelene Unknown	☐ Brass				
	Water Supply: X Public Well					
3. Plumbing	Sewage Disposal X Public Septic tank Cesspool C	nsite treatment				
System	Treatment:	_				
	Water Heater Fuel: X Natural Gas Electric Oil	Other				
	Does the seller have actual knowledge of any defects with the plumbing system?	Yes X No				
	If yes, please provide comments:					
	Does the seller have actual knowledge of the results of any lead tests conducted on supply of the property?	the water Yes No				
	If yes, please test results:					
4. Water System	Does the seller have actual knowledge that the property has been included on the D service line map website ( <a href="https://www.dcwater.com/leadmap">https://www.dcwater.com/leadmap</a> , as of August 2019) as property with a lead water service line on the private property or in public space?					
	If yes, please provide comments:					
	Does the seller have actual knowledge of any lead-bearing plumbing, including the viproperty?  Yes, there is a lead service line servicing the property Yes, there is lead bearing plumbing on the property No	vater service line servicing the				
	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).					
	☐ Yes	☐ Not applicable				
	If yes, please provide date(s) of replacement(s):					
5. Electrical System	Does the seller have actual knowledge of any defects in the electrical system, include electrical fuses, circuit breakers, outlets, or wiring?	ing the Yes X No				
•	If yes, please test results:					

C. Appliances and Fixtures						
Does the seller have actual knowledge of any defects with the following appliances?						
Range/Oven		Yes	X No	Not Applicable		
Dishwasher		Yes	X No	☐ Not Applicable		
Refrigerator		Yes	X No	Not Applicable		
Rangehood/far	n	Yes	X No	Not Applicable		
Microwave ove	en	Yes	X No	☐ Not Applicable		
Garbage Dispo	osal	Yes	X No	☐ Not Applicable		
Sump Pump		Yes	☐ No	X Not Applicable		
Trash compact	tor	Yes	☐ No	X Not Applicable		
TV antenna/co	ntrols	Yes	☐ No	X Not Applicable		
Central vacuur	n	Yes	☐ No	X Not Applicable		
Ceiling fan		Yes	X No	Not Applicable		
Attic fan		Yes	∐ No	X Not Applicable		
Sauna/Hot tub		∐ Yes	∐ No	X Not Applicable		
Pool heater & e		∐ Yes	X No	Not Applicable		
Security System		∐ Yes	∐No	X Not Applicable		
Intercom Syste		∐ Yes	∑ No	Not Applicable		
Garage door o		∐ Yes	∐ No	X Not Applicable		
& remote contr		∐ Yes	∐No	Not Applicable		
Lawn sprinkler	•	∐ Yes	∐No	X Not Applicable		
Water treatmen		∐ Yes	∐No	X Not Applicable		
Smoke Detector		∐Yes	X No	☐ Not Applicable		
Carbon Monox		∐ Yes	X No	☐ Not Applicable		
Other Fixtures	or Appliances	∐ Yes	X No	☐ Not Applicable		
If yes to any of the above, please describe the defects:						
D. Exterior/Environmental Issues						
1. Exterior	Does the seller ha	ve actual know	ledge of any probl	em with drainage on the property?	∐Yes	X No
Drainage	If yes, please provide comments:					
	Does the seller ha	ve actual know	ledge whether the	property has previously been damaged	hv.	
	Fire:	ve actual know	Yes	X No	Dy.	
2. Damage to	Wind:		Yes	∑ No		
Property	Flooding:		Yes	X No		
If yes, please provide comments:						
	Does the seller ha	ve actual know	ledge of any infest	ation or treatment for infestations?	Yes	X No
3. Wood destroying	If yes, please prov	ide comments:				
insects or rodents?	Does the seller ha infestation?	ve actual know	ledge of any prior	damage or repairs due to a previous	Yes	X No
	If yes, please provide comments:					

Buyer's Sigr	nature Date		_
Buyer's Sigr	nature Date		-
the seller's actual which the buyer(s seller's agents or	Id and acknowledge receipt of this statement and acknowledge that this statement knowledge as of the above date. This disclosure is not a substitute for any inspecti ) may wish to obtain. This disclosure is NOT a statement, representation, or warrar any sub-agents as to the presence or absence of any condition, defect or malfunctidition, defect or malfunction.	ons or warrainty by any of t	nties the
Seller's Sigr Paige A. Sni			
Paige A. Snider		0/2024	_
Christopher			
Christopher J. Hid Seller's Sigr	ety	0/2024	_
The seller(s) certion the date of sig			own
Certification	and Signature		
	building exemption?  If yes, please provide comments:		<u></u> ,710
	If yes, please provide comments:  Does the seller have actual knowledge that the property has received a vacant or blighted	Yes	X No
	been placed on the property?	uo	- 140
	If yes, please provide comments:  Does the seller have actual knowledge if a facade easement or a conservation easement h	as TYes	X No
	during your ownership?	L	₽
	If yes, please provide comments:  Has the property been cited for a violation of any historic preservation law or regulation	Yes	X No
	designated historic district or is designated a historic property?		
4. Other Issues	If yes, please provide comments:  Does the seller have actual knowledge that this property is a D.C. Landmark included in a	Yes	X No
	of building restrictions or setback requirements, or any recorded or unrecorded easement, except for utilities, on or affecting the property?	Yes	X No
	If yes, please provide comments:  Does the seller have actual knowledge of any zoning violations, nonconforming uses, violations, viol	ion	
	formaldehyde, contaminated soil, or other contamination)	,	2
	Does the seller have actual knowledge of any substances, materials or environmental haza (including but not limited to asbestos, radon gas, lead based paint, underground storage tal		X No
	If yes, please provide comments:		<u> </u>
	Does the seller have actual knowledge of any problem with drainage on the property?	Yes	X No

#### DISCLOSURE OF AFFILIATED BUSINESS RELATIONSHIPS

#### MCENEARNEY ASSOCIATES, MIDDLEBURG REAL ESTATE AND ATOKA PROPERTIES

This statement is to provide notice of an affiliated business relationship between the following entities doing business as McEnearney Associates, McEnearney Commercial, Middleburg Real Estate, and Atoka Properties. Each of these affiliated entities is wholly owned by a common parent, National Capital Partners, LLC., which is owned by McEnearney Holdings, LLC and Pejacsevich and Buzzelli, LLC.

#### **BUSINESS RELATIONSHIPS WITH SERVICE PROVIDERS**

In addition to the business relationships referenced above, McEnearney Associates, Middleburg Real Estate, and Atoka Properties have marketing relationships with other service providers which are listed below. These are contractual agreements that provide marketing opportunities for those service providers through our real estate offices. These opportunities include such things as placing marketing materials in our offices, including information about their services in mailings, broadcast emails, property brochures, company websites, and social media. They are provided with in-office opportunities to sponsor or conduct seminars and to expand their customer base. These service providers pay an appropriate fee for the marketing opportunities provided. There is no fee for any referral of clients or customers to these providers, nor is this disclosure intended to be a referral to those providers.

CONSUMERS AND PROSPECTIVE CONSUMERS ARE NOT REQUIRED TO USE THE SERVICES OF THESE PROVIDERS. THERE ARE FREQUENTLY OTHER PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE ENCOURAGED TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND RATES FOR THOSE SERVICES.

#### SERVICE PROVIDERS WITH WHOM WE HAVE CURRENT AGREEMENTS:

Atlantic Coast Mortgage, LLC - Provider of residential mortgages
Movement Mortgage, LLC - Provider of residential mortgages

Vesta Settlements, LLC - Provider of real estate settlement services

I/we have read this disclosure statement and understand and acknowledge the business and financial relationships disclosed herein.

	Occupitioned by: Christopher J. Hickey	12/20/2023
Purchaser/Tenant	Seller/Landlord	
	Christopher J. Hickey Paige M. Swider	12/20/2023
Purchaser/Tenant	Seller/Landlord	
	Paige A. Snider	

McEnearney Associates REALTORS® - Washington, DC and Maryland, 4910 Massachusetts Avenue, NW Washington DC Phone: (202) 552-5600 Anslie Stokes Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Fax: (202) 552-5605





### 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 X Buyer(s)/Tenant(s) or understand we are <b>NOT</b> represented by the licer		rd(s) acknowledge receipt of this Disclosure, and w.		
Anslie Stokes SP98361041	and	McEnearney Associates		
(Licensee & License #)		(Brokerage Firm)		
The licensee and brokerage firm named above re	epresent the followi	ng party in the real estate transaction:		
Seller(s)/Landlord(s) (The licensee has en or is acting as a sub-agent of the listing broken)		listing agreement with the seller(s) or landlord(s)		
Buyer(s)/Tenant(s) (The licensee has enter	ed into a written ag	ency 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)		ate		
Previous editions of this form should be destroyed.				

GCAAR Form # 1002-DC - Disclosure of Brokerage Relationship (formerly form #143)

Page 1 of 1

10/2011