



The Stokes Group

REAL ESTATE



Disclosure Packet

**460 NEW YORK AVE. NW #402
WASHINGTON, DC 20001**

Anslie Stokes Milligan, GRI
McEneaney 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:

Pablo A. Valerin

Legal Information:

Lot: 2016 **Block:** 0515

Legal Address: 460 New York Ave. NW #402 Washington, DC 20001

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 \$605.16/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
McEneaney Associates, Inc.
4910 Massachusetts Ave. NW Suite 119

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 460 New York Ave. NW #402
 City Washington, State DC Zip 20001
 Parking Space(s) # _____ Storage Unit(s) # _____ Subdivision/Project: 460 NYA

PART I - SELLER DISCLOSURE:

1. CURRENT FEES AND ASSESSMENTS: Fees and assessments as of the date hereof amount respectively to:

A. Condominium Fee: Potential Buyers are hereby advised that the present fee for the subject unit and parking space(s) and/or storage unit(s), if applicable, is

Regular Fee:	\$ <u>605.16</u>	
Parking:	\$ _____	
Storage:	\$ <u>0</u>	
Special Assessment:	\$ _____	(complete B below)
TOTAL:	\$ <u>605.16</u>	per Month

Fee Includes: The following are included in the Condominium Fee:

Water/Sewer **Heat** **Electricity** **Gas** **Other** _____

B. Special Assessments: Potential Buyers are hereby advised that there is OR is not a special assessment either included in the Condominium Fee or separately levied. If applicable, 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: \$ _____

Unless otherwise agreed in Part II herein below, Seller agrees to pay at Settlement any existing or levied but not yet collected Special Assessments.

2. PARKING AND STORAGE: Parking Space(s) and Storage Unit(s) may be designated by the Condominium instruments as: general common elements for general use (possibly subject to a lease or license agreement); limited common elements assigned for the exclusive use of a particular unit; or separately taxed and conveyed by Deed. The following Parking Space(s) and/or Storage Unit(s) convey with this Property:

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

Storage Unit #(s) 46 is is not separately taxed.
 If separately taxed: Lot _____ Square _____, Lot _____ Square _____

3. MANAGEMENT AGENT OR AUTHORIZED PERSON: The management company or agent authorized by the Condominium Association to provide information to the public regarding the Condominium is as follows:

Name: EJF Real Estate Services Phone: 202-537-1801

Email Address: lilly.barrales@ejfrealestate.com

Address: P.O. Box 11975 Newark, NJ 07101

4. CONDOMINIUM INSTRUMENTS AND CERTIFICATE OF CONDOMINIUM (Condo Docs): This disclosure involves the resale of a condominium unit by a unit owner (i.e., the Seller) other than the declarant. Seller agrees to obtain, at Seller's expense, from the unit owners' association and Deliver to Buyer, on or prior to the tenth (10th) Business Day following the Date of Ratification, 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 the same) and a certificate setting forth the following:

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- 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:

 Seller

4/17/2024

Date

Seller

Date

Pablo A. Valerin

PART II - RESALE ADDENDUM:

The Contract of Sale dated _____, between Seller **Pablo A. Valerin,** 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:** 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.

5. **RIGHT TO CANCEL:** Buyer shall have the right for a period of three (3) Business Days following Buyer's receipt of the Condominium instruments and statements referred to in the Condo Docs paragraph to cancel this Contract by giving Notice thereof to Seller. In the event that such Condo Docs are delivered to Buyer on or prior to the Date of Offer by Buyer, such three (3) Business Day period shall commence upon the Date of Ratification. If the Condo Docs 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 Buyer's receipt of such Condo Docs. Pursuant to the provisions of this paragraph, in no event may Buyer have the right to cancel this Contract after Settlement.

Seller (<i>sign only after Buyer</i>)	Date	Buyer	Date
Pablo A. Valerin			

Seller (<i>sign only after Buyer</i>)	Date	Buyer	Date
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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 **Pablo A. Valerin** (Seller)
 for the purchase of the real property located at Address **460 New York Ave. NW #402**
 Unit # **402** City **Washington** State **DC** Zip Code **20001**, Parking Space(s) # _____
 Storage Unit # _____ with the legal description of Lot **2016** Block/Square **0515**
 Section _____ Subdivision/Project Name **Old City #2** Tax Account # **0515/N/2016**

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. HERITAGE TREES: Pursuant to DC Code § 8-651.02(3A), a heritage tree is a tree with a circumference of 100 inches or more. Pursuant to D.C. Code § 8-651.04a there are restrictions, penalties and/or fines that may be levied for removal of Heritage Trees. Seller discloses there IS, OR IS NOT, a Heritage Tree, or trees, on the property.

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 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

4/17/2024

Pablo A. Valerin

Date Seller

Date

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PART II. RESALE ADDENDUM

The Contract of Sale dated _____, between Seller Pablo A. Valerin,
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 (sign only after Buyer)	_____ Date	_____ Buyer	_____ Date
Pablo A. Valerin			

_____ Seller (sign only after Buyer)	_____ Date	_____ Buyer	_____ Date
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Inclusions/Exclusions Disclosure and Addendum

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

PROPERTY ADDRESS: 460 New York Ave. NW #402, Washington, DC 20001

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, central vacuum system (with all hoses and attachments); shutters; window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke, carbon monoxide, and heat detectors; TV antennas; exterior trees and shrubs; and awnings. 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

- Security Cameras
- Alarm System
- Intercom
- Satellite Dishes
- Video Doorbell

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 (must include Solar Panel Seller Disclosure/Resale Addendum)

LAUNDRY

- Washer
- Dryer

WATER/HVAC

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

THE FOLLOWING ITEMS WILL BE REMOVED AND NOT REPLACED: _____

LEASED ITEMS, LEASED SYSTEMS & SERVICE CONTRACTS: Leased items/systems or service contracts, including but not limited to: appliances, fuel tanks, water treatment systems, lawn contracts, pest control 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:  5/28/2024
 Seller **Pablo A. Valerin** Date _____ Seller _____ Date _____

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

The Contract of Sale dated _____ between Seller **Pablo A. Valerin** and Buyer _____ for the Property referenced above is hereby amended by the incorporation of this Addendum.

Seller (sign only after Buyer) Date _____ Buyer _____ Date _____
Pablo A. Valerin

Seller (sign only after Buyer) Date _____ Buyer _____ 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 in accuracy 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 transfer 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:	July 2015	To:	May 2024
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The seller(s) completing this disclosure have occupied the residence from:	July 2015	To:	May 2024
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460 New York Ave. NW #402
Property Address: Washington, DC 20001

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 type="checkbox"/> 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 type="checkbox"/> 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>
	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 checked="" 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 type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
	<i>If yes, please provide comments:</i>
	Does the seller have actual knowledge of any structural defects in the foundation? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
	<i>If yes, please provide comments:</i>

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

B. Operating Condition of Property Systems

1. Heating System	<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? <i>If yes, please provide comments:</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No			
	Does the seller have actual knowledge of any defects in the heating system? <i>If yes, please provide comments:</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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 <i>If yes, please provide comments:</i>					
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 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 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		
	If central AC, does the seller have actual knowledge that cooling is not supplied to any finished rooms? <i>If yes, please provide comments:</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable		
	Does the seller have actual knowledge of any problems or defects in the cooling system? <i>If yes, please provide comments:</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable		

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 <i>If yes, please provide comments:</i>
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 <i>If yes, please test results:</i>
	Does the seller have actual knowledge that the property has been included on the DC Water service line map website (https://www.dcwater.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 <i>If yes, please provide comments:</i>
	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 <i>Comments:</i>
	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 <i>If yes, please provide date(s) of replacement(s):</i>
	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 <i>If yes, please test results:</i>

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 checked="" type="checkbox"/> No | <input 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 checked="" 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 checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable |
| Other Fixtures or Appliances | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable |

If yes to any of the above, please describe the defects:

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 <i>If yes, please provide comments:</i>
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 <i>If yes, please provide comments:</i>
3. Wood destroying insects or rodents?	Does the seller have actual knowledge of any infestation or treatment for infestations? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please provide comments:</i>
	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 <i>If yes, please provide comments:</i>

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>
	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>
	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>
	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>
	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>
	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>
	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>

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.

DocuSigned by:


Seller's Signature
Pablo A. Valerin

5/28/2024

Date

Seller's Signature

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



Tenancy Addendum for District of Columbia (Single-Family Accommodation)
(Required for use with Form #1313 where any Tenancy exists)

The Contract of Sale dated _____ Address 460 New York Ave. NW #402
 Unit # _____ City Washington, State DC Zip 20001
 Between Seller Pablo A. Valerin
 and Buyer _____

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

1. BUYER ACKNOWLEDGEMENT: Buyer acknowledges that there are a number of legal issues/requirements a landlord in the District of Columbia should be aware of, including but not limited to: rental registration requirements, landlord/tenant rights and obligations, business license requirements, rent control, Tenant Opportunity to Purchase Act, and the eviction process. Buyer is advised to consult the appropriate District of Columbia department and/or obtain legal counsel regarding such matters.

2. TENANCY: As provided in GCAAR Form #1313, District of Columbia Jurisdictional Disclosure and Addendum, the Property is/was at the time the Seller decided to sell subject to existing tenancy(ies) and/or lease(s) as follows:

Tenant Name(s)	Unit#	Current Rent	Copy of Lease Attached		Tenancy Conveys	
<u>James Ward</u>	<u>402</u>	_____	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No

A. Possession: Buyer and Seller agree that Buyer's obligation to complete Settlement IS or IS NOT (choose one) contingent upon Seller delivering the Property vacant and free of tenancies at Settlement. Seller will give possession of Property at Settlement subject to existing tenancy(ies) and leases as indicated above.

B. Adjustments: Rents are to be adjusted to the Settlement Date. Security deposits and any accrued interest thereon are to be paid to Buyer at the time of Settlement.

C. Seller Obligation: Without the prior written consent of Buyer, Seller shall not modify the terms of or terminate any tenancy(ies) intended to convey. In addition, the Seller will not enter into any new leases or tenancies with respect to the Property. Seller shall keep Buyer and Brokers apprised of all tenancy-related correspondence and negotiations with Tenant(s), and any actions required to be taken by Seller shall be taken in accordance with District of Columbia law and regulations.

3. TENANT OPPORTUNITY TO PURCHASE ("TOPA"): TOPA provides certain tenants in the District of Columbia with the opportunity to purchase their rental accommodation. pursuant to DC Official Code §42-3404 et seq., as amended on July 3, 2018. Only qualifying elderly or disabled tenants in Single-Family Accommodations are afforded the opportunity to purchase their rental accommodations.

A Single-Family Accommodation means (A) a housing accommodation, whether freestanding or attached, and the appurtenant land that contains: (i) one single-family dwelling; or (ii) one single-family dwelling with one accessory dwelling unit or (B) a single rental unit in a condominium, cooperative, or homeowners association.

A. Required Notice to all Tenants: In compliance with DC Official Code §42-3404.09, Seller must send, on the same day, to each Tenant individually and the District of Columbia Office of Tenant Advocate ("OTA"), as well as to the Mayor in care of the Department of Housing and Community Development ("DHCD") the following required TOPA Notices on forms provided by DHCD:

- 1) A completed Notice to Tenant of Landlord's Receipt or Solicitation of an Offer to Sell the Single-Family Accommodation and Notice of Intent to Sell ("**Form 1**");
- 2) A blank Letter to Landlord ("**Form 2**") and
- 3) A blank Response Letter to DHCD if Claiming Elderly or Disabled Status ("**Form 4**").

If Seller has not already provided to Tenant(s), OTA, and DHCD Forms 1, 2 and 4, Seller represents and agrees that, within 5 Business Days after Ratification of this Contract, Seller will send said Forms.

B. Notices for Elderly and Disabled Tenants: In compliance with DC Official Code §42-3404, following receipt of Form 1, tenants have 20 days to send to landlord and DHCD Form 2 claiming to have signed a written lease on or before March 31, 2018, to have occupied the accommodation by April 15, 2018, and to be elderly (62 years of age or older) or disabled, thereby meeting the necessary requirements in order to receive further rights under TOPA.

Seller IS or IS NOT in receipt of Form 2 from Tenant(s). If in receipt of Form 2, Seller (choose one):

HAS provided on _____ to Tenant(s) and DHCD a written **Offer of Sale and Tenant**
Date

Opportunity to Purchase Without A Third Party Contract ("Form 3B"), a copy of which is attached hereto. Seller represents and agrees that within 5 Business Days after Date of Ratification of this Contract, Seller will send to the Tenant(s) and DHCD by certified mail, or a delivery service providing delivery tracking confirmation the 15-day **Right of First Refusal for a Single Family Accommodation** (Form 3C) together with a copy of this Contract.

HAS NOT provided to Tenant(s) and DHCD Form 3B. Seller represents and agrees that within 5 Business Days after Date of Ratification of this Contract, Seller will send to the Tenant(s) and DHCD by certified mail, the **Offer of Sale and Tenant Opportunity to Purchase With A Third Party Sale Contract** (Form 3A), which Notice also contains the 15-day right of first refusal.

4. TOPA COMPLIANCE: Seller agrees to contact Settlement Agent within 3 Business Days of Ratification to ensure Buyer's ability to procure an owner's title insurance policy without exception to TOPA and to determine that Seller is either in compliance with both TOPA Notice requirements and title insurance underwriting requirements pertaining to TOPA ("TOPA Compliance") or to establish the necessary steps to be in compliance with such requirements. Accomplishing TOPA Compliance requires Delivery to the Settlement Agent of specific documentation satisfactory to the title insurance underwriter, including but not limited to, copies of the required TOPA Notices and evidence of their Delivery.

A. Buyer's Right to Void: In the event that Seller has not accomplished TOPA Compliance, within 10 days following the Date of Ratification ("Deadline"), Buyer may, at any time thereafter, but prior to Seller accomplishing TOPA Compliance, Deliver Notice that this Contract will become Void at 6:00 p.m. on the 3rd Day following Delivery of Buyer's Notice, unless prior to that date and time, Seller has accomplished TOPA Compliance, in which case, this Contract will remain in full force and effect.

B. Settlement: Buyer and Seller acknowledge that Seller must accomplish TOPA Compliance prior to the Settlement Date. If Settlement does not occur on the Settlement Date due to Seller not having accomplished TOPA Compliance, and Seller is not in Default, then the Settlement Date shall automatically be extended to the date which is the third Business Day following the date Seller accomplishes TOPA Compliance unless otherwise agreed by Buyer and Seller.

C. General Provisions: Seller shall keep Buyer and Brokers apprised of all correspondence, contracts, and other developments with respect to any TOPA-related negotiations with Tenant(s). All actions required hereunder to be taken by Seller shall be taken in accordance with District of Columbia law and regulations.

DocuSigned by:

Seller _____ Date 4/17/2024
Pablo A. Valerin

Buyer _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____

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 McEneaney Associates, McEneaney 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 McEneaney Holdings, LLC and Pejacevich and Buzzelli, LLC.

BUSINESS RELATIONSHIPS WITH SERVICE PROVIDERS

In addition to the business relationships referenced above, McEneaney 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.

Purchaser/Tenant

Purchaser/Tenant

DocuSigned by:

5024F3031E406

Seller/Landlord
Pablo A. Valerin

Seller/Landlord

4/17/2024

