



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

Property Address: 3304 20th St NE, Washington, DC 20018

PART I. Inclusions/Exclusions Disclosure

Personal Property and Fixtures: The Property includes the following personal property and fixtures: A) Any existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, window treatment hardware, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to in writing, all surface or wall mounted electronic components/devices DO NOT convey. B) The items marked YES below are currently installed or offered. If more than one of an item convey, the number of items is noted.

Table with 3 columns of Yes/No/Items and 3 columns of Yes/No/Items. Items include Alarm System, Built-in Microwave, Ceiling Fan, Central Vacuum, Clothes Dryer, Clothes Washer, Cooktop, Dishwasher, Disposer, Electronic Air Filter, Fireplace Screen/Door, Freezer, Furnace Humidifier, Garage Opener w/ remote, Gas Log, Hot Tub, Equip, & Cover, Intercom, Playground Equipment, Pool, Equip, & Cover, Refrigerator w/ ice maker, Satellite Dish, Storage Shed, Stove or Range, Trash Compactor, Wall Oven, Water Treatment System, Window A/C Unit, Window Fan, Window Treatments, Wood Stove.

OTHER

AS IS ITEMS

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

LEASED ITEMS

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

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

Seller Michalyn Y Jones Date Seller Kevin G Hanna Date 3/10/09

PART II. Inclusions/Exclusions Addendum

The Contract of Sale dated between Seller Michalyn Y Jones and Buyer is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

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

Seller Date Buyer Date Seller Date Buyer Date

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Property Address: 3304 20th St NE, Washington, DC 20018

Year Constructed 1919

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
Federal Lead Warning Statement**

A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-based paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A tenant must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a buyer conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

Seller's/Landlord's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below): KGH
- (i) / Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
Unknown
- (ii) / KGH Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (initial (i) or (ii) below): KGH
- (i) / Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
Unknown
- (ii) / KGH Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's/Tenant's Acknowledgment (initial)

- (c) / Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.
- (d) / Buyer/Tenant has received the pamphlet *Protect Your Family from Lead In Your Home*.
- (e) **Buyer** has (initial (i) or (ii) below):
- (i) / received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii) / waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (f) Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

<u>Michelle Jones Hanna</u>	<u>3-10-09</u>		
Seller/Landlord	Date	Buyer/Tenant	Date
<u>Kevin G Hanna</u>	<u>3/10/09</u>		
Seller/Landlord	Date	Buyer/Tenant	Date
<u>Lee Spurlock</u>			
Seller's/Landlord's Agent	Date	Buyer's/Tenant's Agent	Date

SELLER'S PROPERTY CONDITION STATEMENT

For Washington, DC

3304 20th St NE

Property Address: Washington, DC 20018

Is the property included in a:

- condominium association? Yes No
- cooperative? Yes No
- homeowners association with mandatory participation and fee?
 Yes No

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.

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 _____ to _____.

The seller(s) completing this disclosure have occupied the residence from _____ to _____.

A. Structural Conditions

1. **Roof** roof is a common element maintained by condominium or cooperative (no further roof disclosure required).

Age of Roof 0-5 years 5-10 years 10-15 years 15+ years Unknown

Does the seller have actual knowledge of any current leaks or evidence of moisture from roof?

Yes No If yes, comments: _____

Does the seller have actual knowledge of any existing fire retardant treated plywood?

Yes No If yes, comments: _____

2. **Fireplace/Chimney(s)**

Does the seller have actual knowledge of any defects in the working order of the fireplaces?

Yes No No Fireplace(s)

If yes, comments: _____

Does the seller know when the chimney(s) and/or flue were last inspected and/or serviced?

Yes No No chimneys or flues

If yes, when were they last serviced or inspected? _____

This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.

3. **Basement**

Does the seller have actual knowledge of any current leaks or evidence of moisture in the basement?

Yes No Not Applicable

If yes, comments: _____

Does the seller have actual knowledge of any structural defects in the foundation?

Yes No

If yes, comments: _____

4. **Walls and floors**

Does the seller have actual knowledge of any structural defects in walls or floors?

Yes No

If yes, comments: _____

5. **Insulation**

Does the seller have actual knowledge of presence of urea formaldehyde foam insulation?

Yes No

If yes, comments: _____

6. **Windows**

Does the seller have actual knowledge of any windows not in normal working order?

Yes No

If yes, comments: _____

B. Operating Condition of Property Systems

1. **Heating System** heating system is a common element maintained by condominium or cooperative (no further disclosure on heating system required).

Type of system Forced Air Radiator Heat Pump

Electric baseboard Other

Heating Fuel Natural Gas Electric Oil Other

Age of system 0-5 years 5-10 years 10-15 years Unknown

Does the seller have actual knowledge that heat is not supplied to any finished rooms?

Yes No

If yes, comments: _____

Does the seller have actual knowledge of any defects in the heating system?

Yes No

If yes, comments: _____

Does the heating system include:

Humidifier Yes No Unknown

Electronic air filter Yes No Unknown

If installed, does the seller have actual knowledge of any defects with the humidifier and electronic filter?

Yes No Not Applicable

If no, comments: _____

2. **Air Conditioning System** air conditioning is a common element maintained by condominium or cooperative (no further disclosure on air conditioning system required).

Type of system: Central AC Heat Pump Window/wall units

Other Not Applicable

Air Conditioning Fuel Natural Gas Electric Oil Other

Age of system 0-5 years 5-10 years 10-15 years Unknown

This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.

If central AC, does the seller have actual knowledge that cooling is not supplied to any finished rooms? Yes No Not Applicable

If yes, comments: _____
Does the seller have actual knowledge of any problems or defects in the cooling system? Yes No Not Applicable

If yes, comments: _____

3. Plumbing System

Type of system Copper Galvanized Plastic Polybutelene Unknown

Water Supply Public Well

Sewage Disposal Public Well

Water Heater Fuel Natural Gas Electric Oil Other

Does the seller have actual knowledge of any defects with the plumbing system?

Yes No

If yes, comments: _____

4. Electrical System

Does the seller have actual knowledge of any defects in the electrical system, including the electrical fuses, circuit breakers, outlets, or wiring?

Yes No

If yes, comments: _____

C. Appliances

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

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

If yes to any of the above, described defects: _____

D. Exterior/Environmental Issues

1. Exterior Drainage

Does the seller have actual knowledge of any problem with drainage on the property?
 Yes No

If yes, comments: _____

2. Damage to property

Does the seller have actual knowledge whether the property has previously been damaged by:

Fire Yes No
Wind Yes No
Flooding Yes No

If yes, comments: _____

3. Wood destroying insects or rodents?

Does the seller have actual knowledge of any infestation or treatment for infestation?
 Yes No

If yes, comments: _____

Does the seller have actual knowledge of any prior damage or repairs due to a previous infestation?
 Yes No

If yes, comments: _____

4. 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) on or affecting the property?

Yes No

If yes, comments: _____

5. 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?

Yes No

If yes, comments: _____

6. 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?

Yes No

If yes, comments: _____

7. Has the property been cited for a violation of any historic preservation law or regulation during your ownership?

Yes No

If yes, comments: _____

8. Does the seller have actual knowledge if an façade easement or a conservation easement has been placed on the property?

Yes No

If yes, comments: _____

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.

Michalyn Y Jones 3-10-09
Seller Date

Michalyn Y Jones

Kevin B Hanna 3/10/09
Seller Date

Kevin B. Hanna

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 Date

Buyer Date



Consent for Dual Representation and Designated Representation in the District of Columbia
(To be attached to all listing agreements and buyer or tenant brokerage agreements for transactions in the District of Columbia.)

"Designated Representation" occurs when the Seller or Landlord has entered into a listing agreement with a licensee and the Buyer or Tenant has entered into a buyer brokerage agreement with a different licensee affiliated with the same firm. Each of the licensees, known as Designated Representatives, represents fully the interest of his/her individual clients. The Supervising Broker is a Dual Representative of both the Buyer and Seller, and must not disclose information obtained in confidence to other parties in the transaction.

- If the Seller or Landlord does not consent to Designated Representation, the property may not be shown by any licensees affiliated with the brokerage firm that have entered into a representation agreement with a prospective Buyer or Tenant.
 - If the Buyer or Tenant does not consent to Designated Agency, the Buyer or Tenant may not be shown any properties listed by other licensees affiliated with the brokerage firm.
- Prior to entering into a contract in which the buyer and seller are represented by Designated Representatives, the relationship of both Designated Agents must be disclosed/confirmed in writing.

"Dual Representation" occurs when Seller or Landlord has entered into a listing agreement with a licensee and the Buyer or Tenant has entered into a buyer brokerage agreement with the same licensee. When the parties agree to dual representation, the ability of the licensee and the brokerage firm to represent either party fully and exclusively is limited. The confidentiality of all clients shall be maintained.

- If the Seller or Landlord does not consent to Dual Representation, the property may not be shown by the licensee to any prospective Buyers or Tenants that have entered into a buyer brokerage agreement with the licensee.
- If the Buyer or Tenant does not consent to Dual Agency, the licensee may not show any properties listed by the licensee.
- Prior to entering into a contract in which the buyer and seller are represented by Dual Agency, this relationship must be disclosed/confirmed in writing.

I (We) consent to **Designated Representation**, acknowledging the broker/firm _____, may represent both the seller(s) and buyer(s) or landlords and tenants, and the sales associate, _____, license # _____ as the Designated Representative for the party indicated below:

Seller(s) or Buyers(s)
 Landlord(s) or Tenant(s)

I (We) do not consent to **Designated Representation**

I (We) consent to **Dual Representation**, acknowledging the broker/firm _____, and the sales associate, _____, license # _____ may represent both the seller(s) and buyer(s) (or landlord(s) and tenant(s)), as the **Dual Representatives** for the both parties indicated below:

Sellers(s) and Buyer(s)
 Landlord(s) and Tenant(s)

I (We) do not consent to **Dual Representation**

Signed *Rudolf Jones Hanna* Date 3-10-09
Signed *Rudolf Hanna* Date 3/16/09

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