

Best addresses building



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

Property Address: 1419 R St NW #14, Washington, DC 20016

PART I. Inclusions/Exclusions Disclosure

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

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Alarm System	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Freezer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Satellite Dish
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Built-in Microwave	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Furnace Humidifier	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Storage Shed
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4	Ceiling Fan	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Garage Opener	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Stove or Range
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Central Vacuum	<input type="checkbox"/>	<input checked="" type="checkbox"/>		w/ remote	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Trash Compactor
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Clothes Dryer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Gas Log	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Wall Oven
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Clothes Washer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Hot Tub, Equip, & Cover	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Water Treatment System
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Cooktop	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Intercom	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4	Window A/C Unit
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Dishwasher	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Playground Equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Window Fan
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Disposer	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Pool, Equip, & Cover	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Window Treatments
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Electronic Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Refrigerator	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Wood Stove
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Fireplace Screen/Door	<input type="checkbox"/>	<input type="checkbox"/>		w/ ice maker				

OTHER custom made blinds, stainless steel appliances, storage unit 200ft² approx

AS IS ITEMS parking for rent across the street

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.

Martin Schmunis 02/06/2007
Seller Martin Schmunis Date

Rocio Schmunis 02/06/2007
Seller Rocio Schmunis Date

PART II. Inclusions/Exclusions Addendum

The Contract of Sale dated _____ between Seller Martin Schmunis, Rocio Schmunis 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 _____

©2006, 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.



Washington, DC Jurisdictional Addendum to the Listing Agreement for Improved Real Property

1. **AGENCY DISCLOSURE:** The Seller acknowledges that the Broker has informed Seller of his rights and obligations regarding agency disclosure under the "Real Estate Licensing Act of 1996," Act 11-502, DC law. For more information on this topic, Seller should speak with Broker/Listing Agent and consult the DC Real Estate Commission's pamphlet, "A Real Estate Licensee's Role in Conducting Real Estate Transactions."
2. **FAIR HOUSING REGULATIONS:** Seller acknowledges that the District of Columbia Human Rights Act requires that, in addition to federal protected classes, all properties shall be made available to all persons without regard to race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business of any individual.
3. **PROPERTY CONDITION DISCLOSURE:** The Seller acknowledges that the Broker has informed Seller of his rights and obligations under the District of Columbia Residential Real Property Seller Disclosure Act. Seller is exempt from Seller's Disclosure Act.
4. **D.C. SOIL DISCLOSURE REQUIREMENTS:** The characteristic of the soil on the subject Property as described by the Soil Conservation Service of the United States Department of Agriculture in the Soil Survey of the District of Columbia published in 1976 and as shown on the Soil Maps of the District of Columbia is USC
For further information, Seller can contact a soil testing laboratory, the District of Columbia Department of Environmental Services, or the Soil Conservation Service of the Department of Agriculture.
5. **RECORDATION AND TRANSFER TAXES:** The D.C. Transfer Tax will be paid by the Seller and the D.C. Recordation Tax will be paid by the Buyer.
6. **TENANCY:** Seller represents that the Property is OR is not offered for sale subject to an existing residential lease. If answered affirmatively, Seller acknowledges said Term is from _____ to _____ at a monthly rental of \$ _____. Seller agrees to notify Lessee of Lessee's right to purchase the Property according to the provisions of the current Title IV (Tenant Opportunity to Purchase) of the Rental Housing Conversion and Sale Act of 1980, as amended (DC Law3-86). Seller agrees not to offer the Property for rent or extend existing leases during Listing Period, except as said extension may be required by Title V (Eviction Controls) of the Rental Housing Act of 1985.
7. **STORAGE TANK DISCLOSURE:** (Applicable to single family properties only).
In accordance with the requirements of Section 3(g) of the District of Columbia Underground Storage Tank Management Act of 1990 (D.C. Code Section 6-995.2), 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 Broker that Seller has no knowledge of the existence or removal during Seller's ownership of the Property of any underground storage tank ("UST") as that term is defined in the Act and the Regulations, except as follows:
 Seller knows of existence or removal of UST OR Seller has no knowledge of existence or removal of UST. If answered affirmatively, Seller agrees to provide a written disclosure to prospective purchasers.
8. **RECEIPT OF INFORMATION AND COMPLETION OF DISCLOSURES:** Seller acknowledges receipt of information or Seller's completion of the following disclosures and authorizes Broker to make them available to prospective purchasers:
 - District of Columbia form, "Seller's Disclosure Statement."
 - Federal form, "Information and Disclosure of Lead-Based Paint and Lead Based Paint Hazards." (Pre-1978 properties.)
 - EPA Pamphlet, "Protect Your Family From Lead in Your Home." (Recommended for pre-1978 properties.)
 - GCAAR form, "Inclusions/Exclusions Disclosure."
 - Underground storage tank disclosure, if applicable.
 - DC Real Estate Commission's Pamphlet, "A Real Estate Licensee's Role in Conducting Real Estate Transactions." (Recommended)
 - NAR Pamphlet, "What Everyone Should Know About Equal Opportunity in Housing" (Recommended)

Martin Schmunis 02/06/2007
 Seller/Owner Date
 Martin Schmunis

Rocio Schmunis 02/06/2007
 Seller/Owner Date
 Rocio Schmunis

1419 R St NW, Washington, DC 20016
 Property Address

©2001, 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.



Lead Paint - Federal Disclosure

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

RE: 1419 R St NW #14, Washington, DC 20016

Property Address

LEAD WARNING STATEMENT

Every purchaser/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession and notify the buyer/tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase/lease.

SELLER'S/LANDLORD'S DISCLOSURE (initial)

LAG (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

Mof (b) Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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

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

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

PURCHASER'S/TENANT'S ACKNOWLEDGMENT (initial)

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

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

(e) Purchaser/Tenant has received the pamphlet Protect Your Family From Lead in Your Home. Yes No

(f) Purchaser has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT (initial)

SD (g) Agent has informed the seller/landlord of the seller's/landlord's obligations Under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

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

<i>Martin Schmunis</i> Seller/Landlord Martin Schmunis	02/06/2007 Date	Buyer/Tenant	Date
<i>Rocio Schmunis</i> Seller/Landlord Rocio Schmunis	02/06/2007 Date	Buyer/Tenant	Date
<i>Silvana Dias</i> Agent Silvana Dias	02/06/2007 Date	Agent	Date

© 2001, 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 to the Seller for Seller's Disclosure Statement:

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, not the broker and not the management company, condominium association, cooperative association or homeowners association.
2. **In what types of transactions must the Seller provide the Seller's Disclosure Statement to the Purchaser?** The Act applies in 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 transaction is 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.

However, the Act does not apply to:

- (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, or by a mortgagee who acquired the property at foreclosure, decree of foreclosure or deed in lieu of foreclosure;
 - (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 combination of the foregoing);
 - (g) transfers between spouses under a divorce judgment, separate maintenance judgment, or property settlement agreement incidental to such a judgment;
 - (h) transfers or exchanges to or from any governmental entity;
 - (i) transfers made by a person of newly constructed residential property that has not been inhabited.
3. **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 an option to purchase, before or at the time the prospective transferee executes the installment sales contract or lease with the transferor.

4. **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.

5. **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 seller. 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.
6. **If the Seller finds out different information after providing the Seller's Disclosure Statement to the Purchaser what must the Seller do?** If information becomes inaccurate after delivery of the disclosure form, the inaccuracy shall not be grounds for terminating the transaction. Any disclosures may be amended, in writing, but the amendment is subject to the same requirements as the original disclosure.
7. **How must a Seller deliver the Seller's Disclosure Statement to the Transferee?**
The Seller's Disclosure Statement must be delivered by personal delivery, facsimile delivery, or by registered mail to the transferee. Execution by the transferor of a facsimile is considered execution of the original.

©2005, 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.



SELLER'S DISCLOSURE STATEMENT

Property Address: 1419 R St NW #14, Washington, DC 20016

Condominium Unit: _____ Cooperative Unit: 14

Purpose of Statement: This Statement is a disclosure by the Seller of the defects or information actually known by the Seller concerning the property, in compliance with the District of Columbia Residential Real Property Seller Disclosure Act. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering, or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. THIS STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR BY ANY AGENT REPRESENTING THE SELLER IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN.

Seller's Disclosure: The Seller discloses the following information with the knowledge that, even though this is not a warranty, the Seller specifically makes the following statements based on the Seller's actual knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's agent is required to provide a copy to the Buyer or the agent of the Buyer. The Seller authorizes its agent(s) to provide a copy of this statement to any prospective buyer or agent of such prospective buyer in connection with any actual or anticipated sale of property. The following are statements made solely by the Seller and are not the statements of the Seller's agent(s), if any. This information is a disclosure only and is not intended to be part of any contract between Buyer and Seller.

If this is a sale of a condominium unit or cooperative unit, or lot in a homeowners association, this disclosure form provides information only as to the unit (as defined in the governing documents of the association) or lot (as defined in the covenants applicable to the lot), and not as to any common elements, common areas or other areas outside of the unit or lot.

A. Property Conditions, Improvements & Additional Information:

	Yes	No	Unknown	N/A
1. Water system:				
Well supplied		X		
City supplied	X			
Working order?	X			
2. Sewer system:				
Septic tank		X		
City supplied	X			
Working order?	X			
3. Insulation			X	
4. Urea formaldehyde foam insulation			X	
5. Leaks in roof				X
6. Age of roof				
0-5 years				X
5-10 years				X
10-15 years				X
15+ years				X
7. Wall defects		X		
8. Floor defects		X		
9. Foundation defects			X	
10. Window defects		X		
11. Evidence of water in basement				X
12. Heating system:				
Central		X		
Gas	X			
Oil		X		
Heat Pump		X		
Working order?	X			
Age of Heating System:				
0-5 years		X		
5-10 years		X		
10+ years	X			
13. Air Conditioning System:				
Central		X		
Window	X			
Gas		X		
Electric		X		
Heat Pump		X		
Working order?	X			

©2005, 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.

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

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

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

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

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

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

©2005, 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.

C. Other items: Are you aware of the following:

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

	Yes	No	Unknown	N/A
Walls		X		
Seller responsible for maintenance				
Fences		X		
Seller responsible for maintenance				
Roads		X		
Seller responsible for maintenance				
Driveways		X		
Seller responsible for maintenance				
Other (list)		X		

Seller responsible for maintenance			X	
2. Encroachments			X	
3. Easements			X	
4. Zoning violations			X	
5. Nonconforming uses			X	
6. Structural modifications			X	
7. Settling problems			X	
8. Flooding problems			X	
9. Drainage problems			X	
10. Structural problems			X	
11. Grading problems			X	
12. Damage to property from:				
Fire		X	X	
Wind		X	X	
Floods		X	X	
Landslides		X	X	
13. Historic District				
a. Is the Property a DC landmark or located in a historic district?	X			
b. Has the property been cited for a violation during your ownership?		X		
c. Is the property subject to a conservation easement?		X		

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

The Seller has lived in the residence on the property from 6/2003 (date) to Present (date).
 The Seller has owned the property since 6/2003 (date) and makes the statements herein only since that date. The Seller has indicated above as to the condition of all the items based on information actually known to the Seller.

Seller certifies that the information in this statement is true and correct to the best of Seller's actual knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY.

Seller Martin Schmunis Date 2/22/07 Seller Rocio Schmunis Date 2/22/07

BUYER HEREBY EXPRESSES AN INTENT TO RESIDE IN THE PROPERTY TO BE TRANSFERRED.

BUYER HAS READ AND ACKNOWLEDGES RECEIPT OF THIS STATEMENT AND ACKNOWLEDGES THAT THIS STATEMENT IS MADE BASED UPON THE SELLER'S ACTUAL KNOWLEDGE AS OF THE ABOVE DATE; IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES WHICH BUYER MAY WISH TO OBTAIN; AND IS NOT A STATEMENT, REPRESENTATION OR WARRANTY BY ANY OF THE SELLER'S AGENTS OR ANY SUB-AGENTS AS TO THE PRESENCE OR ABSENCE OF ANY CONDITION, DEFECT OR MALFUNCTION OR AS TO THE NATURE OF ANY CONDITION, DEFECT OR MALFUNCTION.

Buyer _____ Date _____ Buyer _____ Date _____