



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

Property Address: 812 FERN PL NW, WASHINGTON, DC 20012

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 items and checkboxes for Yes/No. Items include Alarm System (marked Non-Function), Freezer, Satellite Dish, Storage Shed, Stove or Range, etc.

OTHER

AS IS ITEMS

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

ALARMA SYSTEM (NOT HOOKED UP)

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.

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 Jeffrey L. Koczela Date

Seller Marie Koczela Date 9/14/10

PART II. Inclusions/Exclusions Addendum

The Contract of Sale dated between Seller Marie Koczela and Buyer Jeffrey L. Koczela 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 Jeffrey L. Koczela Date

Buyer Date

Seller Marie Koczela Date

Buyer Date





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

For the sale of Property at: 812 FERN PL NW, WASHINGTON, DC 20012  
Property Address

I. SELLER REPRESENTS AND WARRANTS TO LONG & FOSTER, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (each Seller initial ONE of the following and state Year Constructed):

- JK MLK Property (all portions) was constructed after January 1, 1978. (If initialed, complete section V only.) Year Constructed: 1923
- MLK Property (any portion) was constructed before January 1, 1978. (If initialed, complete all sections.)
- \_\_\_\_\_ Seller is unable to represent and warrant the age of the property. (If initialed, complete all sections.)

SELLER AGREES TO COMPLY WITH REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992.

### Lead Warning Statement

Every purchaser 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 of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

II. Seller's Disclosure (each Seller complete items 'a' and 'b' below)

- a. Presence of lead-based paint and/or lead-based paint hazards (initial and complete (i) or (ii) below):
  - \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

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  - JK MLK (ii) Seller 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 and complete (i) or (ii) below):
  - \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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  - JK MLK (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

III. Purchaser's Acknowledgment (each Purchaser initial and complete items c, d, e and f below)

- c. \_\_\_\_\_ Purchaser has read the Lead Warning Statement above.
- d. \_\_\_\_\_ Purchaser has received copies of all information listed above.  (If none listed, check here.)
- e. \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- f. Purchaser has (each Purchaser 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.
  - (ii) \_\_\_\_\_ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

IV. Agent's Acknowledgment (initial item 'g' below)

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

V. 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.

Seller Jefery L. Kozala 9/14/10  
Date

Seller Marie Kozala 9/14/10  
Date

Agent Don L. Pappas 9/14/10  
Date

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Agent \_\_\_\_\_ Date \_\_\_\_\_



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## **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 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.

**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 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.

**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 no 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.**

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



## **SELLER'S DISCLOSURE STATEMENT**

### **Instructions to the Seller for Seller's Disclosure Statement**

- 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 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.
- 6. If the Seller finds out different information after providing the Seller's Disclosure Statement to the Purchaser, how does this impact a ratified contract?** If information becomes inaccurate after delivery of the disclosure form, the inaccuracy shall not be grounds for terminating the transaction.
- 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.

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

**SELLER'S PROPERTY CONDITION STATEMENT**  
**For Washington, DC**

**Property Address:** 812 FERN PL NW, WASHINGTON, DC 20012

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

*None since gutters cleaned*

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

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: \_\_\_\_\_

*Kitchen supply is some type of plastic (CPVC, I believe)*

### 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  Yes  No  Not Applicable

Dishwasher  Yes  No  Not Applicable

Refrigerator  Yes  No  Not Applicable

Range hood/fan  Yes  No  Not Applicable

Microwave oven  Yes  No  Not Applicable

Garbage Disposal  Yes  No  Not Applicable

Sump Pump  Yes  No  Not Applicable

Trash compactor  Yes  No  Not Applicable

TV antenna/controls  Yes  No  Not Applicable

Central vacuum  Yes  No  Not Applicable

Ceiling fan  Yes  No  Not Applicable

Attic fan  Yes  No  Not Applicable

Sauna/Hot tub  Yes  No  Not Applicable

Pool heater & equip.  Yes  No  Not Applicable

Security System  Yes  No  Not Applicable

Intercom System  Yes  No  Not Applicable

Garage door opener  Yes  No  Not Applicable

& remote controls  Yes  No  Not Applicable

Lawn sprinkler system  Yes  No  Not Applicable

Water treatment system  Yes  No  Not Applicable

Smoke Detectors  Yes  No  Not Applicable

Carbon Monoxide

Detectors  Yes  No  Not Applicable

Other Fixtures

Or Appliances  Yes  No  Not Applicable

If yes to any of the above, describe defects: \_\_\_\_\_

*old system installed but not currently all connected*

**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 infestations?

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 DC 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.

Jeffrey Z. Kozela  
Seller  
Marie Kozela  
Seller

Sept. 14, 2010  
Date  
9/14/2010  
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  
\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date



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

*(It is recommended that this document be provided to potential Buyers with other disclosures.)*

Property Address: 812 FERN PL NW, Unit: \_\_\_\_\_

Subdivision/Project: \_\_\_\_\_

City: WASHINGTON State: DC Zip: 20012

Lot (s) 5 Square: 2964 Tax ID# 2964//0005 Parking Space(s) # \_\_\_\_\_ Storage Unit(s) # \_\_\_\_\_

Date: 09/14/10

**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. RECORDATION AND TRANSFER TAXES:** Rates vary with the sales price and based on property type. See <http://otr.cfo.dc.gov/otr/site/default.asp>. Unless otherwise negotiated in a Contract of Sale, the following will apply:

**A. Real Property:** The Recordation Tax will be paid by the Buyer and the Transfer Tax will be paid by the Seller

**B. Cooperatives:** The Economic Interest Deed Recordation Tax will be split equally between the Buyer and the Seller.

There is no Transfer Tax for Cooperatives.

**4. TENANCY:** Seller represents that the Property  is OR  is not offered for sale subject to an existing residential lease. If the property is tenant occupied form #1314 is hereby provided

**5. CONDOMINIUM/COOPERATIVE/HOMEOWNER'S ASSOCIATION ASSESSMENTS:** (Check all that apply) The Property is located in a  not applicable  Condominium Association or  Cooperative Association and/or  Homeowner's Association with mandatory fees (HOA) or  Other \_\_\_\_\_

Complete the following for all boxes checked above:

Name of Project/Subdivision: N/A

Management Company: \_\_\_\_\_ Telephone: \_\_\_\_\_

Regular Periodic Fee: \$ \_\_\_\_\_ per \_\_\_\_\_ Special Assessments: \$ \_\_\_\_\_

Name of Project/Subdivision: \_\_\_\_\_

Management Company: \_\_\_\_\_ Telephone: \_\_\_\_\_

Regular Periodic Fee: \$ \_\_\_\_\_ per \_\_\_\_\_ Special Assessments: \$ \_\_\_\_\_

Are there any assessments or fees approved yet not assessed?  Yes  No. If yes, amount \$ \_\_\_\_\_ and explain reason for assessment: \_\_\_\_\_

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GCAAR Form # 916 – Listing Agreement, Jurisdictional Addendum – DC

(Previously form # 910B)

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**6. SELLER DISCLOSURE:**

A. Unless Seller is otherwise exempt, pursuant to D.C. Code §45-951, prior to the submission of an offer a Buyer is entitled to a Seller's Disclosure Statement

B. The Seller represents that seller is exempt from disclosure.  Yes  No.

7. **LEAD-BASED PAINT HAZARD:** Unless otherwise exempt, a Seller of property built prior to 1978 is required to provide to a Buyer the Federal Lead-Based Paint Disclosure Form and EPA Pamphlet "Information and Disclosure of Lead-Based Paint and Lead Based Paint Hazards. Not doing so may subject Seller to treble damages under the Act. The Seller represents that residential Property  was built prior to 1978 OR  was not built prior to 1978 OR  building date is uncertain. If the dwelling(s) was built prior to 1978 or if the building date is uncertain, a Contract will not be deemed complete and not ratified unless it includes, and the Seller and Buyer both accept the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, whereby the Buyer acknowledges receipt of required Lead Paint Information and has either taken the opportunity to incorporate a Lead-Based Paint Inspection contingency or waived such a right. The Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of 3 years following the date of settlement.

8. **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 Unknown. 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.

9. **UNDERGROUND 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.

10. **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 911, "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)

Jeffrey L. Kozela 9/14/10  
Seller/Owner Date

Marie Kozela 9/14/10  
Seller/Owner Date



**Washington, DC Jurisdictional Addendum**  
*(Required for use with the Regional Sales Contract (form #1301))*

The Contract of Sale dated \_\_\_\_\_, Address 812 FERN PL NW,  
 City WASHINGTON, State DC Zip 20012 Lot: 5  
 Block/Square: 2964 Unit: \_\_\_\_\_ Section: \_\_\_\_\_ Tax ID # 2964//0005  
 Parking Space(s) # \_\_\_\_\_ Storage Unit(s) # \_\_\_\_\_ Subdivision/Project: \_\_\_\_\_  
 between Seller Jeffrey L Koczela Marie Koczela and  
 Buyer \_\_\_\_\_ is hereby amended by the  
 incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

**TIME IS OF THE ESSENCE WITH REGARD TO EACH PROVISION OF THE ENTIRE CONTRACT WHICH CONTAINS TIMEFRAMES.**

1. **RECORDATION AND TRANSFER TAXES:** Rates vary with the sales price and based on property type. See <http://otr.cfo.dc.gov/otr/site/default.asp>. Unless otherwise negotiated, the following will apply:
  - A. **Real Property:** The Recordation Tax will be paid by the Buyer and the Transfer Tax will be paid by the Seller
  - B. **Cooperatives:** The Economic Interest Deed Recordation Tax will be split equally between the Buyer and the Seller. There is no Transfer Tax for Cooperatives.
  
2. **TENANCY:** Seller represents that property  is  is not subject to an existing residential lease or tenancy. **If property is tenant occupied form #1314 is hereby provided.**
  
3. **CONDOMINIUM/COOPERATIVE/HOME OWNERS ASSOCIATION:** Seller represents that this property  is  is not subject to a condominium, cooperative or home owners association. If applicable, the following required addendum is attached:
  - Condominium Resale Addendum (GCAAR form #1354),
  - Cooperative Resale Addendum (GCAAR form #1356) or
  - Home Owners Association Addendum (GCAAR form #1322)
  
4. **PROPERTY TAXES:** Future property taxes may change. See [https://www.taxpayerservicecenter.com/RP\\_Search.jsp?search\\_type=Assessment](https://www.taxpayerservicecenter.com/RP_Search.jsp?search_type=Assessment) to determine the applicable rate. 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/otr/cwp/view.a.1330.q.594394.asp>
  
5. **SELLER DISCLOSURE:**
  - A. Pursuant to D.C. Code §42-1301, prior to the submission of the offer the Buyer is entitled to a Seller's Disclosure Statement, and hereby acknowledges receipt of same  Yes  No.  
  
 \_\_\_\_\_ / \_\_\_\_\_ Buyer's Initials
  
  - B. Pursuant to D.C. Code §42-1301, The Seller represents that Seller is exempt from disclosure.  Yes  No.  
  
JK / MK Sellers Initials
  
6. **LEAD-BASED PAINT HAZARD:** A Seller who fails to give the required Lead-Based Paint Disclosure Form and EPA Pamphlet "Information and Disclosure of Lead-Based Paint and Lead Based Paint Hazards" (pre 1978 properties) may be liable under the Act for three times the amount of damages. The Seller represents that residential Property  was built prior to 1978 OR  was not built prior to 1978 OR  building date is uncertain. If the dwelling(s) was built prior to 1978 or if the building date is uncertain, this Contract is not complete and not ratified unless it includes, and the Seller and Buyer both accept the Disclosure of Information on

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Lead-Based Paint and Lead-Based Paint Hazards, whereby the Buyer acknowledges receipt of required Lead Paint Information and has either taken the opportunity to incorporate a Lead-Based Paint Inspection contingency or waived such a right. The Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of 3 years following the date of settlement. The Seller and Buyer acknowledge by their respective initials below that they have read and understand the provisions of this paragraph.

JK / MU Seller's Initials

\_\_\_\_\_/\_\_\_\_ Buyer's Initials

**7. 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 at the back of that publication is \_\_\_\_\_  
**Unknown**

For further information, the Buyer can contact a soil testing laboratory, the District of Columbia Department of Environmental Services, or the Soil Conservation Service of the Department of Agriculture.

**8. UNDERGROUND STORAGE TANK DISCLOSURE: (Applicable to single family home sales 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 there under 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: \_\_\_\_\_

I hereby certify that I have received and read a copy of the disclosure notice in this paragraph prior to signing this Contract.

Buyer: \_\_\_\_\_ Buyer: \_\_\_\_\_

**9. ADDITIONAL DEFAULT PROVISIONS:** The first paragraph of Paragraph 26 of the Regional Contract is replaced with the following:

Buyer will be in Default even if the Financing Contingency has not been removed if Settlement does not occur on the Settlement Date as a result of any of the following:

- (a) Failure to lock-in the interest rate(s) and the rate(s) increase so that Buyer does not qualify for such financing; OR
- (b) Failure to comply with the lender's reasonable requirements in a timely and diligent manner; OR
- (c) Application is made with an alternative lender (one other than the lender who provided Lender's Letter) and the alternative lender fails to meet the Settlement Date; OR
- (d) Does not have the down payment, closing fees and any other required funds, including without limitation, any additional funds required to be tendered by Buyer if the Appraisal is lower than the Sales Price, provided the Contract is not contingent on an Appraisal or the Appraisal Contingency has been removed; OR
- (e) Makes any deliberate misrepresentations, material omissions or inaccuracies in financial information that results in the Buyer's inability to secure the financing; OR
- (f) Failure to make application for property insurance, if required, by lender within 7 days of Date of Ratification; OR
- (g) Does or fails to do any act following the Date of Ratification that prevents Buyer from completing Settlement

**10. NOTICES:** All notices under the contract shall be in writing. Notices to the Seller shall be effective when delivered to the Seller or an Agent of the Seller named in the contract (including a Dual Representative, or a Designated Representative assigned to the Seller, as applicable, or alternatively, to the Agent's Supervising Manager.) Notices to the Buyer shall be effective when delivered to the Buyer or an Agent of the Buyer named in the contract (including a Dual Representative, or Designated Representative assigned to the Buyer, as applicable, or alternatively, to the Agent's Supervising Manager). "Purchaser" means "Buyer" and vice versa. "Delivery" means hand carried, sent by overnight delivery service, sent by wired or electronic medium which produces a tangible record of the transmission (such as telegram, mailgram, telecopier or "Fax", email which includes an attachment with an actual copy of the executed instruments being transmitted, or U.S. Postal mailing.) In the event of overnight delivery service, Delivery will be deemed to have been made on the next business Day following the sending, unless earlier receipt is acknowledged in writing. In the event of U.S. Postal mailing, Delivery will be deemed to have been made on the third business Day following the mailing, unless earlier receipt is acknowledged in writing. The provisions of this paragraph regarding delivery of notices shall also be applicable to delivery of resale packages for condominiums, cooperatives and/or homeowners associations as may be required in a separate addendum.

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**11. DEFINITIONS**

- A. **Days:** "Day" or "Days" means calendar days unless otherwise specified.
- B. **Business Days:** "Business Days", whenever used, means Monday through Friday, excluding federal holidays.
- C. **Computation of Time Periods:** For the purpose of computing time periods, the first Day will be the Day following Delivery, and the time period will end at 9 p.m. on the Day specified.
- D. **Date of Ratification:** This Contract shall be deemed ratified when the contract, all addenda and any modifications thereto have been signed and initialed, where required by all parties, and Delivered to the other party pursuant to the Notices paragraph.

<p style="text-align: center;"><i>Jeffrey L. Koczela</i></p> <p>_____          Seller      <b>Jeffrey L Koczela</b>      Date</p>	<p>_____          Buyer      Date</p>
<p style="text-align: center;"><i>Marie Koczela</i>      <i>9/14/10</i></p> <p>_____          Seller      <b>Marie Koczela</b>      Date</p>	<p>_____          Buyer      Date</p>

\_\_\_\_\_  
**4404 39TH ST NW,**  
 Seller's address

\_\_\_\_\_  
**WASHINGTON DC 20016**  
 Seller's address

\_\_\_\_\_  
**(202) 686-8626**  
 Seller's telephone number

\_\_\_\_\_  
 Seller's facsimile number

\_\_\_\_\_  
 Seller's email address

\_\_\_\_\_  
 Buyer's address

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 Buyer's address

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 Buyer's telephone number

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 Buyer's facsimile number

\_\_\_\_\_  
 Buyer's email address

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