

Capitol Vista Condominium Letter of Instruction to Agents

1. Please find attached our new homes sales contract. If you have any questions please do not hesitate to contact any member of the Cornerstone Realty Group sales team listed below. While all of the required addenda have been attached, you are welcome to include your appropriate broker disclosure forms.

Bernard Dellario	202-246-8977
Jeff Tait	202-390-0098
Tara Linn	240-472-4590

2. The contract requires a \$1,000 earnest money deposit made payable to Heritage Title as the settlement agent.

Settlement Agent
Heritage Title
2000 Florida Ave NW
Suite 250
Washington, DC 20009

3. The following items **MUST** be included with your contract or will not be reviewed:
 - Contact Information Sheet (attached)
 - Financial Information Sheet (attached)
 - Lender Approval Letter
 - Copy of your EMD Check.
4. Once you have written the offer, please fax offer to **Bernard at 202-318-4082**
5. Upon ratification you will be contacted by a member of the sales team to schedule your walkthrough and inspection.
6. Lenders requiring a condo questionnaire or copy of the condominium insurance certificate should contact any member of the Cornerstone Group listed above.

Agents: Please initial to acknowledge receipt and return with contract. _____

Capitol Vista Condominium

Contact Information

All Items must be complete

Please print clearly

Buyer Information

Name

Cell Phone

Email

Agent Information

Name

Brokerage

Cell Phone

Email

Lender Information

Name

Company

Phone

Email

**Capitol Vista Condominium
2 17th Street, SE
Washington, DC 20003**

PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement") is made as of this ____ day of _____, 2009, by and between:

Name(s) _____

Address: _____ Telephone: _____

City, State, Zip: _____ Facsimile: _____

(one or more, referred to as "Purchaser") and TWO SEVENTEENTH STREET, LLC ("Seller"), with an office c/o Stephen M. Ballard, Esq., 2000 Florida Avenue, NW, Suite 250, Washington, DC 20009, telephone (202) 265-0535, facsimile (202) 318-1257, for the purchase of a Condominium Unit (hereinafter defined) in Capitol Vista Condominium (the "Condominium") located at 2 17th Street, SE, Washington, DC 20003.

WITNESSETH THAT:

WHEREAS, Seller is the owner of the Condominium and the Declarant of the Condominium pursuant to the provisions of the District of Columbia Condominium Act of 1976, as amended (the "Condominium Act");

WHEREAS, the Condominium has been registered pursuant to the provisions of the Condominium Act; and

WHEREAS, Purchaser wishes to purchase the Condominium Unit and the options described herein.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller mutually agree as follows:

(a) Defined Terms. Capitalized terms used herein without definition shall have the meanings specified for such terms in the condominium instruments. Otherwise, terms not defined herein shall have the meanings specified for such terms in Section 42-1901.02 of the Condominium Act.

(b) Terms of Purchase.

1. Sale. Seller shall sell to Purchaser, and Purchaser shall purchase from Seller:

(a) Condominium Unit No. _____, together with its percentage interest of the undivided ownership interest in the Common Elements (together, the "Condominium Unit")	\$
(b) Extras/Options/Upgrades as shown on the attached Schedule	\$
(c) Purchase Price (exclusive of settlement costs and prorated amounts of prepaid items)	\$
Such Purchase Price being payable as follows:	
(d) Reservation Deposit	\$
(e) Earnest Money Deposit with this contract	\$
(f) Mortgage Proceeds (if any)	\$
(g) Balance Due (exclusive of settlement costs and prorated amounts of prepaid items)	\$

2. Deposit. The Deposit shall be held in an escrow account by Heritage Title & Escrow Company pursuant to Section 42-1904.09 of the Condominium Act. At settlement, the Deposit shall be paid to the person conducting the settlement hereunder to be applied to the Purchaser's obligation. Upon default hereunder or upon any termination of this Agreement, the Deposit shall be paid to the person lawfully entitled thereto pursuant to the terms of this Agreement. At settlement, Seller shall credit Purchaser with interest earned on the Deposit, if required by law. Any transfer of the Deposit under this Agreement shall include any interest thereon.

3. Financing. Purchaser hereby elects the following method of financing, pursuant to the terms of this Agreement (Purchaser to designate applicable financing):

- 9 No financing arrangement (all cash sale)
- 9 Financing

(a) Cash Sale. If Purchaser elects to pay the Purchase Price all in cash, this Agreement shall be in no way contingent upon financing and Purchaser assumes full responsibility to initiate and pursue all steps necessary to obtain the funds required for settlement. In furtherance thereof, Purchaser shall provide Seller, within three (3) days after the date hereof, proof of Purchaser's financial ability to pay the full Purchase Price in cash at settlement. If Purchaser defaults in Purchaser's obligation to provide timely proof satisfactory to Seller of Purchaser's ability to pay, Seller, at its sole option, may terminate this Agreement and return the Deposit and the parties shall have no further liability to each other.

(b) Financing.

(1) Introduction. If Purchaser elects, Purchaser shall place with a lender designated a mortgage or deed of trust on the Condominium Unit in the amount set forth in Section 1(f) paying interest at the prevailing market rate for such term and on the repayment schedule established by the lender's written commitment to Purchaser.

(2) Loan Application. Purchaser shall apply to the lender within five (5) days after the date of this Agreement and shall, without delay, provide to such lender such information or other materials as may be required by such lender. Purchaser shall complete all mortgage credit applications and other similar forms provided by the lender promptly after receipt, and if such forms are not submitted to the lender properly and fully executed within ten (10) days after the request for the same, then this Agreement, at the sole option of Seller, may be terminated and the Deposit, less amounts withheld for Extras/Options/Upgrades, returned by Seller and the parties shall have no further liability to each other. Purchaser shall comply with the terms of any commitment from the lender. If Purchaser has complied with the requirements of this Agreement and for any reason whatsoever is unable to obtain a commitment satisfactory to Seller for the mortgage loan referred to above, either party may terminate this Agreement and cause the Deposit to be returned to Purchaser. If the lender refuses to make the loan *due to the failure of Purchaser to comply with the terms of any commitment*, Seller, in its sole discretion, shall have the option to terminate this Agreement whereupon Seller may retain the Deposit and any amounts paid or deposited with respect to Extras/Options/Upgrades, and the parties shall have no further liability to each other. In no event shall Seller have any obligation or liability to Purchaser due to the lender's refusal to make such loan for any reason whatsoever.

(c) Credit Information. Any credit application and any information obtained in connection therewith may be released by Seller or any designated lender to any other designated lender without the further consent of Purchaser, solely for purposes of obtaining a mortgage commitment hereunder.

4. Amendment of Condominium Instruments.

(a) Restrictions. Seller reserves the right upon notice to Purchaser, prior to settlement hereunder, to make such modifications, additions or deletions in or to any of the condominium instruments as may be approved or required by any permanent lender, secondary mortgage market agency, public authority or the title company insuring title, provided that none of the same shall: (i) change the Common Element Interest of the Condominium Unit as fixed in the Declaration (other than as permitted by the Declarations and the Condominium Act) or increase the proportion of the common expenses to be borne by the Condominium Unit being sold hereunder, (ii) increase the Purchase Price hereunder, (iii) require a material physical modification of the layout or location of the Condominium Unit; or (iv) decrease the financial obligations of Seller hereunder. Notwithstanding the foregoing, Seller may amend the condominium instruments to correct or supplement any erroneous or incomplete information based upon an objectively verifiable fact in accordance with Section 42-1902.27 of the Condominium Act.

5. Public Offering Statement; Seller's Rights.

(a) Public Offering Statement. Purchaser hereby acknowledges receipt of a copy of the Public Offering Statement for the Condominium, including the condominium instruments and all other attached exhibits and schedules. Purchaser hereby ratifies and agrees to be bound by the provisions of the foregoing documents, as each such document may be duly amended from time to time.

(b) Seller's Rights. Seller shall retain or acquire title to each Condominium Unit not sold to any other person. Seller retains the right to enter into leases with any third parties for the occupancy of any

Condominium Unit so retained by Seller and not sold to any other person.

6. Condition.

(a) At Delivery. Purchaser is acquiring the Condominium Unit in "AS-IS" condition. At settlement, Seller shall deliver the Condominium Unit and the appurtenances thereto substantially in accordance with the Plats and Plans, as the same may be modified and amended from time to time, with all fixtures, appliances and equipment to be provided by Seller installed, along with all options depicted on the Schedule of Purchaser's Extras/Options/Upgrades attached as Exhibit A hereto. Purchaser acknowledges that measurements shown on the Plats and Plans are approximate and actual dimensions may not be exactly as shown. Seller shall not be required to install or provide any fixtures or appliances not actually installed in the Condominium Unit at the time of inspection pursuant to Section 7 or otherwise agreed in writing to be installed by Seller. Seller shall have the right to make minor changes in the dimensions of any portion of the Condominium and to substitute substantially equivalent materials for any of the same set forth in any sales or other documents and to make such modifications or substitutions as may be required by any governmental authorities asserting jurisdiction over the Condominium, or any construction or permanent lender or as may be reasonably necessary. Any dispute involving delivery of the Unit shall be submitted within a reasonable time to arbitration administered by the American Arbitration Association under its Arbitration Rules for the Real Estate Industry, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(b) Extras, Options, Color and Material Selection.

(1) Upgrades, Options and Extras. Purchaser may purchase certain upgrades, extras or options ("Extras") from Seller upon approval in writing from Seller. Seller may impose conditions in its sole discretion prior to the approval of these Extras, including, but not limited to, extending the date for settlement or imposing additional charges or costs for the installation of such Extras.

(2) Payment for Extras. Purchaser shall pay Seller for 100% of the estimated cost of all Extras (the "Extras Payment") upon execution of each Schedule of Purchaser's Extras (in the form attached hereto as Exhibit A) by delivering the same to Seller. **Purchaser acknowledges that the cost of the Extras is non-refundable. Purchaser shall be responsible for the cost of one-hundred percent (100%) of these non-refundable items even if settlement never occurs for reasons outside Purchaser's control. Purchaser further acknowledges that the Extras Payment is only an estimate of the price of all Extras; in the event that the price of the Extra is more than the Extras Payment, Purchaser shall promptly pay same to Seller upon request; in the event that the price of the Extras is less than the Extras Payment, then Purchaser shall receive a credit at closing for such excess.** Accordingly, if settlement does not occur for any reason other than Seller's default, including, but not limited to, Purchaser's inability to obtain financing, Purchaser will forfeit the Extras Payment.

(3) Color Selections. Purchaser shall make any color and/or material selections required immediately upon signing this Agreement. Purchaser agrees that no changes in these selections will be accepted by Seller after the Date hereof.

7. Inspection. Seller shall make the Unit available for Purchaser's inspection not less than seventy-two (72) hours prior to Settlement; any inspection by Purchaser shall be accomplished in the company of a representative of Seller. At such inspection, the Unit Inspection Form (as well as the Warranty Inspection Form attached to the Limited Warranty) set forth as an exhibit to the Public Offering Statement shall be completed and executed by Purchaser and by a representative of Seller. Purchaser shall attend such inspection and participate in completing the Unit Inspection Form prior to settlement. Seller shall not be liable for (i) the correction of any such incomplete work or defects or (ii) the installation of any fixtures or appliances not specifically listed in the Unit Inspection Form. Any items identified for which Seller is responsible will be remedied by Seller within fifteen (15) days of settlement (subject to weather conditions, Seller's workload, the availability of any necessary materials, and any other delay caused by forces outside the control of Seller). The existence of any such incomplete work or defects shall not delay the time of settlement nor postpone Purchaser's obligations hereunder. Seller shall not be required to establish an escrow to ensure completion of the items as a condition of settlement, and Purchaser shall not be entitled to request such an escrow. Failure of Purchaser to make the inspection at the date and time specified by Seller shall constitute full acceptance of the Condominium Unit by Purchaser, with all faults.

8. Settlement. Seller shall give notice to Purchaser specifying a date, which date shall not be less than ten (10) nor more than thirty (30) days following the giving of such notice, on which settlement shall take place. Settlement may, at Seller's option, be conducted individually or in groups, and shall take place on the date and at the time and place specified in the notice or such other date, time and place as the parties may agree upon in writing. Seller shall deliver to Purchaser a good and sufficient special warranty deed at settlement conveying the Condominium Unit to Purchaser. Purchaser shall pay the Balance Due at settlement (in addition to causing the lender if any, to pay the Mortgage Proceeds) to the order of Seller or as Seller may direct. Seller thereupon will deliver possession of the Condominium Unit to Purchaser along with the Condominium Unit keys. Seller may, in its sole discretion, agree to extend the date of settlement at the request of Purchaser, which extended date shall be no later than thirty (30) days after the originally scheduled date.

9. Title.

(a) Quality. Title to the Condominium Unit shall be subject to the terms and conditions of the Condominium instruments. The Condominium Unit shall be conveyed free from encumbrances except as provided for herein. Title shall be good and marketable and insurable at regular rates, subject, however, to (i) the Condominium Act and covenants, easements and restriction of record or to be recorded prior to settlement, (including without limitation all such covenants, easements and restrictions set forth in the condominium instruments), (ii) general real estate taxes for the current tax year not then due, (iii) matters which would be disclosed by a current survey of the Condominium, the Condominium Unit and (iv) liens or other matters over which the title company agrees to insure.

(b) Defects. If Seller is unable to convey title as aforesaid because of any defect in title at settlement, Seller is expressly released from all liability for damages, and Seller, at Seller's option, may either; (i) correct the defect if the same can be done within reasonable time, or (ii) terminate this Agreement and cause the Deposit to be returned to Purchaser. If Seller determines that legal action is necessary to remedy defects in title, such action shall be taken promptly by Seller at its own expense, whereupon the time specified here for full settlement by Purchaser will thereby be extended for the period necessary for such prompt action.

10. Expenses of Closing.

(a) Settlement Costs. Heritage Title & Escrow Company ("Heritage") is in possession of Declarant's title report, current survey, condominium instruments, and all other instruments and materials necessary to legally convey the Units. **Purchaser will be charged Heritage's normal charges for a Washington, DC settlement, including, but not limited to, a \$225 settlement fee, \$200 title search fee, \$25 binder fee, \$75 document preparation fee, \$57 copy and courier fee, \$25 tax certificate fee, and \$50 electronic storage fee.** Purchaser shall pay all other expenses including without limitation the cost of an appraisal and credit report, owner's and mortgagee's title insurance premiums, the recordation tax imposed on Purchaser by Section 42-1103 of the District of Columbia Code, and mortgage insurance premiums, as well as any other document preparation charges and related fees. To the extent that any Extras/Options/Upgrades have not yet been fully paid for by Purchaser, Purchaser shall make such payment to Seller at Settlement. If Purchaser has paid more than the price attributed by Seller for Extras/Options/Upgrades, then Purchaser shall receive a credit for such excess at Settlement against the Purchase Price.

(b) Prepayments and Escrows. Notwithstanding anything contained herein to the contrary, Purchaser shall reimburse Seller at settlement for prepaid real estate taxes, hazard insurance premiums, assessments and utility charges, if any, on the Condominium Unit, all of which shall be prorated as of the date of settlement. If required by the lender, Purchaser shall prepay at settlement any mortgage insurance premiums, interest for up to one month and a reasonable percentage of the estimated annual real estate taxes. If a separate real estate tax bill has not been issued for the Condominium Unit prior to settlement, Purchaser shall comply with such arrangements as may be established by Seller to assure payment of such taxes.

(c) Closing Adjustments. A carrying cost adjustment shall be paid by Purchaser to Seller at settlement if Purchaser fails, through no fault of Seller, to meet the time limits set forth herein for settlement. The carrying cost adjustments shall be computed as the total of the real estate tax, condominium fee (if applicable), and interest on the purchase price of the Unit at the rate of twelve percent (12%) per annum, less (if applicable) rent received, prorated daily from the time Purchaser is required to settle under this Contract, and the time settlement actually occurs.

Additionally, if at settlement there is a reasonable expectation that the title company through no fault of Seller will not be able to disburse to Seller the proceeds from settlement within three (3) business days after settlement, Seller shall require an escrow of estimated carrying cost adjustment by Purchaser at settlement. The carrying cost adjustment shall be computed as interest only (as above), prorated daily from the date of settlement until disbursement actually occurs. Any balance in the escrow shall be returned to Purchaser. No escrow shall be required by Seller if: (1) all co-owners and co-borrowers are physically present at settlement, and (2) Purchaser's lender, title insurance company, settlement agent, and appraiser have been selected or expressly approved by Seller.

(d) Association Assessments. Purchaser will also deposit with Seller at settlement for transmittal to the Unit Owners' Association of the Condominium (i) a portion of the monthly installment of the common expense assessment against the Condominium Unit, prorated to the date of Settlement; (ii) the monthly installment due for the month following the month during which Settlement occurs; and (iii) **an initial working capital contribution in an amount equal to twice the monthly installment of the common expense assessment against the Condominium Unit in the fiscal year of the Unit Owners Association in which settlement occurs, such amount being in addition to and not in lieu of regular monthly installments of such assessments and charges as the same thereafter become due and payable.** Such payments are non-refundable.

11. Risk of Loss. Purchaser shall not acquire any equitable ownership of or title to the Condominium Unit under this Agreement until a deed of conveyance is delivered to Purchaser at Settlement. The risk of loss or damage by fire or other casualty is assumed by Seller until a deed of conveyance is delivered to Purchaser at settlement. In the event of a loss or damage or other casualty to the Unit or the building in which the Unit is located,

Seller shall have the right to terminate this Agreement, in which event the Deposit and the Extras Payment shall be returned to Purchaser, and the parties shall be relieved of further liability hereunder. In the event Seller elects to repair the Unit or the building in which the Unit is located, Seller shall give notice thereof to Purchaser and Settlement shall be deferred until such repair is complete.

12. Promotional Materials and Model -- Illustrative Purposes Only.

(a) Generally. Purchaser acknowledges that Seller is not improving the Condominium Unit (except as set forth on the Schedule of Extras), and has not agreed to improve the Condominium Unit, specifically for Purchaser, nor to the precise specifications or design of any model residence displayed to or visited by Purchaser, but rather, that Seller is improving the Condominium Unit for sale to the general public.

(b) Model. Purchaser acknowledges that the model residence, if any, is displayed only for purposes of illustration. Purchaser acknowledges that certain items shown in the model residence are standard and some are optional, that such items may change, and that it is Purchaser's responsibility to request written clarification from Seller if Purchaser is uncertain as to which items are standard and which are optional. The location of wall switches, thermostats, chases, ducts, registers, returns, plumbing, electrical fixtures and outlets and similar items may vary from those contained in the plans or model units.

(c) Marketing and Promotional Material. Any floor plans, sketches or sales drawings shown to Purchaser are for display and illustrative purposes only and may not be duplicated strictly. Any scale models, site plans, sales displays or brochure drawings of the Condominium Unit and the project including, without limitation, any and all plats and plans of the Condominium of record and/or referenced in the Public Offering Statement are only artists's conceptions for illustration and display only, and are subject to change. Such scale models, site plans, displays or brochure drawings including, without limitation, any and all plats and plans of the Condominium of record and/or referenced in the Public Offering Statement shall not constitute a warranty by Seller as to the condition of the Condominium Unit or project or be part of this Agreement. Items in the nature of "custom finishing," decorating or the like and/or any deviations from Seller's plans shall be the sole responsibility of Purchaser and shall be performed only after settlement and possession by Purchaser.

(d) Surrounding Area. Purchaser hereby acknowledges that Seller has made no representations and has no obligation to Purchaser with respect to (i) designs of other Condominium Units, (ii) location, position and visibility of utility lines, pipes, poles, boxes or other similar equipment, or (iii) use or prospective use of any property outside the building in which the Unit is located, notwithstanding any plats, site plans or other illustrative material.

13. Custom Finishing Access. Purchaser shall be provided access to the Unit prior to settlement only after a written request. Items in the nature of custom finishing, decorating or the like and/or any deviations from the Plans shall be the sole responsibility of Purchaser and shall be performed only after settlement and possession by Purchaser. Purchaser shall not bring any furniture or other property into the Condominium nor, except for the inspection pursuant to Section 7, shall Purchaser have access to the Condominium Unit or the building containing the Condominium Unit prior to settlement and delivery of possession to Purchaser. Purchaser agrees that this covenant is a material term of the Agreement and that there are inherent physical dangers of being present at the unit. In the event of a breach of this covenant by Purchaser, which results in physical injury to Purchaser, or to any party accompanying Purchaser, or which results in damage to the property of any of the aforesaid individuals, or to the property of Seller, then in such event Purchaser hereby covenants and agrees that Purchaser assumed all risks, latent and patent, when it breached such covenant, and that Purchaser's (or such other party's) injury or loss was proximately caused by such access, because such injury or damage could not have occurred but for such breach, Purchaser expressly assuming all risks, latent and patent, related to such access. Therefore, Purchaser agrees that in no event is Seller liable in any way therefor, and Purchaser shall hold Seller harmless and shall indemnify Seller from any and all claims, liabilities, cost, expense (including attorneys' fees) or causes of action for personal injury or property damage resulting from Purchaser's breach of the covenant given herein.

14. Default, Subordination and Merger.

(a) Default by Purchaser. If Purchaser shall default in any of the payments or other obligations called for in this Agreement, then at the option of the Seller, Purchaser shall forfeit any and all rights under this Agreement, and any amount theretofore paid under the terms of this Agreement may be retained by Seller as liquidated damages. If for any reason whatsoever Seller shall be unable to deliver title in accordance with the provisions of this Agreement, Seller's liability shall be limited to the return of any payments made by Purchaser hereunder.

(b) Default by Seller. If Seller shall default in its obligations hereunder in any material respect and Purchaser is not otherwise in default hereunder, then Purchaser shall, at Purchaser's option, be entitled either to (i) waive such default and proceed to settlement, or (ii) terminate this Agreement by written notice to Seller, whereupon Seller shall cause the Deposit, the Extras Payment, and any other amount paid by Purchaser to be returned to Purchaser and thereafter neither of the parties hereto shall have any further liability to the other hereunder

(c) Subordination. Purchaser's interest in this Agreement shall be subordinate to any lien placed by Seller against the Unit or the Condominium at any time prior to the closing. However, Seller shall cause

any such lien against the Unit to be released at or prior to the closing.

(d) Merger. The parties to this agreement mutually agree that it shall be binding upon them and upon each of their respective heirs, personal representatives and successors, and that the provisions hereof shall survive execution and delivery of the deed of the Unit and shall not be merged therein.

15. Assignment. This Agreement is personal to Purchaser and Purchaser may not assign this Agreement without the prior written consent of Seller, which may be withheld in its sole discretion. Any assignment purported to be made without Seller's prior written consent shall be ineffective. Seller's refusal to consent to an assignment hereof shall not entitle Purchaser to terminate this Agreement or give rise to any claim for damages against Seller. Seller may assign its rights hereunder and, if such assignment shall be for the purpose of securing a lender to Seller, Purchaser's rights hereunder shall, at the option of such lender, be subject and subordinate to the rights of such lender. Within ninety days after foreclosure or acceptance of a deed in lieu thereof, such lender may terminate this Agreement, whereupon the Deposit shall be returned to Purchaser, and Seller, such lender and Purchaser shall be released from any further liability or obligation hereunder. If such lender does not terminate this Agreement, Purchaser shall complete the purchase of the Condominium Unit in accordance herewith.

16. Notices. Any notice to be given hereunder by one party shall be in writing and sent by hand delivery, facsimile, or by registered or certified United States mail, postage prepaid return receipt requested, to the other party at the address listed on the first page of this Agreement or at such other address as either party may hereafter specify to the other in writing. In the case of hand delivery the date of receipt or first refusal to accept delivery shall be deemed to be the effective date of such notice. In the event of mail delivery, the postmark date shall be deemed to be the date of the giving and receiving of notice. In the event of facsimile delivery, the giving and receiving of notice shall be deemed to have occurred the day following dispatch of the fax which shows acknowledgment of receipt and is accompanied by same day regular mailing of the notice.

17. Warranties.

(a) Limited Warranty. Purchaser hereby waives any and all warranties other than those provided in this Section and will accept the Condominium Unit subject to the inspection pursuant to Section 7, in its "AS-IS" condition. Seller shall have no liability for personal injury or property damage arising from environmental or ecological conditions in the Condominium Unit or in, under or near the building in which the Unit is located. Seller shall warrant the Condominium Unit against structural defects (as defined in Section 42-1903.16) in components installed by Seller or in work performed by Seller pursuant to Section 42-1903.16 of the Condominium Act for two years after the date of conveyance of such Unit, and each of the Common Elements against structural defects (as defined in Section 42-1903.16) in components installed by Seller or in work performed by Seller pursuant to Section 42-1903.16 of the Condominium Act for two years after the date of conveyance of the first Condominium Unit in the Condominium or completion of that common element (whichever is later). All such warranties are more fully set forth on the Limited Warranty Certificates attached as exhibits to the Public Offering Statement. Seller will deliver a signed copy of the Limited Warranty Certificate for the Condominium Unit to Purchaser at settlement. Prior to the expiration of the warranty period, Seller will assign to the Association of the Condominium, on behalf of the Unit Owners of all Condominium Units, all warranties, if any, from subcontractors or suppliers of materials running in favor of Seller, to the extent that such warranties are assignable. Seller will deliver to Purchaser at settlement any manufacturers' warranties covering any equipment in the Condominium Unit except insofar as the same may be Common Elements. In the event of any such warranty, it is acknowledged and agreed by Purchaser that the warranting party, and not Seller, is responsible therefor. Seller hereby expressly disclaims all warranties under the Condominium Act, either expressed or implied, other than its Limited Warranty Certificate, including any implied warranty of merchantability, habitability or fitness for a particular use or purpose. Purchaser acknowledges that some persons may experience allergic or medical reactions to components of various building materials. Seller does not warrant any building materials used in the Unit or building to be free from any possible toxicity to users or occupants and therefore disclaims any liability for any problems arising therefrom.

(b) Environmental. The United States Environmental Protection Agency ("EPA") and the District of Columbia have literature available which disclose known toxic waste sites throughout the District of Columbia. Seller has made no investigation to determine whether there are any hazardous waste sites or hazardous environmental conditions in proximity to or affecting the Condominium Unit or the building in which the Condominium Unit is located, although such sites or conditions may exist. The parties agree that Purchaser has the right, at its own expense, to conduct and complete any investigation concerning such sites or conditions within ten (10) days after contract ratification. In the event that Purchaser, as a result of such investigation, determines that the Unit is adversely affected by a hazardous environmental condition, Purchaser shall have the right to terminate this Agreement by giving written notice to Seller. Upon receipt of this notice, the Deposit shall be returned to Purchaser without deduction, whereupon this Agreement shall then be terminated, and all obligations between Purchaser and Seller shall cease to exist. In the event that Purchaser does not notify Seller of the existence of any unacceptable environmental condition within five (5) days from the date of the investigation, Purchaser's right to terminate this Agreement under this Section 17(b) shall lapse and this Agreement shall remain in full force and effect. Seller makes no warranty or representation of the environmental condition of the Condominium Unit or building, including without limitation, existence of gasses, materials or wastes in or on the Condominium Unit or building and disclaims any liability for such existence (or the consequences) and Purchaser expressly releases Seller for any liability under contract or law and hereby assumes any and all risks associated therewith.

(c) Radon/Lead. Radon gas is a naturally occurring radioactive gas found in soils and rocks as a result of the natural decay or breakdown of native uranium and radium. Seller has no expertise in the measurement or reduction of radon gas in buildings, nor does Seller provide any advice regarding radon gas levels. The EPA and state and local environmental authorities are best equipped to render advice concerning radon gas, methods of detection of gas and when or if any remedial measures may be advisable. Information on radon gas may be obtained directly from the EPA.

Although lead has been used in numerous consumer products, lead is a toxic metal now known to be harmful to human health if inhaled or ingested. Important sources of lead exposure include: ambient air, soil and dust (both inside and outside the home), food (which can be contaminated by lead in the air or in food containers), and water (from the corrosion of plumbing). The degree of harm depends upon the level of exposure (from all sources). Known effects of exposure to lead range from subtle biochemical changes at low levels of exposure, to severe neurological and toxic effects or even death at extremely high levels. Plumbing installed before 1930 is most likely to contain lead.

It is understood and agreed by Purchaser that Seller makes no representations of any kind about the present or future existence of radon gas or lead or about acceptable levels of the same in or about the Condominium Unit or the building. Furthermore, Purchaser understands that Seller does not make any warranty of any kind regarding radon gas or lead as they relate to the Condominium Unit or the building. Purchaser acknowledges that the release in Section 17(a) above expressly includes any present or future claims or liability he or she may have of any kind and/or in any way related to the existence of radon gas or lead in or around the Condominium Unit or the building including but not limited to any expenses Purchaser may incur in connection with radon gas or lead reduction or abatement methods that Purchaser may pursue if elevated levels of radon gas or lead should ever occur.

18. Brokerage. This Agreement was procured through the services of Seller's sales representative(s), _____, and any co-broker shown below, without the intervention of any other broker. Purchaser shall defend, indemnify and hold Seller harmless from and against the claim of any other broker or finder, including any attorney's fees incurred as a result of such claim. The parties acknowledge that the co-broker is not the agent of Seller.

19. Delay.

(a) Purchaser's Option. If settlement shall not have occurred within one (1) year after the Date hereof due to reasons solely within Seller's control, Purchaser shall have the option of either: (i) thereafter terminating this Agreement by written notice to Seller, delivered at any time prior to settlement, in which event if settlement does not occur within fifteen (15) days after such notice, the Agreement shall terminate and Seller shall, if Purchaser shall have fulfilled all of its obligations, cause the Deposit (and all other money paid to Seller by Purchaser hereunder, if any) to be returned to Purchaser, and neither party shall have any further liability or obligation hereunder, provided, however, that if Purchaser shall have been or then be in default, Seller shall be entitled to retain the Deposit and neither party shall have any further liability or obligation hereunder; or (ii) electing to proceed with the purchase of the Condominium Unit when it is made available.

(b) Force Majeure. If Seller is delayed in performing any obligation hereunder for reasons beyond the control of Seller, then the time for performance shall be extended for the period of such delay. Reasons beyond the control of Seller shall include, without limitation, impracticality of performance or obtaining materials, acts of God, fire, adverse weather, earthquake, flood, explosion, condemnation, acts or delays of governmental agencies asserting jurisdiction over the Condominium, war, civil disorders, boycotts, strikes, lockouts, labor troubles, acts of Purchaser or anyone acting by, through or under Purchaser, and any other legally supportable justification under the laws of the District of Columbia which would excuse Seller from performance within the period allowed in this Agreement.

20. Integration and Scope of Authority. This Agreement supersedes any and all prior understandings and agreements between the parties and constitutes the entire agreement between them. No representations, warranties, undertakings, promises, claims, advertising or promotional materials, conditions or statements, oral or written, not contained herein shall be considered a part hereof. This Agreement may not be changed except by an instrument in writing signed by the party sought to be charged therewith or by the duly authorized agent of such party. Any and all additions, deletions, omissions and/or deviations from the printed form of this Agreement or any attachments hereto, other than the appropriate completion of the "blanks" which appear herein, are agreed to be in excess of the authority of Seller's sales representatives and shall be of no force or effect. Only an authorized general partner of Seller has the authority to sign this Agreement on behalf of Seller.

21. Miscellaneous. Subject to the provisions hereof, when this Agreement becomes effective, it shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Notwithstanding anything to the contrary herein, acceptance of the deed at settlement shall constitute Purchaser's acknowledgment of full compliance by Seller with the terms of this Agreement. Time is of the essence in this Agreement. Purchaser is expressly prohibited from recording this Contract, or any memorandum thereof. The laws of the District of Columbia shall govern the interpretation, validity and construction of the terms and conditions of this Agreement, without regard to its provisions relating to conflicts of law. This Agreement shall

not be changed except by an instrument in writing signed by the party sought to be charged therewith or by the duly authorized agent of such party. No action or inaction by Seller shall be construed as a waiver of any of the provisions of this Agreement and no purported change or modification whether by action or inaction shall be effective unless in writing and signed by the party against whom it is sought. Purchaser agrees, if Seller so chooses, to participate in a §1031 tax-deferred exchange; Purchaser agrees to execute any documents required to effectuate the exchange at no additional cost to Purchaser.

22. **Status of Purchaser.** If this Agreement is signed by an individual who is unmarried at the time of signing and at the time of settlement is married, Purchaser shall indemnify Seller from any loss that may arise by reason of the failure of Purchaser's spouse to sign any applications, mortgages notes or other documents required by the lender. If Purchaser is married and Purchaser's spouse is not also a purchaser under this Agreement, then Purchaser shall be responsible for such spouse signing the mortgage loan documents required by the lender and the failure of such spouse to do so shall not release Purchaser from any obligations under this Agreement, and Purchaser shall hold Seller harmless from any loss as a result of the refusal of such spouse to sign any such document. If Purchaser is not a natural person, Purchaser shall indemnify Seller from any loss that may arise by reason of the failure of any of Purchaser's principal officers, owners, beneficiaries or their spouses to sign any applications, mortgages, notes or other documents required by the lender. If Purchaser files for or is adjudicated a bankrupt, makes an assignment or arrangement for the benefit of creditors, files for divorce or legal separation, dies or notifies Seller of a desire to be released from this Agreement, Seller may, in Seller's sole discretion, terminate this Agreement and cause the Deposit to be returned to Purchaser, whereupon neither party shall have any further obligation to the other hereunder.

PURCHASER HEREBY REPRESENTS AND DECLARES THAT PURCHASER INTENDS TO OCCUPY THE UNIT AS A PRIMARY RESIDENCE. ANY MISREPRESENTATION REGARDING PURCHASER'S INTENTION TO RESIDE IN THE UNIT SHALL BE A DEFAULT HEREUNDER.

23. **Rental Housing Conversion and Sale Act of 1980.** Purchaser's rights under this Agreement are subject to the rights of any current tenant of the Condominium Unit, if any, under Sections 42-3404.08 and 42-3404.09 of D.C. Law 3-86, the District of Columbia Rental Housing Conversion and Sale Act of 1980, as amended.

THE UNIT IS VACANT AND FREE OF ANY TENANT

24. **Soil Disclosure.** Pursuant to Section 42-608 of the District of Columbia Code, Purchaser is hereby advised that the soil on which the building containing the Unit is built as described by the Soil Conservation Service of the U.S. Department of Agriculture is noted in the Soil Survey of the District of Columbia published in 1976 and as shown on the Soil Maps of the District of Columbia as Urban Land Association with the following characteristics: **Urban Land – Sassafras – Chillum (USC)**. Purchaser may obtain further information by contacting a soil testing laboratory, the D.C. Department of Environmental Services, or the Soil Conservation Service of the U.S. Department of Agriculture. Seller makes no representation or warranty as to the soil characteristics of the Condominium.

25. **Designations.** In any designation used herein, reference to the masculine gender shall be deemed to include the feminine gender wherever appropriate, and the plural shall be substituted for the singular or the singular substituted for the plural in any place therein in which the context may require substitution.

26. **Captions.** The captions contained in this Agreement are for convenience only and are not to be considered as a material part hereof. Such captions are not intended in any way to limit or enlarge the terms or provisions of this Agreement.

27. **Addenda.** The Exhibits and any addenda attached hereto are hereby made a part hereof by this reference.

28. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which, when so executed, shall be considered an original.

29. **Purchaser's Right to Cancel.** Purchaser shall have a period of fifteen days within which to review the Condominium documents made available to Purchaser pursuant to the Condominium Act and applicable regulations. Notwithstanding any other provisions of this Agreement, Purchaser may elect, by written notice to Seller sent by registered mail (or personal delivery to Seller's office during business hours) at any time prior to midnight local time of the fifteenth (15th) day following the date of this Agreement (or receipt by Purchaser of a current Public Offering Statement, whichever is later), to terminate this Agreement, whereupon the Deposit shall be refunded to Purchaser and the parties hereto shall have no further rights or liabilities under this Agreement.

[Spanish Equivalent of Section 29]

29. **El Derecho del Comprador de rescindir el Acuerdo.** El Comprador tendra un periodo de quince dias para revisar los documentos Condominio que le seran proporcionado en cumplimiento de Ley de Condominios y de todo reglamento complementario. No obstante otra provision cualquiera de este Acuerdo, el Comprador puede elegir, por notificacion escrita al vendedor enviada por correo registrado (o entregada personalmente a la oficina del vendedor durante las horas de negocio) en cualquier momento antes de la medianoche, hora local, del decimoquinto

dia despues de la fecha de este Acuerdo o de haber recibido la declaracion corriente de oferta publica, segun cual sea la fecha mas tarde, deshacer este Acuerdo en cuyo caso el Deposito entero del Comprador le sera devuelto y los contratantes no tendran mas derechos ni obligaciones bajo este Acuerdo.

PURCHASER HEREBY REPRESENTS AND ACKNOWLEDGES THAT A TRUE AND CORRECT COPY OF THIS AGREEMENT WAS DELIVERED TO PURCHASER WITH ALL SPACES COMPLETED PRIOR TO EXECUTION; AND THAT PURCHASER HAS READ AND UNDERSTANDS EACH AND EVERY PORTION HEREOF.

PURCHASER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT AS SIGNED BY PURCHASER ALONE CONSTITUTES ONLY AN OFFER TO SELLER AND THAT THIS CONTRACT SHALL NOT BE BINDING UPON SELLER UNTIL EXECUTED BY AN OFFICER OF SELLER. THE SALESPERSON RECOMMENDING APPROVAL IS NOT SUCH AN AUTHORIZED AGENT. PURCHASER'S OFFER SHALL BE REVOCABLE ONLY BY WRITTEN NOTICE OF REVOCATION GIVEN TO AND RECEIVED BY SELLER PRIOR TO ACCEPTANCE BY SELLER.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first written above.

PURCHASER:

Social Security No. _____ [SEAL]

Social Security No. _____ [SEAL]

SELLER:

TWO SEVENTEENTH STREET, LLC

By: _____
Michael Tyler, Member

CO-BROKER (if any):

Company Name:

By: _____ Telephone: _____

Name: _____ Facsimile: _____

Address: _____

EXHIBIT A

Capitol Vista Condominium

SCHEDULE OF OPTIONAL EXTRAS

Note: Selection of optional extras must be made at the time of signing of the Purchase Agreement. No further selections or changes to selections will be permitted. **Payment of one hundred percent (100%) of the cost of optional extras must be paid at the time of selection; such payment is non-refundable pursuant to the Purchase Agreement.**

<u>ITEM</u>	<u>DESCRIPTION</u>
1.	_____
2.	_____
3.	_____
4.	_____
5.	_____
6.	_____
7.	_____
8.	_____



GENERAL ADDENDUM

Special provisions attached to and hereby made a part thereof, the Contract dated _____


on Lot _____, Block _____, Subdivision CAPITOL VISTA CONDOMINIUM,

located in 2 17th St WASHINGTON DC 20003

(Purchasers) _____

and (Sellers) TWO SEVENTEENTH STREET LLC

1. Seller agrees to pay \$5,000 towards closing costs at settlement, in exchange for the purchaser utilizing the settlement agent, Heritage Title.
2. Seller makes no representations to the unit owners or their guests in regards to noise, vibration, dust, debris or traffic throughout the complex before, during or after settlement occurs.
3. Each purchaser must obtain condo owners insurance (HO6 "for their unit" Policy) at the time of settlement. All parties acknowledge this information was shared.
4. Purchasers utilizing HPAP, DC Bond or NACA must provide an approval/commitment letter from such agency within Ten (10) days of contract ratification. Purchasers should have completed all required applications, education requirements and be fully approved by said agency prior to entering into this contract. Should Purchaser decide to pursue one of the above financing options at a later date the Seller reserves the right to void the contract or to renegotiate the price of the unit or credit amounts due.
5. The sales staff (Cornerstone Realty Group) makes no representations to the date that the Registration letter will be received from DCRA nor when the tax id numbers will be issued. All dates are estimates and not be deemed as factual.
6. The Purchaser and the Seller acknowledge and agree that the Agent (Cornerstone Realty Group) is not responsible or liable for the condition of the Unit or the common elements of the Condominium and that the Agent is not responsible or liable for either the Seller's or the Purchaser's performance of their respective obligations under this Agreement.
7. All visits to the site must be scheduled through the sales staff or purchaser's agent

Seller 

Purchaser _____

Seller _____

Purchaser _____

Date _____

Date _____

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

RE: 2 17th St. NE, WASHINGTON DC 20003 (Arlington)
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.

SELLER'S/LANDLORD'S DISCLOSURE (Initial)

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
(b) Records and reports available to the seller/landlord (check one below):
(c) 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.
(e) Purchaser/Tenant has received the pamphlet Protect Your Family From Lead in Your Home.
(f) Purchaser has (check one below):

AGENT'S ACKNOWLEDGMENT (Initial)

Agent has informed the seller/landlord of the seller's/landlord's obligations under 42 U.S.C. 4852d 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.

Signatures and dates for Seller/Landlord, Buyer/Tenant, and Agent.

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Inclusions/Exclusions Attachment to Listing Agreement Disclosure and/or Addendum
Property Address: 2 17th St NE, Washington DC 20003 (AU units)

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 type="checkbox"/>	<input type="checkbox"/>		Alarm System	<input type="checkbox"/>	<input type="checkbox"/>		Freezer	<input type="checkbox"/>	<input type="checkbox"/>		Satellite Dish
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Built-in Microwave	<input type="checkbox"/>	<input type="checkbox"/>		Furnace Humidifier	<input type="checkbox"/>	<input type="checkbox"/>		Storage Shed
<input type="checkbox"/>	<input type="checkbox"/>		Ceiling Fan	<input type="checkbox"/>	<input type="checkbox"/>		Garage Opener	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Stove or Range
<input type="checkbox"/>	<input type="checkbox"/>		Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>		w/ remote	<input type="checkbox"/>	<input type="checkbox"/>		Trash Compactor
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Clothes Dryer	<input type="checkbox"/>	<input type="checkbox"/>		Gas Log	<input type="checkbox"/>	<input type="checkbox"/>		Wall Oven
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Clothes Washer	<input type="checkbox"/>	<input type="checkbox"/>		Hot Tub, Equip,& Cover	<input type="checkbox"/>	<input type="checkbox"/>		Water Treatment System
<input type="checkbox"/>	<input type="checkbox"/>		Cooktop	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Intercom	<input type="checkbox"/>	<input type="checkbox"/>		Window A/C Unit
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>		Playground Equipment	<input type="checkbox"/>	<input type="checkbox"/>		Window Fan
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Disposer	<input type="checkbox"/>	<input type="checkbox"/>		Pool, Equip, & Cover	<input type="checkbox"/>	<input type="checkbox"/>		Window Treatments
<input type="checkbox"/>	<input type="checkbox"/>		Electronic Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>		Wood Stove
<input type="checkbox"/>	<input type="checkbox"/>		Fireplace Screen/Door	<input checked="" type="checkbox"/>	<input type="checkbox"/>		w/ ice maker				

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	_____ Date	_____ Seller	_____ Date
-----------------	---------------	-----------------	---------------

PART II. Inclusions/Exclusions Addendum

The Contract of Sale dated _____ between Seller _____ 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.

[Signature]

_____ Seller	_____ Date	_____ Buyer	_____ Date
_____ Seller	_____ Date	_____ Buyer	_____ Date

SELLER'S PROPERTY CONDITION STATEMENT
For Washington, DC

Property Address:

2 17th St NE, WASH DC 20003 (All units)

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? _____

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

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: _____

MA

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 Yes No Not Applicable
- Detectors Yes No Not Applicable
- Other Fixtures Yes No Not Applicable
- Or Appliances Yes No Not Applicable

If yes to any of the above, describe 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 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

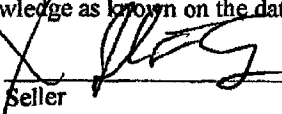
If yes, comments: _____

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

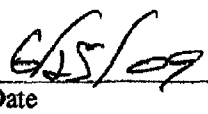
Yes No

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.



Seller



Date

Seller

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

Date

Buyer

Date



THIS NOTICE IS REQUIRED BY LAW AND IS NOT A CONTRACT.

THIS DISCLOSURE DOES NOT CREATE A BROKERAGE RELATIONSHIP.

Disclosure of Brokerage Relationship District of Columbia

Prior to providing specific real estate assistance, District of Columbia law requires that a licensee disclose to any party who the licensee does NOT represent the identity of the party to the proposed transaction which the licensee does represent. Even though a licensee may not represent you, that licensee must still treat you honestly in the transaction.

We, the undersigned Buyer(s)/Tenant(s) or Seller(s)/Landlord(s) acknowledge receipt of this Disclosure, and understand we are NOT represented by the licensee identified below.

BERNARD DELLARIO SP98362277 and CORNERSTONE REALTY GROUP
 (Licensee & License #) (Brokerage Firm)

The licensee and brokerage firm named above represent the following party in the real estate transaction:

Seller(s)/Landlord(s) (The licensee has entered into a written listing agreement with the seller(s) or landlord(s) or is acting as a sub-agent of the listing broker.)

Buyer(s)/Tenant(s) (The licensee has entered into a written agency agreement with the buyer/tenant.)

Designated Agent of the Buyer(s)/Tenant(s) or Seller(s)/Landlord(s)
 (Both the buyers and sellers have previously consented to "Designated Agency", and the licensee listed above is indicating the parties represented.)

 Acknowledged Date

 Acknowledged Date

Name of Person(s): _____
 I certify on this date that I, the real estate agent, have delivered a copy of this disclosure to the person(s) identified above.

 Signed (Licensee) Date

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RECEIPT OF PUBLIC OFFERING STATEMENT

Capitol Vista Condominium

The undersigned acknowledge(s) the I (we) have received the Public Offering Statement for **CAPITOL VISTA CONDOMINIUM**, located at 2 17th Street, SE Washington, District of Columbia

The Public Offering Statement is available online at
www.capitolvista.com

Click on the “*Documents*” tab then view, save or print the PDF file named Capitol Vista POS

Date: _____

Purchaser: _____

Purchaser: _____



Financial Information Sheet

This information is presented with the understanding that it may be used as a basis for the acceptance of a contract by the seller. The undersigned hereby authorizes the agent to disclose to the seller, seller's agents, dual agents cooperating agents and any lender all or any portion of the information sheet. Any misrepresentations, fraudulent entries and/or omissions on this form, which may adversely affect the Buyer's ability to qualify for a loan, may be used as a basis for legal action.

Buyer (Full Name) _____

Residence Phone () _____ Business Phone () _____ Other () _____

Present Address _____

Years at Present Address _____ Own \$ _____ PITI or Rent \$ _____ Per Month

Previous Address _____

Occupation (Position & Title) _____ # of Years _____

Place of Employment (Name & Address) _____

Previous Employer (Name & Address) _____ # of Years _____

Co-Buyer (Full Name) _____

Residence Phone () _____ Business Phone () _____ Other () _____

Present Address _____

Years at Present Address _____ Own \$ _____ PITI or Rent \$ _____ Per Month

Previous Address _____

Occupation (Position & Title) _____ # of Years _____

Place of Employment (Name & Address) _____

Previous Employer (Name & Address) _____ # of Years _____

GROSS ANNUAL INCOME :	Buyer	Co-Buyer	
Base Salary:	\$ _____	\$ _____	Buyer self-employed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime:	\$ _____	\$ _____	Co-Buyer self-employed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Bonuses:	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Commissions:	\$ _____	\$ _____	Are all buyers First Time MD Home Buyers?
Dividends:	\$ _____	\$ _____	*See Below for details
Net Rental Income:	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other:	\$ _____	\$ _____	Do all Buyers intend to occupy this property?
	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No Details: _____
TOTAL	\$ _____	\$ _____	# of Dependents _____
			Details: _____

ASSETS:

Present Residence (if owned): Mkt. Value \$ _____ Mtg. Balance(s) \$ _____ Lender(s) _____

Checking \$ _____ Bank _____

\$ _____ Bank _____

Savings \$ _____ Bank _____

\$ _____ Bank _____

Credit Union \$ _____ Bank _____

Stocks \$ _____ Bonds \$ _____ Life Insurance-Cash \$ _____ Face Value \$ _____

Other Assets: (Specify) _____

LIABILITIES: (Outstanding obligations including auto, mortgage(s), credit card(s), personal loan(s) and/or cosigned loans and all other obligations.)

Type	Creditor's Name	Unpaid Balance	Payoff Date	# of Payments Remaining	Monthly Payment
_____	_____	\$ _____	_____	_____	\$ _____
_____	_____	\$ _____	_____	_____	\$ _____
_____	_____	\$ _____	_____	_____	\$ _____
TOTAL		\$ _____	_____	_____	\$ _____

Additional Monthly Obligations: Alimony \$ _____ Child Support \$ _____ Child Care \$ _____

USE REVERSE SIDE FOR DETAILS OR ADDITIONS

- Has any buyer ever declared bankruptcy? Yes No If yes, explain on reverse side.
- Are there any outstanding judgments, lawsuits or tax liens current: Yes No Amount \$ _____
(If yes, use reverse side for details.)
- Are you aware of any factors or conditions that could adversely affect any buyers ability to obtain a mortgage loan? Yes No
(If yes, use reverse side for details.)
- Is any part of the down payment or settlement costs being obtained from a source other than from assets listed above? Yes No
(If yes, use reverse side for details.)

I (we) certify that I (we) are over the age of majority and that the above information is true and accurate to the best of my (our) knowledge and by my (our) signature(s) acknowledge receipt of this financial information sheet.

Buyer Co-Buyer

Date Date

- First-time Maryland home buyer means an individual who has never owned in the State, residential real property that has been the individual's principal residence, which will be occupied by the buyer as the buyer's principal resident. The buyer can also be a co-maker or guarantor of a purchase money mortgage or deed of trust so long as the co-maker or guarantor will not occupy the residence.