

1700 KALORAMA LOFTS, A CONDOMINIUM

LIMITED CONDOMINIUM WARRANTY

1700 Kalorama Condominium LLC (“Declarant”) warrants to _____ (the “Owner”), as the owner of Unit No. ____ (the “Unit”), in the 1700 Kalorama Lofts, a Condominium (the “Condominium”), that the Declarant shall repair or replace (at Declarant’s sole option) any defect in the structural elements of the Unit (as defined in the Condominium Declaration) for a period of two years from the date on which such Unit is conveyed to the Owner and the Declarant shall repair or replace (at Declarant’s sole option) any defect in the structural elements of the Common Elements (as defined in the Condominium Declaration) for a period of two years from the later of (i) the date, as to each of the Common Elements, on which such Common Element is completed, or (ii) the date on which the first Unit in the Condominium is conveyed, subject to the terms and conditions hereinafter set forth.

A “structural defect” shall mean a defect in a component that constitutes any Unit or portion of the Common Elements that reduces the stability or safety of the structure below standards commonly accepted in the real estate market, or restricts the normally intended use of all or part of the structure and which requires repair, renovation, restoration, or replacement.

IN ALL OTHER RESPECTS, THE UNIT IS SOLD IN AN “AS IS” CONDITION AND THE DECLARANT MAKES NO OTHER WARRANTIES OR UNDERTAKINGS EXCEPT AS HEREIN SET FORTH, AND NO WARRANTY SHALL BE IMPLIED.

This Warranty is made pursuant to the requirements of §42-1903.16 of Chapter 19 of Title 42 of the District of Columbia Code, as amended (the “Condominium Act”), and Declarant’s obligations under this Warranty shall not be construed to exceed the obligations imposed by §42-1903.16 of the Condominium Act with respect to the Warranty against structural defects in a conversion condominium. This Warranty is deemed to be “as is” as such term is defined in §42-1903.16(c) of the Condominium Act.

This Warranty shall not be construed to make the Declarant responsible for any items of maintenance relating to the Unit or the Common Elements.

Declarant does not warrant, and shall not be liable under this Warranty for any of the following:

- (a) Loss or damage with respect to any claim of defect, unless written notice thereof shall have been given by a representative of the Unit Owners Association (as defined in the Condominium Bylaws) or the affected Unit Owner to the Declarant or its appointed legal representative within the warranty period specified by the Act.
- (b) Loss or damage caused by defects or defective design or materials supplied by any Unit Owner or installed under his or her direction.
- (c) Any secondary damage caused by defects including personal injury or injury or damage to personal property.
- (d) Normal wear and tear or deterioration of any portion of the Condominium.
- (e) Loss or damage resulting from condensation due to failure of any Unit Owner or the Unit Owners Association to maintain adequate heating and/or ventilation.
- (f) Loss or damage occasioned by the negligence, improper maintenance, repair or operation or alteration by parties other than the Declarant, its subcontractors or agents, with respect to the structure, system equipment, appliance, or fixtures in the Units or the Common Elements.
- (g) Accidental loss or damage including, but not limited to, damage resulting from fire, explosion, smoke, escape of water, changes, not reasonably foreseeable, in the level of water in the water table, glass breakage, windstorm, hail, lightning, falling trees, aircraft, motor vehicles, flood, earthquake, civil commotions, insects, soil movement, or any other acts of God.
- (h) Loss or damage due to the failure of the Unit Owners Association or the Unit Owner to keep and maintain the Condominium or the Unit in good condition and repair, including, but not limited to, the changing of air conditioning filters, the lubrication or air conditioning and heating equipment, the draining of hot water heaters, the clearing of all exterior terrace and balcony drains, and the cleaning of dryer vents, all as necessary.
- (i) Stoppage in the plumbing system caused by misuse by the Unit Owners, their tenants, or guests.
- (j) Cracks, popping nails, floor squeaks and other effects of normal settlement, expansion, contraction or warping of materials that occur in walls, floors, ceiling, doors, windows and the like.
- (k) Defects or smudges in painted surfaces, including cracks or peeling paint, chipping of porcelain in any item of equipment, chipping of tile, granite or marble, excess grouting on tiles, granite or marble, torn or defective screens or broken glass, defects in operating plumbing fittings on the plumbing fixtures, hardware, shades, blinds, awnings, kitchen equipment (including appliances), electrical switches or outlets.

(l) Loss or damage to carpet, walls, wall coverings, or light fixtures caused by move-ins, move-outs, or heavy traffic by potential purchasers.

(m) Loss or damage caused by air or water infiltration around windows and doors.

(n) Noise between units and floors.

(o) Defects in floors, including squeaks, cracks or gaps.

(p) Defects resulting from the shrinkage or swelling of wood surfaces, including molding and caulking.

This Warranty cannot be modified except in writing.

In the event any provision of this Warranty is deemed by a court of competent jurisdiction to be unenforceable, that determination will not affect the enforceability of the remaining provisions. This Warranty is to be binding upon and personal to the Declarant and the party or parties named above. This Warranty is to be interpreted and construed in accordance with the laws of the District of Columbia.

This Warranty is not assignable.

Each and every one of the Warranties herein made by the Declarant should be considered as limited warranties, both as to scope and duration.

This Warranty shall not be construed to make the Declarant responsible for any items of maintenance relating to the Unit or the Common Elements.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed as of the ____ day of _____, _____.

DECLARANT:

1700 Kalorama Condominium LLC,
a District of Columbia limited liability company

By: RWN Development Group, LLC,
a Maryland limited liability company, as
Manager

By: _____
Richard W. Naing, Manager

Subscribed and sworn to before me this ____ day of _____, _____.

Notary Public

My Commission expires: _____