

**COMPASS**

**1111 24<sup>th</sup> STREET, NW #67  
WASHINGTON, DC 20037**

**DISCLOSURE PACKET**

**CH**

**CHAUVIN | HOUSE**

<b>Brad House</b>	<b>571.344.0203</b>
<b>Patrick Chauvin</b>	<b>202.256.9595</b>
<b>DJ Gerrish</b>	<b>207.739.0217</b>



### Jurisdictional Disclosure and Addendum to the Sales Contract for Washington, DC (Recommended for the Listing Agreement and required for the GCAAR Sales Contract)

The Contract of Sale dated \_\_\_\_\_ between \_\_\_\_\_ (Buyer) and DAVID HELFRICH (Seller)  
 for the purchase of the real property located at  
 Address 1111 24th St NW #67 Unit# \_\_\_\_\_  
 City Washington State DC Zip Code 20037-1405, Parking Space(s) # P2-51  
 Storage Unit # \_\_\_\_\_ with the legal description of Lot \_\_\_\_\_ Block/Square \_\_\_\_\_ Section \_\_\_\_\_  
 Subdivision/Project Name WEST END Tax Account # \_\_\_\_\_  
 is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Contract.

**PART I. SELLER DISCLOSURE - AT TIME OF LISTING:**

The information contained in this Disclosure was completed by Seller, is based on the Seller's actual knowledge and belief, and is current as of the date hereof.

1. **SELLER DISCLOSURE:** Pursuant to D.C. Code §42-1301, Seller is exempt from property condition disclosure.

Yes  No DA/BSS

2. **DC SOIL DISCLOSURE REQUIREMENTS:** The characteristic of the soil on the 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 URBAN LAND NOT RATED

For further information, 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.

3. **TENANCY:** Seller represents that property  is/was OR  is not/was not subject to an existing residential lease or tenancy at the time Seller decided to sell. District of Columbia broadly defines a tenant as "a tenant, subtenant, lessee, sublessee, or other person entitled to the possession, occupancy, or the benefits of any rental unit within a housing accommodation." If applicable, the DC Tenancy Addendum is hereby provided.

4. **CONDOMINIUM/CO-OPERATIVE/HOMEOWNERS ASSOCIATION:** Seller represents that this Property  is OR  is not subject to a condominium, co-operative or homeowners association. If applicable, the following required addendum is attached:

- Condominium Seller Disclosure/Resale Addendum for DC,
- Co-operative Seller Disclosure/Resale Addendum for Maryland and the District of Columbia, or
- HOA Seller Disclosure/Resale Addendum for DC

5. **UNDERGROUND STORAGE TANK DISCLOSURE:** (Applicable to single family home sales only)

In accordance with the requirements of the District of Columbia Underground Storage Tank Management Act of 1990 [D.C. Code Section 8-113.02(g)], 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 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: N/A

6. **PROPERTY TAXES:** Future property taxes may change. To determine the applicable rate, see [https://www.taxpayerservicecenter.com/RP\\_Search.jsp?search\\_type=Assessment](https://www.taxpayerservicecenter.com/RP_Search.jsp?search_type=Assessment). 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/page/real-property-tax-credits-frequently-asked-questions-faqs>.

David Helfrich 4/5/2018  
 Seller Date  
 DAVID HELFRICH

Bradley Smith 4/5/2018  
 Seller Date  
 BRADLEY SMITH

**PART II. RESALE ADDENDUM**


The Contract of Sale dated \_\_\_\_\_, between Seller DAVID HELFRICH, BRADLEY SMITH and Buyer \_\_\_\_\_ is hereby amended by the incorporation of Parts I and II herein, which shall supersede any provisions to the contrary in the Contract.

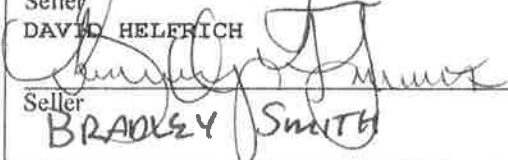
1. **SELLER DISCLOSURE:** Pursuant to D.C. Code §42-1302, prior to the submission of the offer, Buyer is entitled to a Seller's Disclosure Statement (if Seller is not exempt) and hereby acknowledges receipt of same.  Yes  No  Not applicable

2. **RECORDATION AND TRANSFER TAXES:** Rates vary with the sales price and based on property type. See <http://otr.cfo.dc.gov/service/recorder-deeds-frequently-asked-questions-faqs>. In limited circumstances, an exemption from Recordation Tax may be available to Buyer, if Buyer meets the requirements for the Lower Income Home Ownership Exemption Program ("Tax Abatement Program"). See below for additional information. Unless otherwise negotiated, the following will apply:

- A. **Real Property:** Recordation Tax will be paid by Buyer and Transfer Tax will be paid by Seller.
- B. **Co-operatives:** The Economic Interest Deed Recordation Tax will be split equally between Buyer and Seller. There is no Transfer Tax for Co-operatives.
- C. **Tax Abatement Program:** Additional information (including the required Application Form) for the Tax Abatement Program can be obtained at: [http://otr.cfo.dc.gov/sites/default/files/dc/sites/otr/publication/attachments/sharp%40dc.gov\\_20140909\\_110358.pdf](http://otr.cfo.dc.gov/sites/default/files/dc/sites/otr/publication/attachments/sharp%40dc.gov_20140909_110358.pdf). If Buyer meets the requirements of this program, Buyer will be exempt from Recordation Tax. Additionally, Seller shall credit Buyer an amount equal to what would normally be paid to the District of Columbia as Seller's Transfer Tax to be applied towards Buyer's settlement costs. This credit shall be in addition to any other amount(s) Seller has agreed to pay under the provisions of this Contract. It is Buyer's responsibility to confirm with Lender, if applicable, that the entire credit provided for herein may be utilized. If Lender prohibits Seller from payment of any portion of this credit, then said credit shall be reduced to the amount allowed by Lender. Buyer  is or  is not applying for the Tax Abatement Program.
- D. **First-Time Homebuyer Recordation Tax Credit:** Buyer  is or  is not a DC First-Time Homebuyer and may be eligible for a reduced recordation tax. It is the Buyer's responsibility to confirm their eligibility (See <https://otr.cfo.dc.gov/node/1272871>.)

3. The principals to the Contract mutually agree that the provisions hereof shall survive the execution and delivery of the Deed and shall not be merged herein.

 \_\_\_\_\_ 4/5/18 \_\_\_\_\_  
 Seller Date Buyer Date  
 DAVID HELFRICH

 \_\_\_\_\_ 4/5/2018 ✓ \_\_\_\_\_  
 Seller Date Buyer Date  
 BRADLEY SMITH



**Inclusions/Exclusions Disclosure and/or Addendum**  
 Required for use with GCAAR Listing Agreement & Sales Contract

**PROPERTY ADDRESS:** 1111 24th St NW #67, Washington, DC 20037-1405

**PERSONAL PROPERTY AND FIXTURES:** The Property includes the following personal property and fixtures, if 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, shutters, window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to herein, all surface or wall mounted electronic components/devices **DO NOT CONVEY**. The items checked below convey. If more than one of an item conveys, the number of items shall be noted in the blank.

**KITCHEN APPLIANCES**

- Stove/Range
- Cooktop
- Wall Oven
- Microwave
- Refrigerator
- w/ Ice Maker
- Wine Refrigerator
- Dishwasher
- Disposer
- Separate Ice Maker
- Separate Freezer
- Trash Compactor

**LAUNDRY**

- Washer
- Dryer

**ELECTRONICS**

- Alarm System
- Intercom
- Satellite Dishes

**LIVING AREAS**

- Fireplace Screen/Door
- Gas Log
- Ceiling Fans
- Window Fans
- Window Treatments

**WATER/HVAC**

- Water Softener/Conditioner
- Electronic Air Filter
- Furnace Humidifier
- Window A/C Units

**RECREATION**

- Hot Tub/Spa, Equipment & Cover
- Pool Equipment & Cover
- Sauna
- Playground Equipment

**OTHER**

- Storage Shed
- Garage Door Opener
- Garage Door Remote/Fob
- Back-up Generator
- Radon Remediation System
- Solar Panels
- \_\_\_\_\_
- \_\_\_\_\_

**EXCLUSIONS:** \_\_\_\_\_

**LEASED ITEMS, LEASED SYSTEMS & SERVICE CONTRACTS:** Leased items/systems or service contracts, including but not limited to: solar panels & systems, appliances, fuel tanks, water treatment systems, lawn contracts, pest control contracts, security system and/or monitoring, and satellite contracts **DO NOT CONVEY** unless disclosed here: \_\_\_\_\_

**CERTIFICATION:** Seller certifies that Seller has completed this checklist disclosing what conveys with the Property.

David Helfrich      4/5/18  
 Seller **DAVID HELFRICH**      Date

Bradley Smith      4/5/18  
 Seller **BRADLEY SMITH**      Date

**2. ACKNOWLEDGEMENT AND INCORPORATION INTO CONTRACT:** (Completed only after presentation to the Buyer)

The Contract of Sale dated \_\_\_\_\_ between Seller **DAVID HELFRICH** and Buyer \_\_\_\_\_ for the Property referenced above is hereby amended by the incorporation of this Addendum.

Seller (sign only after Buyer) \_\_\_\_\_ Date  
**DAVID HELFRICH**

Buyer \_\_\_\_\_ Date

Seller (sign only after Buyer) \_\_\_\_\_ Date

Buyer \_\_\_\_\_ Date



### Condominium Seller Disclosure/Resale Addendum for the District of Columbia (Recommended for the Listing Agreement and required for the GCAAR Contract)

Address 1111 24th St NW #67  
City Washington, State DC Zip 20037-1405 Parking Space(s) # P2-51  
Storage Unit(s) # \_\_\_\_\_ Subdivision/Project: WESTLIGHT

**PART I - SELLER DISCLOSURE:**

1. **CURRENT FEES AND ASSESSMENTS:** Monthly fees and assessments as of the date hereof amount respectively to:
- A. **Monthly Condominium Fee:** Potential Buyers are hereby advised that the present condominium fee for the subject unit and parking space or storage unit, if applicable, is \$ \$1,082.06 + \$15.72 (PS)
  - B. **Special Assessments:**  No  Yes (If yes, complete 1-4 below)
    - 1) Reason for Assessment: \_\_\_\_\_
    - 2) Payment Schedule: \$ \_\_\_\_\_ per \_\_\_\_\_
    - 3) Number of payments remaining \_\_\_\_\_ as of \_\_\_\_\_ (Date)
    - 4) Total Special Assessment balance remaining: \$ \_\_\_\_\_
  - C. **Utilities Included:** The following utilities are included in the Monthly Condominium Fee:
    - None  Water  Sewer  Heat  Electricity  Gas  Other \_\_\_\_\_

2. **PARKING AND STORAGE:** Parking Space(s) and Storage Unit(s) may be designated by the Association Documents as:
- 1) General Common Elements for general use (possibly subject to a lease or license agreement), 2) Limited Common Elements assigned for the exclusive use of a particular Condominium Unit, or 3) Conveyed by Deed and separately taxed. The following Parking and /or Storage Units convey with this property:
- Parking Space #(s) P2-51 LCC and it  is  is not Separately taxed. 06/855  
If Separately taxed: Lot W/A Square N/A, Lot \_\_\_\_\_ Square \_\_\_\_\_
- Storage Unit #(s) \_\_\_\_\_ and it  is  is not Separately taxed.  
If Separately taxed: Lot \_\_\_\_\_ Square \_\_\_\_\_, Lot \_\_\_\_\_ Square \_\_\_\_\_

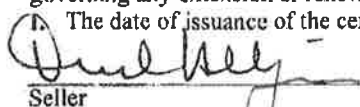

3. **MANAGEMENT AGENT OR AUTHORIZED PERSON:** The management agent or person authorized by the Condominium to provide information to the public regarding the Condominium and the Development is as follows:

Name: On-site Phone: (202) 730-8501  
Address: 1111 24th St, NW, WDC 20037

4. **CONDOMINIUM INSTRUMENTS AND CERTIFICATE OF CONDOMINIUM BOARD (Condo Docs):** This disclosure involves the resale of a condominium unit by a unit owner (i.e., the Seller) other than the declarant. Seller agrees to obtain from the unit owner's association and deliver to a Buyer, on or prior to the tenth (10th) business day following the ratification date of a Contract by a Buyer, a copy of the condominium instruments (i.e., recorded declaration, bylaws, plats and plans and all exhibits, schedules, DC Condominium Bill of Rights and Responsibilities, certifications and amendments to any of same) and a certificate setting forth the following:
- A. A statement, which need not be in recordable form, setting forth the amount of any unpaid assessments levied against the Unit;
  - B. If applicable, a statement, which need not be in recordable form, certifying to the Board's waiver of, or failure or refusal to exercise, any rights of first refusal or other restraints on free alienability of the Unit which may be contained in the Condominium instruments;
  - C. A statement of any capital expenditures approved by the unit owners' association within the current or succeeding 2 fiscal years;

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- D. A statement of the status and amount of any reserves for capital expenditures, contingencies, and improvements, and any portion of such reserves earmarked for any specified project by the Condominium Board;
- E. A copy of the statement of financial condition for the unit owners' association for the most recent fiscal year for which such statement is available, and the current operating budget, if any;
- F. A statement setting forth what insurance coverage is provided for all unit owners by the unit owners' association and a statement whether such coverage includes public liability, loss or damage, or fire and extended coverage insurance with respect to the Unit and its contents;
- G. A statement that any improvements or alterations made to the Unit or the limited common elements assigned thereto, by the Seller are not in violation of the condominium instruments;
- H. A statement of the remaining term of any leasehold estate affecting the Condominium or the Unit and the provisions governing any extension or renewal thereof; and
- I. The date of issuance of the certificate.


4/5/18
  
 Seller \_\_\_\_\_ Date \_\_\_\_\_ Seller BRADLEY SMITH Date \_\_\_\_\_  
 DAVID HELFRICH

**PART II - RESALE ADDENDUM:**

The Contract of Sale dated \_\_\_\_\_, between Seller DAVID HELFRICH / BRADLEY SMITH and Buyer \_\_\_\_\_ is hereby amended by the incorporation of Parts I and II herein, which shall supersede any provisions to the contrary in the Contract.


1. **TITLE:** Paragraph is amended to include the agreement of the Purchaser to take title subject to commonly acceptable easements, covenants, conditions and restrictions of record contained in Condominium instruments, and the right of other Unit owners in the Common Elements and the operation of the Condominium.

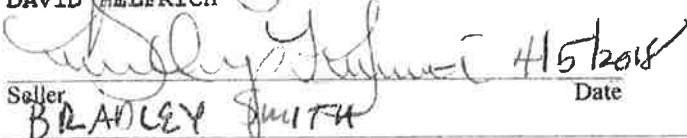
2. **PAYMENT OF FEES AND ASSESSMENTS:** Buyer agrees to pay such Monthly Fees and/or other Special Assessments as the Board of Directors or Association of the Condominium may from time to time assess against the Unit, Parking Space and Storage Unit (as applicable) for the payment of operating and maintenance or other proper charges. Regarding any existing or levied but not yet collected Special Assessments, Seller agrees to pay, at the time of Settlement, any Special Assessments as disclosed in the Current Fees and Assessments Paragraph unless otherwise agreed herein:  
BUYER TO PAY 2 month condo dues as Capital Contribution.

3. **CONDOMINIUM ASSOCIATION APPROVAL:** If this sale is subject to approval by or right of refusal of the Council of Unit Owners or Board Of Directors of the Condominium, in the event such approval is denied or such right of first refusal is exercised by such Council or Board, this Contract shall be null and void and the Buyer's deposit shall be refunded without delay or deduction there from.

4. **ASSUMPTION OF CONDOMINIUM OBLIGATIONS:** Buyer hereby agrees to assume each and every obligation of, to be bound by and to comply with the covenants and conditions contained in the Condominium instruments including the Condominium Bylaws and with the Rules and Regulations of the Condominium, as well as statutory insurance requirements (D.C. Official Code § 42-1901.01 *et seq.*), from and after the date of settlement hereunder.

5. **RIGHT TO CANCEL:** Buyer shall have the right for a period of three (3) business days following Buyer's receipt of the condominium documents and statements referred to in the Condo Docs Paragraph to cancel this Contract by giving Notice thereof to Seller. In the event that such condominium documents and statements are delivered Buyer on or prior to the ratification of this Contract by Buyer, such three (3) business day period shall commence upon ratification of this Contract. If the condominium documents and statements are not delivered to Buyer within the 10 business day time period referred to in the Condo Docs Paragraph, Buyer shall have the option to cancel this Contract by giving Notice thereof to Seller prior to receipt by Buyer of such condominium documents and statements. Pursuant to the provisions of this paragraph, in no event may the Buyer have the right to cancel this Contract after Settlement.


4/5/18
\_\_\_\_\_  
 Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_  
 DAVID HELFRICH


4/5/2018
\_\_\_\_\_  
 Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_  
 BRADLEY SMITH

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

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

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

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

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

I(We) consent to **Designated Representation**, acknowledging the broker/firm Compass Real Estate, may represent both the seller(s) and buyer(s) or landlords and tenants, and the sales associate, PATRICK CHAUVIN, license # SP97457 as the Designated Representative for the party indicated below:

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

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

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

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

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

Signed DAVID HELFRICH Date 4/5/18  
 Signed BRADLEY SMITH Date 4/5/2018

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**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.

PATRICK CHAUVIN SP97457 and COMPASS  
(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.)

[Signature] 4/5/18  
Acknowledged Date

[Signature] 4/5/2018  
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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