



Condominium Seller Disclosure/Resale Addendum for the District of Columbia

(Recommended for the Listing Agreement and required for the GCAAR Contract)

Address _____
 City _____, State _____ Zip _____
 Parking Space(s) # _____ Storage Unit(s) # _____ Subdivision/Project: _____

PART I – SELLER DISCLOSURE:

1. **CURRENT FEES AND ASSESSMENTS:** Fees and assessments as of the date hereof amount respectively to:
 - A. **Condominium Fee:** Potential Buyers are hereby advised that the present fee for the subject unit and parking space(s) and/or storage unit(s), if applicable, is:

Regular Fee:	\$	_____
Parking:	\$	_____
Storage:	\$	_____
Special Assessment:	\$	_____ (complete B below)
TOTAL:	\$	_____ per _____
 - Fee Includes:** The following are included in the Condominium Fee:
☐ Water/Sewer ☐ Heat ☐ Electricity ☐ Gas ☐ Other _____
 - B. **Special Assessment:** Potential Buyers are hereby advised that there ☐ is OR ☐ is not a special assessment either included in the Condominium Fee or separately levied. If applicable, complete 1-4 below.
 - 1) Reason for Special Assessment: _____
 - 2) Payment Schedule: \$ _____ per _____
 - 3) Number of payments remaining _____ as of _____ (Date)
 - 4) **Total Special Assessment balance remaining:** \$ _____
2. **PARKING AND STORAGE:** Parking Space(s) and Storage Unit(s) may be designated by the Condominium instruments as: general common elements for general use (possibly subject to a lease or license agreement); limited common elements assigned for the exclusive use of a particular unit; or separately taxed and conveyed by Deed. The following Parking Space(s) and/or Storage Unit(s) convey with this Property:

☐ Parking Space #(s) _____ ☐ is ☐ is not separately taxed. If separately taxed:
 Lot _____ Square _____, Lot _____ Square _____

☐ Storage Unit #(s) _____ ☐ is ☐ is not separately taxed. If separately taxed:
 Lot _____ Square _____, Lot _____ Square _____
3. **MANAGEMENT COMPANY OR AUTHORIZED AGENT:** The management company or agent authorized by the Condominium Association to provide information to the public regarding the Condominium is as follows:
 Name: _____ Phone: _____
 Email Address: _____
 Address: _____
4. **CONDOMINIUM INSTRUMENTS AND CERTIFICATE OF CONDOMINIUM (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, at Seller's expense, from the unit owners' association and Deliver to Buyer, on or prior to the tenth (10th) Business Day following the Date of Ratification, 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 the 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 unit owners' association'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 planned at the time of Settlement that are not reflected in the association's current operating budget;
- 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 of the status of any pending suits or any judgments to which the unit owners' association is a party;
- G. 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;
- H. 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;
- I. 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
- J. The date of issuance of the certificate.

Seller

Date

Seller

Date

PART II - RESALE ADDENDUM:

The Contract of Sale dated _____, between Seller _____ 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:** The Title paragraph of the Contract is amended to include the agreement of the Buyer to take title subject to easements, covenants, conditions and restrictions of record contained in the 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 Condominium Fees and/or other Special Assessments as the Board of Directors or Condominium Association may from time to time assess against the Unit and Parking Space(s) and/or Storage Unit(s), as applicable, for the payment of operating and maintenance or other proper charges. Seller agrees to pay any delinquent Fees and/or Special Assessments on or before Settlement Date. All violations of requirements noted by the Condominium Association against Seller shall be complied with by Seller and the Property conveyed free thereof. Regarding any existing or levied but not yet collected Special Assessments, Seller agrees to pay, at the time of Settlement, any Special Assessments unless otherwise agreed herein:

Costs of obtaining any statements of account from the Condominium Association and/or its related management company will be paid by Seller. Lender's condominium questionnaire fee and any transfer and/or set-up fees for the Condominium Association and/or its related management company will be paid by Buyer.

3. **CONDOMINIUM ASSOCIATION APPROVAL:** If this sale is subject to approval by or right of refusal of the unit owners' association or Condominium Board of Directors, in the event such approval is denied or such right of first refusal is exercised by such Association 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 and to be bound by and comply with the covenants and conditions contained in the Condominium instruments, including the Condominium bylaws and the Condominium rules and regulations, as well as statutory insurance requirements (D.C. Official Code § 42-1903.10), from and after the Settlement Date hereunder.

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