

Addendum to Contract for Residential Sale and Purchase

1 If initialed by all parties, the terms below will be incorporated into the Contract for Residential Sale and Purchase
2 between _____ ("Seller")
3 and _____ ("Buyer")
4 concerning the Property described as _____
5 _____

6 (____) (____) - (____) (____) **J. Homeowners' Association:** The Property is located in a community with a
7 voluntary mandatory (see the Disclosure Summary below) homeowners' association ("Association"). **Seller's**
8 warranty under Paragraph 8 of this Contract, risk of loss under Paragraph 9 of this Contract, or As Is with Right to
9 Inspect Addendum (if applicable) extend only to the Property and does not extend to common areas or facilities
10 described below.

11 **Notice:** Association documents may be obtained from the county record office or, if not a public record, from the
12 developer or Association manager. The Property may be subject to recorded restrictive covenants governing the use
13 and occupancy of properties in the community and may be subject to special assessments.

14 **1. Association Approval:** If the Association documents give the Association the right to approve **Buyer** as a
15 purchaser, this Contract is contingent on such approval by the Association. **Buyer** will apply for approval within
16 _____ days (5 days if left blank) after Effective Date and use diligent effort to obtain approval, including making
17 personal appearances and paying related fees if required. **Seller** and **Buyer** will sign and deliver any documents
18 required by the Association to complete the transfer. If **Buyer** is not approved, this Contract will terminate; and
19 **Buyer's** deposit(s) will be refunded unless this Contract provides otherwise.

20 **2. Right of First Refusal:** If the Association has a right of first refusal to buy the Property, this Contract is contingent
21 on the Association deciding not to exercise such right. **Seller** will, within 3 days after receipt of the Association's
22 decision, give **Buyer** written notice of the decision. If the Association exercises its right of first refusal, this
23 Contract will terminate, **Buyer's** deposit(s) will be refunded unless this Contract provides otherwise, and **Seller**
24 will pay broker's full commission at Closing in recognition that broker procured the sale.

25 **3. Fees:** **Buyer** will pay any application, transfer, and initial membership fees charged by the Association. **Seller** will
26 pay all fines imposed against the Property as of Closing and any fees the Association charges to provide
27 information about its fees or the Property and will bring maintenance and similar periodic fees and rents on any
28 recreational areas current as of Closing. If, after Effective Date, the Association imposes a special or other
29 assessment for improvements, work, or services, **Seller** will pay all amounts due before Closing and **Buyer** will
30 pay all amounts due on or after Closing. If special assessments may be paid in installments **Seller** **Buyer**
31 (**Buyer** if left blank) will pay installments due after Closing. If **Seller** is checked, **Seller** will pay the assessment in
32 full before or at Closing. **Seller** represents that he/she is not aware of any pending special or other assessment
33 that has been levied by the Association, except as follows: _____
34 _____

35 **Seller** represents that he/she is not aware of any pending special or other assessment that has been an item on
36 the agenda or reported in the minutes of the Association within 12 months before Effective Date ("Pending"),
37 except as follows: _____
38 _____

39 If special or other assessments, levied or Pending, exist as of Effective Date and have not been disclosed
40 above by **Seller**, then **Seller** will pay such assessments in full before or at Closing.

41 The following dues, maintenance, and/or fees are currently charged by the Association:

42 \$ _____ per _____ to _____
43 \$ _____ per _____ to _____
44 \$ _____ per _____ to _____

(See Continuation)

J. Homeowners' Association Addendum (Continued)

45 **4. Damage to Common Elements:** If any portion of the common elements is damaged due to fire, hurricane, or
46 other casualty before Closing, either party may cancel this Contract and **Buyer's** deposit(s) will be refunded if (i)
47 as a result of damage to the common elements, the Property appraises below the purchase price and either
48 the parties cannot agree on a new purchase price or **Buyer** elects not to proceed, or (ii) the Association
49 cannot determine the assessment attributable to the Property for the damage at least 5 days before
50 Closing, or (iii) the assessment determined or imposed by the Association attributable to the Property for the
51 damage to the common elements is greater than \$ _____ or _____% (1.5% if left blank) of the
52 purchase price.

53 **5. Disclosure Summary for Mandatory Associations:** IF THE DISCLOSURE SUMMARY REQUIRED BY
54 SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE
55 PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS
56 VOIDABLE BY **BUYER** BY DELIVERING TO **SELLER** OR **SELLER'S** AGENT OR REPRESENTATIVE
57 WRITTEN NOTICE OF THE **BUYER'S** INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF
58 THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY
59 PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. **BUYER'S** RIGHT TO VOID THIS
60 CONTRACT SHALL TERMINATE AT CLOSING.

61 **DISCLOSURE SUMMARY FOR (Name of Community):** _____

- 62 (a) AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER
- 63 OF A HOMEOWNERS' ASSOCIATION.
- 64 (b) THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND
- 65 OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
- 66 (c) YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE
- 67 SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ _____
- 68 PER _____. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS
- 69 IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF
- 70 APPLICABLE, THE CURRENT AMOUNT IS \$ _____ PER _____.
- 71 (d) YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY,
- 72 COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
- 73 (e) YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY
- 74 HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
- 75 (f) THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER
- 76 COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE
- 77 HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ _____
- 78 PER _____.
- 79 (g) THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE
- 80 APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
- 81 (h) THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND,
- 82 AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE
- 83 ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
- 84 (i) THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM
- 85 THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT
- 86 RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

87 **Buyer** acknowledges receipt of this Disclosure Summary before signing this Contract.

88 _____
89 **Buyer** Date **Buyer** Date

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page.