Comprehensive Rider to the Residential Contract for Sale and Purchase
This form is approved by the Florida Bar

If signed by all parties, the clauses below become part of the Florida Bar Residential Contract for Sale and Purchase between __________ (SELLER) and __________ (BUYER) regarding the Property located at
____

Buyer's Initials ___________ Seller's Initials ___________

A. CONDOMINIUM RIDER

1. CONDOMINIUM ASSOCIATION APPROVAL:
The Association's approval of Buyer (CHECK ONE): ☐ is ☐ is not required. If approval is required, this Agreement depends on Buyer receiving Association approval no later than ________ (or, if not filled in, 5 days) before Closing. Within ________ (or, if not filled in, 5) days from the Effective Date, Seller must start the approval process with the Association, and Buyer must also apply. Both Buyer and Seller agree to sign and provide any documents required by the Association to finalize the transfer of the Property, and both must use reasonable efforts to secure approval, including personal appearances if necessary. If the Buyer is not approved within the allowed time frame, the Agreement will be canceled, and the Buyer will receive a refund of the Deposit, releasing both Buyer and Seller from further responsibilities under this Agreement.

2. RIGHT OF FIRST REFUSAL:
(a) The Association (CHECK ONE): ☐ does ☐ does not hold a right of first refusal ("Right"). If the Association does have this Right, the Agreement is dependent on the Association either confirming in writing, within the time allowed, that it will not exercise the Right, or failing to act within the deadline. The Right is subject to the terms outlined in the Declaration of Condominium ("Declaration," including amendments).

(b) The members of the Association (CHECK ONE): ☐ do ☐ do not hold a Right. If members have this Right, the Agreement depends on them either giving written confirmation within the permitted time that they will not exercise the Right, or not acting within the deadline as set forth in the Declaration.

Buyer and Seller agree to provide all necessary signed documents and comply with the conditions required for the exercise of the Right. Both parties must use reasonable efforts to comply. If the Association and/or its members do not confirm in writing that the Right will not be exercised, or if the Right is timely exercised, the Agreement will be terminated, and Buyer's Deposit will be refunded, releasing both parties from further obligations.

If the Association or its members do exercise the Right, this Agreement ends, and Seller must still pay Broker the full commission at Closing in recognition of procuring the sale.

3. FEES; ASSESSMENTS; PRORATIONS; LITIGATION:
(a) Condominium Association assessments and Rents: Seller affirms that the current Association assessment(s) installment is/are
$ __________ due (CHECK ONE): ☐ monthly ☐ quarterly ☐ semi-annually ☐ annually

and that another Association assessment in the amount of
$ __________ is due (CHECK ONE): ☐ monthly ☐ quarterly ☐ semi-annually ☐ annually

and that the current recreation area rent, if any, is $ __________ due (CHECK ONE): ☐ monthly ☐ quarterly ☐ semi-annually ☐ annually

A. CONDOMINIUM RIDER (CONTINUED)

(a) All yearly assessments charged by the Association, along with any rent for recreational areas, must be brought current by the Seller at Closing. Buyer will reimburse Seller for any prepaid amounts.

(b) Fees: At Closing, Seller is responsible for paying all fines imposed against the Unit by the Condominium Association as of the Closing Date, as well as any charges required by the Association to provide information about the Property, assessments, or fees.

If the Property is also part of a Homeowners' Association, see Rider B (HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE) for more details on additional assessments and fees.

(c) Special Assessments and Prorations:
(i) Seller states that, to their knowledge, there are no special assessments or other charges imposed by the Association, nor have any been included in agendas or reported in Association minutes during the past twelve (12) months, except as follows: ______________________________

(ii) If any special assessments that are already levied or pending as of the Effective Date have been disclosed above and are payable in installments (CHECK ONE): ☐ Buyer ☐ Seller (default is Buyer if left blank), the party indicated will pay those installments that come due after Closing. If Seller is selected, Seller must pay the full balance of the assessment before or at Closing.

(iii) If special assessments levied or pending as of the Effective Date have **not** been disclosed above by Seller, then Seller must pay those assessments in full at or before Closing.

(iv) If the Association imposes a special assessment after the Effective Date for improvements, services, or work, Seller must pay it in full before or at Closing—provided it was disclosed in writing to Buyer prior to the Closing Date. If not disclosed in writing, Buyer will be responsible for installments due after Closing.

(v) If the Association imposes a special assessment after the Effective Date for work required **before** the Effective Date, Seller must pay the full balance of that assessment at or before Closing.

(d) Condo Conversion: Seller confirms that the Property being sold is not a residential condominium unit created from the conversion of an existing building under Florida law and the condominium documents described in Paragraph 5.

(e) Association Assets: Items such as Association reserve accounts, assets, or liabilities will not be prorated at Closing.

(f) Litigation: Seller represents that they are not aware of any pending or anticipated litigation concerning the Property or common elements, except as follows: ______________________________

---

4. SPRINKLER SYSTEM RETROFIT:

If, under Florida Statutes Section 718.112(2)(n), the Association has voted to waive retrofitting its fire sprinkler system or handrails/guardrails in the condominium units, then before Closing the Seller must provide Buyer with written notice of the Association's decision.

---

5. NON-DEVELOPER DISCLOSURE:

(CHECK ONE)

☐ **(a)** Buyer acknowledges receipt of current copies of the Declaration of Condominium, Articles of Incorporation of the Association, its Bylaws and Rules, the Association's most recent annual financial statement and annual budget, and the Frequently Asked Questions and Answers document, at least three (3) days (excluding

Saturdays, Sundays, and legal holidays) before signing this Contract.

☐ **(b)** This Agreement may be canceled by Buyer if written notice is given within three (3) days (excluding Saturdays, Sundays, and legal holidays) after the Contract is signed by Buyer and Buyer has received the following: a current copy of the Declaration of Condominium, the Association's Articles of Incorporation, Bylaws and Rules, the most recent annual financial statement and budget, and the Frequently Asked Questions and Answers document (if requested in writing). Any attempt to waive these cancellation rights is void. Buyer may extend Closing by up to three (3) days (excluding Saturdays, Sundays, and legal holidays).

A. CONDOMINIUM RIDER (CONTINUED)

After Buyer receives the Declaration, Articles of Incorporation, Bylaws, Association Rules, the latest annual financial statement and budget, and the Frequently Asked Questions and Answers document (if requested in writing), Buyer's right to cancel this Agreement will end at Closing, even if the 3-day period (excluding weekends and legal holidays) has not yet passed.

---

6. Buyer's Request for Documents:
Seller must, at Seller's cost, provide Buyer with current copies of the condominium documents listed in Paragraph 5 as well as the governance form required under Section 718.503(2)(a). Buyer (CHECK ONE): ☐ Requests ☐ Does not request (default is "requests" if left blank) these documents. If requested, Seller must immediately obtain and deliver the documents to Buyer. Buyer must reimburse Seller for any document fees, if applicable.

---

7. Buyer's Receipt of Documents:
(COMPLETE AND CHECK ONLY IF CORRECT) ☐ Buyer confirms receipt of the documents described in Paragraph 5, before signing this Agreement.

---

8. Common Elements; Parking:
The purchase includes the unit along with an undivided interest in the condominium's common elements and any limited common elements, as described in the Declaration. Seller's rights to the following assigned spaces or areas are included in the sale and will transfer to Buyer at Closing, subject to the Declaration:
Parking Space(s) # _______ ; Garage # _______ ; Other _______.

---

9. Alterations and Repairs:
The responsibilities described in Paragraphs 11 and 12 of this Agreement extend to include the Association's obligation to maintain and repair the common areas, limited common elements, or any other portion of the condominium property.

---

10. Milestone Inspection Report; Structural Integrity Reserve Study; Turnover Inspection Reports:

(a) Milestone Inspection: The Association (choose one):
☐ (i) Is not required and has not completed a milestone inspection under Section 553.899, F.S. (SEE PARAGRAPH 10(d) BELOW FOR BUYER'S VOIDABILITY RIGHTS); or
☐ (ii) Is not required to complete a milestone inspection under Section 553.899, F.S.; or
☐ (iii) Is required to complete a milestone inspection under Section 553.899, F.S., but has not done so.

(b) Turnover Inspection Report: The Association (choose one):
☐ (i) Is not required and has not completed a turnover inspection for inspections performed on or after July 1, 2023, as required by Sections 718.301(4)(p) and 718.301(4)(q), F.S. (SEE PARAGRAPH 10(d) BELOW FOR BUYER'S VOIDABILITY RIGHTS); or
☐ (ii) Is not required to complete a turnover inspection for inspections performed on or after July 1, 2023, as described in Sections 718.301(4)(p) and 718.301(4)(q), F.S.; or
☐ (iii) Is required to complete a turnover inspection for inspections performed on or after July 1, 2023, under Sections 718.301(4)(p) and 718.301(4)(q), F.S., but has not done so.

(c) Structural Integrity Reserve Study: The Association (choose one):
☐ (i) Is required to and has completed a structural integrity reserve study under Sections 718.103(28) and 718.112(2)(g), F.S. (SEE PARAGRAPH 10(d) BELOW FOR BUYER'S VOIDABILITY RIGHTS); or
☐ (ii) Is not required to complete a structural integrity reserve study under Sections 718.103(28) and 718.112(2)(g), F.S.; or