

Comprehensive Rider to the Residential Contract For Sale And Purchase

When signed by all parties, the following disclosure is acknowledged as having been provided to the Buyer before signing the Florida Bar Residential Contract For Sale And Purchase between _____ ("SELLER") and _____ ("BUYER") for the Property described as:

_____.

Buyer's Initials: _____

Seller's Initials: _____

B. HOMEOWNERS' ASSOCIATION / COMMUNITY DISCLOSURE

PART A. DISCLOSURE SUMMARY

If the disclosure summary required by Section 720.401, Florida Statutes, was not given to the prospective Buyer before signing this contract, the Buyer may cancel this agreement by delivering written notice to the Seller or Seller's agent/representative within 3 days of receiving the disclosure or before closing—whichever comes first. Any waiver of this right will be void. The Buyer's right to cancel ends upon closing.

BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL THEY HAVE RECEIVED AND READ THIS DISCLOSURE.

Disclosure Summary For: _____ (Name of Community)

1. As a property owner in this community, you will be required to join the Homeowners' Association ("Association").
2. Certain recorded restrictive covenants ("Covenants") will govern the use and occupancy of the properties.
3. You must pay Association assessments, which may be subject to periodic increases. Current amount: \$_____ per _____. You may also owe special assessments, which may also increase periodically.
4. You may also be required to pay special assessments to local government entities.
5. Failure to pay Association assessments could result in a lien against your property.
6. The Association may impose use restrictions on common areas, recreational amenities, or other facilities, which are binding on all members. If applicable, the Developer may still control the Association's Covenants.
7. Approval may be required for certain property uses or improvements.
8. This summary is for informational purposes only. Buyers should read the Covenants and other governing documents before purchase.
9. These documents are public record and may be obtained from the clerk of the court in the county where the property is located, or from the Developer if not yet recorded.

B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE (CONTINUED)**PART B.**

The Property is situated in a community with a compulsory homeowners' association or an association that may require payment of dues, charges, or place restrictions on the Property ("Association").

1. APPROVAL: The Association's consent for Buyer (CHECK ONE): ☐ *is* ☐ *is not* needed. If Association approval of this transaction or the Buyer is required, this Contract depends upon Association consent by no later than _____ (if left blank, then 5) days before Closing. Within _____ (if left blank, then 5) days after Effective Date, the Seller shall begin the approval procedure with Association. Buyer must pay any application and related fees, as applicable, unless specified otherwise in the Association governing documents or agreed to by the parties. Buyer and Seller shall complete and deliver any paperwork required by the Association, provide for interviews or personal appearances, if requested, and use reasonable effort to promptly obtain Association approval. If consent is not obtained within the specified period above, Buyer may end this Contract and shall be refunded the Deposit, thereby releasing Buyer and Seller from all further duties under this Contract.

2. PAYMENT OF FEES, ASSESSMENTS, AND OTHER ASSOCIATION CHARGES:

(a) Buyer shall cover any application, initiation fee, contribution, and/or membership or other charges assessed by the Association under its governing documents or relevant Florida Statutes. If applicable, the current amount(s) is:

\$ _____ per _____ for _____ to _____

\$ _____ per _____ for _____ to _____

\$ _____ per _____ for _____ to _____

(b) If special or additional assessments imposed by the Association are in effect as of the Effective Date and prior to the Closing Date, and are due and payable in full prior to Closing Date, then Seller shall pay all such assessment(s) before or on Closing; or if any such assessment(s) may be paid in installments, then Seller must pay all installments due before Closing Date, prior to or at Closing, and (CHECK ONE:) ☐ Buyer ☐ Seller (if left blank then Buyer) shall pay installments due after Closing Date. If Seller is selected, Seller shall pay the assessment in full prior to or on the Closing Date.

(c) Seller shall cover, prior to or at Closing, all penalties assessed against the Seller or the Property by the Association which exist as of the Closing Date and any fees the Association charges to supply details about the Property, assessment(s), and fees.

The **Association or Management Company** to which assessments, special assessments, or rent/land use charges are owed and payable, is/are:

Contact Person _____	Contact Person _____
Phone _____	Phone _____
Email _____	Email _____

Additional contact information is available on the Association's website, which is:
www. _____