

Addendum to Contract for Residential Sale and Purchase

By signing this addendum, the parties confirm that the disclosure below was provided to the Buyer before signing the Contract for Residential Sale and Purchase, and the clauses below will be added to the Contract:

_____ (“Seller”) _____ (“Buyer”)
regarding the Property described as _____

(_____) (_____) (_____) (_____) J. Homeowners’ Association: The Property is part of a community with a voluntary ☐ or mandatory ☐ (see Disclosure Summary) homeowners’ association (“Association”). Seller’s warranty under Paragraph 8, risk of loss under Paragraph 9, or any “As Is with Right to Inspect” Addendum (if applicable) only applies to the Property itself and not to common areas or shared facilities.

1. **Disclosure:** Association documents can be obtained from the county records office or, if not publicly recorded, from the developer or Association manager. The Property may be subject to recorded restrictions on use, occupancy, and possible special assessments.
2. **Association Approval:** If the Association requires Buyer approval, this Contract depends on that approval. Buyer must apply within _____ days (5 days if left blank) from the Effective Date and make reasonable efforts to get approval, including providing paperwork and attending interviews. If the Association denies approval, this Contract ends, and Buyer’s deposit will be refunded (unless stated otherwise in the Contract).
3. **Right of First Refusal:** If the Association has a right of first refusal to buy the Property, this Contract depends on the Association waiving that right. Seller must notify Buyer within 3 days after receiving the waiver. If the Association chooses to buy, this Contract ends, Buyer’s deposit is refunded (unless stated otherwise), and Seller must pay the broker’s full commission.
4. **Fees:** Buyer will pay all application, transfer, and initial membership fees charged by the Association. Seller must pay all assessments billed before Closing and any fees the Association charges for required property/association information. Any recurring assessments already billed will be prorated as of the day before Closing. If unpaid, Buyer must cover the current assessment due at or after Closing. If Seller is behind on assessments, Seller must pay them before Closing (or Buyer may deduct the amount from what is owed to Seller at Closing). If Seller is current but a new invoice is issued for a period after Closing, Seller is not considered delinquent. Seller must pay any undisclosed assessments in full before or at Closing unless Seller declares below:

☐ Seller states he/she is not aware of any pending special or other assessments discussed in the Association’s agenda or minutes within the last 12 months before the Effective Date (“Pending”).

If such assessments exist as of the Effective Date and were not disclosed, Seller must pay them in full before or at Closing.

5. **Association Fees:** The following dues, maintenance, or fees are currently charged by the Association:
\$_____ per _____ to _____
\$_____ per _____ to _____
\$_____ per _____ to _____

\$ _____ per _____ to _____
\$ _____ per _____ to _____