



ADDENDUM TO SALES CONTRACT CONDOMINIUM



THIS ADDENDUM IS REQUIRED FOR USE WITH THE NAPLES AREA BOARD OF REALTORS® SALES CONTRACTS WHEN THE PROPERTY IS A CONDOMINIUM. PURSUANT TO SECTION 718.503, FLORIDA STATUTES, FAILURE TO INCLUDE THIS ADDENDUM IN A CONTRACT FOR A CONDOMINIUM COULD RESULT IN A CONTRACT THAT IS VOIDABLE BY BUYER PRIOR TO CLOSING.

This Addendum is to the Sales Contract entered into between:

("SELLER") _____ and

("BUYER") _____,
relating to the following described real property ("Property"):

The Property includes the unit being purchased and an undivided interest in the common elements and appurtenant limited common elements of the unit, as specified in the Declaration of Condominium. The Property is subject to the rules and regulations of a condominium association under Chapter 718, Florida Statutes.

Each prospective purchaser who has entered into a contract for the purchase of a condominium unit is entitled, at the SELLER's expense, to a current copy of all of the following: (1) the declaration of condominium; (2) articles of incorporation of the association; (3) bylaws and rules of the association (4) an annual financial statement and annual budget of the association; (5) a copy of the inspector-prepared summary of the milestone inspection report as described in Section 553.899, Florida Statutes, if applicable; (6) the association's most recent structural integrity reserve study or a statement that the association has not completed a structural integrity reserve study; (7) a copy of the inspection report described in Section 718.301(4)(p) and (q), Florida Statutes, for a turnover inspection performed on or after July 1, 2023; (8) the document entitled "Frequently Asked Questions and Answers" required by Statute 718.504, Florida Statutes; and (9) a copy of a governance form promulgated by the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation (collectively, "Association Documents").

BUYER, by execution of this Addendum, hereby requests a current copy of the above-referenced Association Documents, which SELLER shall pay for and provide at SELLER's expense.

Condominium Statutory Resale Disclosure: THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, A COPY OF THE MOST RECENT ANNUAL FINANCIAL STATEMENT AND ANNUAL BUDGET, AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL STATEMENT AND ANNUAL BUDGET AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. BUYER shall also be entitled to receive a copy of the Condominium Governance Form required by Florida Statutes, and the above stated right of BUYER to cancel this Contract shall apply to BUYER's receipt of said governance form in the same manner as applies to the other above-referenced Association Documents.

SELLER should contact the association to confirm the status of the below-referenced reports prior to completing this Addendum.

1. THE ASSOCIATION ☐ IS ☐ IS NOT REQUIRED TO HAVE A MILESTONE INSPECTION AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES. IF THE ASSOCIATION IS REQUIRED TO HAVE A MILESTONE INSPECTION, THE ASSOCIATION ☐ HAS ☐ HAS NOT HAD A MILESTONE INSPECTION.
2. THE ASSOCIATION ☐ IS ☐ IS NOT REQUIRED TO HAVE A STRUCTURAL INTEGRITY RESERVE STUDY. IF THE ASSOCIATION IS REQUIRED TO HAVE A STRUCTURAL INTEGRITY RESERVE STUDY, THE ASSOCIATION ☐ HAS ☐ HAS NOT COMPLETED A STRUCTURAL INTEGRITY RESERVE STUDY.
3. THE ASSOCIATION ☐ IS ☐ IS NOT REQUIRED TO HAVE A TURNOVER INSPECTION REPORT FOR A TURNOVER INSPECTION PERFORMED ON OR AFTER JULY 1, 2023. IF THE ASSOCIATION IS REQUIRED TO HAVE A TURNOVER INSPECTION REPORT FOR A TURNOVER INSPECTION PERFORMED ON OR AFTER JULY 1, 2023, THE ASSOCIATION ☐ HAS ☐ HAS NOT COMPLETED A TURNOVER INSPECTION REPORT.

SELECT ONLY ONE BOX BELOW IF the association has completed a milestone inspection as described in Section 553.899, Florida Statutes, a turnover inspection report for a turnover inspection performed on or after July 1, 2023, or a structural integrity reserve study, the following disclosures are made:

- ☐ **A. THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES, IF APPLICABLE; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES, IF APPLICABLE; AND A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(26) AND 718.112(2)(g), FLORIDA STATUTES, IF APPLICABLE, MORE THAN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, BEFORE EXECUTION OF THIS CONTRACT.**
- ☐ **B. THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES, IF APPLICABLE; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES, IF APPLICABLE; AND A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(26) AND 718.112(2)(g), FLORIDA STATUTES, IF APPLICABLE. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES; OR A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(26) AND 718.112(2)(g), FLORIDA STATUTES, IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.**

If the association has completed a required milestone inspection, turnover inspection report for a turnover inspection performed on or after July 1, 2023, and/or structural integrity reserve study but no box is selected, B. shall apply.

If the Property is in a multi-parcel building, the following disclosure is provided pursuant to Section 718.407, Florida Statutes:

DISCLOSURE SUMMARY

THE CONDOMINIUM IN WHICH YOUR UNIT IS LOCATED IS CREATED WITHIN A PORTION OF A BUILDING OR WITHIN A MULTIPLE PARCEL BUILDING. THE COMMON ELEMENTS OF THE CONDOMINIUM CONSIST ONLY OF THE PORTIONS OF THE BUILDING SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP.

BUYER ACKNOWLEDGES ALL OF THE FOLLOWING:

- 1) THE CONDOMINIUM MAY HAVE MINIMAL COMMON ELEMENTS.**
- 2) PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM ARE OR WILL BE GOVERNED BY A SEPARATE RECORDED INSTRUMENT. SUCH INSTRUMENT CONTAINS IMPORTANT PROVISIONS AND RIGHTS AND IS OR WILL BE AVAILABLE IN PUBLIC RECORDS.**
- 3) THE PARTY THAT CONTROLS THE MAINTENANCE AND OPERATION OF THE PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM DETERMINES THE BUDGET FOR THE OPERATION AND MAINTENANCE OF SUCH PORTIONS. HOWEVER, THE ASSOCIATION AND UNIT OWNERS ARE STILL RESPONSIBLE FOR THEIR SHARE OF SUCH EXPENSES.**
- 4) THE ALLOCATION BETWEEN THE UNIT OWNERS AND THE OWNERS OF THE PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM OF THE COSTS TO MAINTAIN AND OPERATE THE BUILDING CAN BE FOUND IN THE DECLARATION OF CONDOMINIUM OR OTHER RECORDED INSTRUMENT.**

Right of First Refusal: If the association or membership has a right of first refusal to buy the Property pursuant to the Declaration of Condominium, this Contract is contingent upon the association or membership deciding not to exercise their right. SELLER will, within 5 days after receipt of the association or membership's decision, give BUYER written notice of the decision. If the association or membership exercises its right of first refusal, this Contract will terminate and BUYER's deposit(s) will be returned to BUYER.

Hazard Insurance: Upon BUYER's request, SELLER shall provide a copy of any and all insurance policies covering the Property and Association. BUYER is advised that BUYER may be required by BUYER's lender to provide a current hazard and liability insurance policy.

Assessments/Fines: All annual assessments levied by the association and rent on recreational areas, if any, shall be made current by SELLER at closing, and BUYER shall reimburse Seller for prepayments. SELLER shall, at closing, pay all fines imposed against the Property by the association as of closing and any fees the association charges to provide information about the Property, assessment(s) and fees.

Statutory Advisory: The Listing Broker and Buyer's Broker are not responsible for any errors or inaccuracies contained in the Association Documents.

Capitalized terms in the Addendum have the meaning ascribed to them in the Contract unless otherwise defined herein. THIS ADDENDUM TO SALES CONTRACT CONDOMINIUM IS INCORPORATED INTO THE CONTRACT AND MADE AN INTEGRAL PART THEREOF.

(Seller's Signature) (Date)

(Buyer's Signature) (Date)

(Seller's Signature) (Date)

(Buyer's Signature) (Date)

FEE DISCLOSURE:

The following information is provided for BUYER's reference, is not warranted by SELLER or broker, and is not required by statute. BUYER must verify the accuracy of the information below by referring to the Association Documents.

The current association fees, assessments and other association charges are as follows:

\$ _____ per _____ payable to _____
(Frequency)

\$ _____ per _____ payable to _____
(Frequency)

\$ _____ per _____ payable to _____
(Frequency)

\$ _____ per _____ payable to _____
(Frequency)

The association or management company to which the above-described fees, assessment, and other association charges are due and payable, is/are:

Association: _____	Mgmt. Co: _____
Contact Person: _____	Contact Person: _____
Phone: _____	Phone: _____
Email: _____	Email: _____
www. _____	www. _____

BUYER is advised that any Association Documents received by BUYER may not include important information about the community(ies) where the Property is located including, without limitation, pending foreclosures, types and amounts of insurance coverage, current budget and reserve amounts, and status of delinquent assessments; ownership, financial and membership status of private clubs, golf course(s), marina(s), and other amenities; the status of the developer(s) if the community or any portion thereof is developer controlled; and facts about the surrounding community(ies), school districts and public and government infrastructure plans.