



Alabama Community Association Disclosure Addendum

NOTICE: This is a legally binding document. If you do not understand any of the terms of this document, consult an attorney before signing.

This Addendum is attached to and made part of the Purchase Agreement dated _____
("Purchase Agreement"), regarding the property located at: _____
("Property"), between
Buyer(s) _____ ("Buyer") and Seller(s)
_____ ("Seller") (collectively, the "Parties").

I. ACCURACY AND ONGOING DISCLOSURE: Seller agrees to complete this Exhibit entirely and accurately and to ensure its continued accuracy through Closing, including completion of a revised copy of the Exhibit, if necessary. Seller shall ensure the accuracy of the disclosures made herein by verifying the same with the Association(s) and/or property manager.

II. TYPE OF ASSOCIATION: The Property is subject to the following type(s) of community associations ("Association"): *(Select all that apply.)*

- a) ☒ **Mandatory Membership Homeowners Association:** Buyer is responsible for payment of mandatory annual assessments. The total annual assessment paid to the Association is currently \$ 300 per year, to be paid in 1 installment(s).
- b) ☐ **Voluntary Membership Homeowners Association:** If Buyer chooses to become a member of the Association, Buyer shall be responsible for paying a total annual assessment of \$ _____ per year, to be paid in _____ installment(s).
- c) ☐ **Mandatory Membership Condominium Association:** The condominium has _____ total units. Buyer is responsible for payment of mandatory annual assessments. The total annual assessment paid to the Association is currently \$ _____ per year, to be paid in _____ installment(s).
- d) ☐ **Membership in a Master Association:** The Condominium or Homeowners Association is a member of a master Association. In addition to the fees listed above, Buyer shall be responsible for a total annual payment of \$ _____ per year, to be paid in _____ installment(s) to the master Association.
- e) ☐ **Age-Restricted Community:** The Community is age-restricted as follows:
 - i. ☐ 80% or more of units are occupied by at least one person who is age 55 or older.
 - ii. ☐ All units are occupied by persons who are age 62 and older.

III. SERVICES AND AMENITIES COVERED: The above-listed assessment(s) cover the following services and amenities:

- a) **For Property:**

☐ Cable/ Other TV	☐ Natural Gas	☐ Electricity	☐ Water
☐ Internet Services	☐ Hazard Insurance	☐ Flood Insurance	☐ Pest Control
☐ Termite Control	☐ Trash Services	☐ Lawn Care	
☐ Other: _____			
☐ Other: _____			
- b) **For Common Elements:**

☐ Hazard Insurance	☐ Flood Insurance	☐ Concierge/ Gate Attendant
☐ Road Maintenance	☐ Pool/ Sauna/ Hot Tub	☒ Common Area Utilities
☐ Tennis Court	☐ Golf Course	☐ Equestrian Facility
☒ Playground	☐ Exercise Facility	☐ Marina/ Boat Storage
☒ Other: <u>Lawn Care Maintenance</u>		
☒ Other: <u>Pond Maintenance / Bridge</u>		
☐ Other: _____		

IV. ADDITIONAL ASSOCIATION FEES

- a) ☐ **Other Mandatory Association Fees:** The Association assesses an additional fee for _____ . The fee is currently \$ _____ per year (amount varies if checked and left blank), to be paid in _____ installment(s).

- b) ☐ **Utilities:** The Association bills separately for the following utilities (*select all that apply*): ☐ Electric
☐ Water/ Sewer ☐ Natural Gas ☐ Cable/ Television Services ☐ Internet ☐ Other:
_____.

V. **SPECIAL ASSESSMENTS:** There ☐ is ☒ is not (*select one*) a special assessment which ☐ is currently owed, ☐ has been approved, or ☐ is under consideration (*select one*). (For the purposes of this section, a special assessment which has been voted upon and rejected or has not been disclosed to property owners is not "under consideration.") Seller's warranty regarding the full and accurate disclosure of special assessment(s) shall survive the Closing.

- a) If a special assessment is owed, has been approved, or is under consideration, select one:
☐ Currently owed or approved but unassessed in the amount of \$ _____.
☐ Under consideration in the estimated amount of \$ _____.
b) If Property is subject to an Association and a master Association, please indicate which entity the special assessment is to be rendered to: (*Select all that apply.*)
☐ Association ☐ Master Association
c) **Liability:** If the Seller fails to disclose or inaccurately discloses a special assessment which was owed, approved, or under consideration on or before the Effective Date of the Purchase Agreement, the Seller shall be liable to the Buyer for the portion that was not disclosed or was inaccurately disclosed.
d) **Special Assessment Payment:** The **Seller** shall be responsible for payment of any special assessment(s) or installation payment(s) thereof which are considered past due prior to or on the Closing Date. The **Buyer** shall be responsible for payment of any special assessment(s) or installation payment(s) thereof which are considered past due after the Closing Date.

VI. **LITIGATION:** To the extent known or not confidential, there ☐ is ☒ is not any ongoing or threatened litigation related to the Property, common areas/ amenities, or fund management in which the Association is involved.

If yes, please describe: _____
_____.

VII. **VIOLATIONS:** Seller ☐ has ☒ has not received any notice of violation from the Association(s), whether past or ongoing. If Seller has received such a violation, please describe, including date, nature of the alleged violation, steps taken to cure the violation, and outcome:

_____.

VIII. COSTS

- a) **Assessments:** The payment of regular assessments or installation payment(s) thereof which are past due prior to or on the Closing Date shall be assumed by **Seller**. The payment of such costs which are past due after the Closing Date shall be assumed by **Buyer**.
b) **Account Statement/ Clearance Letter:** The cost of any account statement or clearance letter, including any amounts required to be paid to obtain such document, shall be assumed by **Seller**. Seller shall pay for such document as required by the Closing Firm within two (2) business days of receipt of such request by Closing Firm.
c) **New Member/Transfer Fees, Etc.:** The cost of any initiation/ new member/ new account fee, capital contribution, one-time fee(s) associated with Closing, fee(s) to transfer equipment such as keys, gate openers, etc., or similar fee (collectively, "Transfer Fees") shall be assumed by **Buyer**, provided Buyer is given an accurate disclosure of the total amount of such fees below. Seller shall pay any amount in excess of the sum provided below.

*Seller warrants to Buyer that sum required under this section shall be no more than \$ _____.
(\$0 if left blank.)*

IX. MISCELLANEOUS

- a) **Future Fee Increases:** Association fees, charges, and/or assessments (collectively, "Fees") are subject to potential future increases. Buyer assumes the risk of increased Fees after the Closing Date.
b) **Outstanding Fees:** Other than otherwise provided herein, Seller shall pay all outstanding fees owed on the Property such that the property is sold free of any lien, encumbrance, or debt to the Association. This

shall include Seller move-out fees, foreclosure fees, and any other fees which the Association intends to be paid by the Seller.

- c) **Consent to Reveal Buyer Information:** By signing below, Buyer authorizes Closing Attorney to reveal Buyer's name and contact information to the Association from which the Attorney seeks a Closing Letter.

X. CONTACT INFORMATION

a) **Association Contact**

Name of Association: Community HOA Solutions
Contact Person/ Title: Rebecca Long
Property Management Company: _____
Mailing Address: PO Box 501 Dothan, AL 36302
Email Address: rlong@communityhoa.com
Website: www.communityhoa.com Telephone Number: 334-649-5867

b) **Master Association Contact**

Name of Association: _____
Contact Person/ Title: _____
Property Management Company: _____
Mailing Address: _____
Email Address: _____
Website: _____ Telephone Number: _____

XI. SIGNATURES

Joy Ann Cardin 5/9/14
SELLER SIGNATURE DATE

SELLER SIGNATURE DATE

BUYER SIGNATURE DATE

BUYER SIGNATURE DATE