



For use until March 31, 2027

**Alabama REALTORS® 2026
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 incorporated as part of the Purchase Agreement dated _____ between Buyer(s) _____ ("Buyer") and Seller(s) JOHNNY DUNAWAY ("Seller") (collectively, the "Parties") regarding the property located at or described as 628 CHARLSTON MILLS DR MIDLAND CITY AL 36350 ("Property"). The Parties agree as follows:

- I. **ACCURACY AND ONGOING DISCLOSURE:** Seller agrees to complete this Addendum entirely and accurately and to ensure its continued accuracy through Closing, including completion of a revised copy of the Addendum, if necessary. Seller will ensure the accuracy of the disclosures made in this Addendum by verifying the information 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 \$ 750.00 per year, to be paid in ONE 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 Homeowners or Condominium 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: _____
- ☐ 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 (*select one*) ☐ is ☒ is not a special assessment which (*select one*) ☐ is currently owed, ☐ has been approved, or ☐ is under consideration. (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 is 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: _____
Contact Person/ Title: _____
Property Management Company: _____
Mailing Address: _____
Email Address: _____
Website: _____ Telephone Number: _____

b) Master Association Contact

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

- XI. **INCORPORATION** – This Addendum will be incorporated as part of the above-referenced Purchase Agreement. All terms not modified by this Addendum will remain in full force.

SIGNATURES:

 _____ 6/5/2026
SELLER SIGNATURE DATE

SELLER SIGNATURE DATE

BUYER SIGNATURE DATE

BUYER SIGNATURE DATE