



Addendum to Contract for Residential Sale and Purchase

1 If initialed by all parties, the terms below will be incorporated into the Contract for Residential Sale and Purchase
 2* Between Charlene Rambeau and Michael Koshivas ("Seller")
 3* and _____ ("Buyer")
 4* concerning the Property described as 138 Villa Di Este Terrace, 204, Lake Mary, FL 32746
 5* _____

6* - **F. Condominium Association:** The Property is a condominium which is subject
 7 to the rules and regulations of a condominium association ("Association"). If the condominium property is subject to a
 8 master Homeowners' Association, also attach Homeowners' Association Addendum. **Seller's** warranty under
 9 Paragraph 8 of this Contract, risk of loss under Paragraph 9 of this Contract, and As Is with Right to Inspect
 10 Addendum (if applicable) extend to the unit and limited common elements appurtenant to the Property and not to any
 11 other common elements or any other property.

12 **1. Documents:** Seller will, at Seller's expense, deliver to Buyer the current and complete condominium documents
 13 (a current copy of the declaration of condominium, articles of incorporation, bylaws and rules of the association,
 14 and a copy of the most recent year-end financial information and frequently asked questions and answers document
 15* if so requested in writing) referenced in Paragraph 11 below. (If Buyer has already received the required
 16* documents, indicate receipt by initialing here: and indicate date of receipt here:
 17 _____.) If this Contract does not close, Buyer will immediately return the documents to Seller.

18 **2. Association Approval:** If the condominium declaration or bylaws give the Association the right to approve Buyer
 19* as a purchaser, this Contract is contingent on such approval by the Association. Buyer will apply for approval within
 20 0 days (5 days if left blank) after Effective Date and use diligent effort to obtain approval, including making
 21 personal appearances and paying related fees if required. Seller and Buyer will sign and deliver any documents
 22 required by the Association to complete the transfer. If Buyer is not approved, this Contract will terminate; and
 23 Buyer's deposit(s) will be refunded unless this Contract provides otherwise.

24 **3. Right of First Refusal:** If the Association has a right of first refusal to buy the Property, this Contract is contingent
 25 on the Association deciding not to exercise such right. Seller will, within 3 days after receipt of the Association's
 26 decision, give Buyer written notice of the decision. If the Association exercises its right of first refusal, this Contract
 27 will terminate, Buyer's deposit(s) will be refunded unless this Contract provides otherwise, and Seller will pay
 28 broker's full commission at Closing in recognition that broker procured the sale.

29 **4. Application / Transfer Fees:** Buyer will pay any application and/or transfer fees charged by the Association.

30* **5. Parking Space; Boat Slip; Storage Unit:** Seller will assign to Buyer at Closing parking space(s) #0 _____,
 31* boat slip(s) #0 _____, and storage unit(s) #0 _____.

32 **6. Fees:** Seller will pay all fines imposed against the unit as of Closing and any fees the Association charges to provide
 33 information about its fees or the Property and will bring maintenance and similar periodic fees and rents on any
 34 recreational areas current as of Closing. If after Effective Date, the Association imposes a special assessment for
 35* improvements, work, or services, Seller will pay all amounts due before Closing and Buyer will pay all amounts
 36 due on or after Closing. If special assessments may be paid in installments Seller Buyer (Buyer if left blank)
 37 will pay installments due after Closing. If Seller is checked, Seller will pay the assessment in full before or at
 38* Closing. Seller represents that he/she is not aware of any pending special or other assessment that has been levied
 39 by the Association, except as follows: N/A

40* _____
 41 **Seller** represents that he/she is not aware of any special or other assessment that has been an item on the agenda
 42* or reported in the minutes of the Association within 12 months before Effective Date ("Pending"), except as follows:
 43 N/A

44* _____
 45 If special or other assessments, levied or Pending, exist as of Effective Date and have not been disclosed above
 46 by Seller, then Seller will pay such assessments in full before or at Closing.

47* **Seller** represents that he/she is not aware of pending or anticipated litigation affecting the Property or the common
 48 elements, except as follows: N/A

F. Condominium Association Addendum (Continued)

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Seller represents that the current assessments, maintenance, and/or association fees are:
\$764 perMonth to Notting Hill
\$ per to
\$ per to

and that there is is not a recreation or land lease with the Property. If there is a recreation or land lease, the current payment is \$ per month.

7. Damage to Common Elements: If any portion of the common elements is damaged by fire, hurricane, or other casualty before Closing, either party may cancel this Contract and **Buyer's** deposit(s) will be refunded if (i) as a result of damage to the common elements, the Property appraises below the purchase price and either the parties cannot agree on a new purchase price or **Buyer** elects not to proceed, or (ii) the Association cannot determine the assessment attributable to the Property for the damage at least 5 days before Closing, or (iii) the assessment determined or imposed by the Association attributable to the Property for damage to the common elements is greater than \$ or % (1.5% if left blank) of the purchase price.

8. Sprinkler System: If the unit owners voted to forego retrofitting each unit with a fire sprinkler or other engineered life safety system, **Seller** will provide **Buyer**, before Closing, a copy of the Association's notice of the vote to forego retrofitting.

9. Hazard Insurance: After Closing **Buyer** may be required to provide the Association with evidence of a currently effective policy of hazard and liability insurance upon request of the Association.

10. Governance Form; Milestone Inspection Report; Structural Integrity Reserve Study:

(a) Governance Form: Pursuant to Chapter 718 F.S., Buyer is entitled to receive from Seller a copy of a governance form provided by the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation, summarizing governance of condominium associations.

(b) Milestone Inspection Report Summary: Pursuant to Section 718.503(2)(a)5, F.S., Buyer who has entered into this Contract is entitled to, at Seller's expense, to receive from Seller, before the sale of the Property, a copy of the inspector-prepared summary of the milestone inspection report, as described in Sections 553.899 and 718.301(4)(p), Florida Statutes, if (1) applicable and (2) the summary has been submitted to the Association.

(c) Structural Integrity Reserve Study: Pursuant to Section 718.503(2)(a)6, F.S., Buyer who has entered into this Contract is entitled, at Seller's expense, to receive from Seller, before the sale of the Property, a copy of the Association's most recent structural integrity reserve study or a statement that the Association has not completed a structural integrity reserve study.

11. Buyer Acknowledgement; Seller Disclosure: (Check whichever applies)

THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.

Buyer () () and Seller (CR) (MK) acknowledge receipt of a copy of this page.
CRSP-16xx (F. Condominium Association Addendum) Rev 2/24

F. Condominium Association Addendum (Continued)

* THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 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, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION 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 3 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 INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

87 **The Association or Management Company to which assessments, special assessments or recreation/land**
88 **lease fees are due and payable is/are:**

89 First Service Residential

90 **Contact Person** Joseph Adessa **Contact Person** _____

91 **Phone** 407-274-4848 **Phone** _____

92 **Email** Joseph.Adessa@fsresidential.com **Email** _____

93 **Additional contact information can be found on the Association's website, www.** _____

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