



# 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 Barbara Jayne Horvitz and Bruce C. Agee ("Seller")  
 3\* and \_\_\_\_\_ ("Buyer")  
 4\* concerning the Property described as 5340 Plantation Home Way, Port Orange, FL 32128  
 5\* \_\_\_\_\_

6\*   -   **J. Homeowners' Association:** The Property is located in a community with a  
 7\*  voluntary  mandatory (see the Disclosure Summary below) homeowners' association ("Association"). **Seller's**  
 8 **warranty** under Paragraph 8 of this Contract, risk of loss under Paragraph 9 of this Contract, or **As Is with Right to**  
 9 **Inspect Addendum** (if applicable) extend only to the Property and does not extend to common areas or facilities  
 10 described below.

11 **Notice:** Association documents may be obtained from the county record office or, if not a public record, from the  
 12 developer or Association manager. The Property may be subject to recorded restrictive covenants governing the use  
 13 and occupancy of properties in the community and may be subject to special assessments.

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

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

25 **3. Fees:** **Buyer** will pay any application, transfer, and initial membership fees charged by the Association. **Seller** will  
 26 pay all fines imposed against the Property as of Closing and any fees the Association charges to provide information  
 27 about its fees or the Property and will bring maintenance and similar periodic fees and rents on any recreational  
 28 areas current as of Closing. If, after Effective Date, the Association imposes a special or other assessment for  
 29 improvements, work, or services, **Seller** will pay all amounts due before Closing and **Buyer** will pay all amounts  
 30\* due on or after Closing. If special assessments may be paid in installments  **Seller**  **Buyer** (**Buyer** if left blank)  
 31 will pay installments due after Closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at  
 32\* Closing. **Seller** represents that he/she is not aware of any pending special or other assessment that has been levied  
 33 by the Association, except as follows: \_\_\_\_\_

34\* \_\_\_\_\_  
 35 **Seller** represents that he/she is not aware of any pending special or other assessment that has been an item on  
 36 the agenda or reported in the minutes of the Association within 12 months before Effective Date ("Pending"),  
 37\* except as follows: \_\_\_\_\_

38\* \_\_\_\_\_  
 39 If special or other assessments, levied or Pending, exist as of Effective Date and have not been disclosed above  
 40 by **Seller**, then **Seller** will pay such assessments in full before or at Closing.

41 The following dues, maintenance, and/or fees are currently charged by the Association:

42\* \$260 per 6 months to Tout Management  
 43\* \$ \_\_\_\_\_ per \_\_\_\_\_ to \_\_\_\_\_  
 44\* \$ \_\_\_\_\_ per \_\_\_\_\_ to \_\_\_\_\_

**J. Homeowners' Association Addendum (Continued)**

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

52 **5. Disclosure Summary for Mandatory Associations:** IF THE DISCLOSURE SUMMARY REQUIRED BY  
53 SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE  
54 PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE  
55 BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE  
56 OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE  
57 SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS  
58 VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT  
59 CLOSING.

60\* **DISCLOSURE SUMMARY FOR (Name of Community):** Port Orange Plantation

- 61 (a) AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER
- 62 OF A HOMEOWNERS' ASSOCIATION.
- 63 (b) THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND
- 64 OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
- 65 (c) YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE
- 66\*\* SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ 260 PER
- 67 6 months. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED
- 68\* BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE,
- 69 THE CURRENT AMOUNT IS \$ \_\_\_\_\_ PER \_\_\_\_\_.
- 70 (d) YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY,
- 71 COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
- 72 (e) YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY
- 73 HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
- 74 (f) THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER
- 75\* COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS'
- 76\* ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ \_\_\_\_\_ PER \_\_\_\_\_.
- 77 \_\_\_\_\_.
- 78 (g) THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE
- 79 APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
- 80 (h) THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND,
- 81 AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE
- 82 ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
- 83 (i) THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM
- 84 THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT
- 85 RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

86 **Buyer acknowledges receipt of this Disclosure Summary before signing this Contract.**

87\*

88 **Buyer** **Date** **Buyer** **Date**

89 **The Association or Management Company to which assessments, dues, and/or maintenance are due and**  
90 **payable is/are:**

91 Tout Management

92 **Contact Person** \_\_\_\_\_ **Contact Person** \_\_\_\_\_

93 **Phone** 386.767.5575 **Email** support@toutmgmt.c **Phone** \_\_\_\_\_ **Email** \_\_\_\_\_

94

95 **Additional contact information can be found on the Association's website, which is** www. \_\_\_\_\_

Buyer   and Seller   acknowledge receipt of a copy of this page.