



**SUGGESTED AGREEMENT FOR USE OF MEMBERS ONLY  
NORTHEAST FLORIDA ASSOCIATION OF REALTORS®, INC.**

**CONDOMINIUM RIDER  
WHICH IS LETTERED ADDENDUM \_\_\_\_\_ OF PARAGRAPH 18 AND PART OF  
THAT CERTAIN DEPOSIT RECEIPT AND PURCHASE AND SALE AGREEMENT**

\_\_\_\_\_ (SELLER) and \_\_\_\_\_ (BUYER) agree that the following provisions shall be made a part of that certain Contract for Sale and Purchase of the real property legally described as \_\_\_\_\_ of \_\_\_\_\_ (Unit), a Condominium.  
(specific unit number) (name of condominium)

**INTERPRETATION.** Where this addendum is in conflict with the terms of the Purchase and Sale Agreement, the conditions contained herein will govern.

1. **APPROVAL:** This contract is subject to and contingent upon BUYER and/or the transaction being approved by the Condominium Association (Association) which governs the Unit, where required by the Declaration of Condominium or other Condominium Documents. BUYER shall make application for such approval within \_\_\_\_\_ days from the effective date of the Contract. In the event BUYER or the transaction is not approved, this Contract shall terminate and BUYER shall be refunded any deposit(s) made unless otherwise specified. BUYER and SELLER shall make all reasonable efforts, including any required personal appearances, to obtain Association approval.
2. **TRANSFER FEE:** BUYER agrees to pay any application fee or transfer fee charged by the Association in connection with the purchase of the Unit.
3. **RECREATION OR LAND LEASE:** SELLER represents that there **(check (1) or (2))**: (1)  is (2)  is not a recreation or land lease associated with the Condominium or its facilities. If there is a recreation or land lease, the cost is \$ \_\_\_\_\_ per \_\_\_\_\_ payable to \_\_\_\_\_.
4. **MAINTENANCE FEES; OTHER ASSESSMENTS:** SELLER represents that the maintenance fees and any other fees and assessments levied against the Unit by the Association or in accordance with the Condominium Documents are, as of the date of this Contract, as follows:
 

(a) maintenance	\$ _____	per _____	payable to _____
(b) special assessment	\$ _____	per _____	payable to _____
(c) other	\$ _____	per _____	payable to _____

SELLER shall pay all fees and assessments that are due and owing as of the date of closing, and BUYER shall reimburse SELLER for any prepayment of same. Fees and assessments pending or not yet due and owing as of the date of closing shall be the obligation of BUYER. Upon written request by BUYER, SELLER agrees to provide BUYER, prior to closing, with a written statement which accurately reflects the outstanding balance of the above special assessments, which shall become the obligation of BUYER. SELLER is unaware of any pending assessments, unless specified otherwise:

5. **RESERVE ACCOUNTS:** There shall be no proration of the reserve accounts held by the Association.
6. **PARKING/STORAGE:** SELLER'S right and interest in or to the use of the below described space(s) and area(s) are included in the sale of the Unit and shall be deemed to be assigned to BUYER at closing, subject to Association rules and regulations.
 

(a) parking space number(s)	_____
(b) storage space/locker number(s)	_____
(c) other	_____
7. **INSPECTIONS:** It is agreed that BUYER's inspection rights and SELLER's obligations regarding repairs, if any, are limited to the individual Unit being purchased.
8. **NON-DEVELOPER RESALE DISCLOSURE: (CHECK (1) OR (2)):**
  - (1)  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.
  - (2)  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.
9. **CONDOMINIUM DOCUMENTS REQUEST:** BUYER requests a current copy of the Declaration of Condominium, Articles of Incorporation, Bylaws, Rules of the Association, the Question and Answer Document and the most recent year-end Financial Information provided for in section 718.504, Florida Statutes. In the event this transaction does not close, BUYER agrees to immediately return to SELLER the above described documents intact and in the same condition as received by BUYER, or replacement cost will be deducted from binder deposit.
10. If, pursuant to Section 718.11(2)(1), F.S., the Association has voted to forego retrofitting its fire sprinkler system for the Condominium units, SELLER shall furnish to BUYER, prior to closing, the written notice of Association's vote to forego such retrofitting.
11. **ADDITIONAL TERMS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BUYER	Date	SELLER	Date
BUYER	Date	SELLER	Date

BUYER acknowledges receiving on the date indicated below the Condominium Documents described in paragraph 9 above.

BUYER	Date	BUYER	Date
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