

H.O.A. CONDOMINIUM / PLANNED COMMUNITY ADDENDUM

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- 1. Seller: Daniel J. Murphy, Rozanne M. Murphy
- 2. Buyer: _____
- 3. Premises Address: 28159 N. 128th Dr., Peoria, AZ 85383
- 4. Date: _____

- 5. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above
- 6. referenced Premises.
- 7. If the Premises are located within a homeowner's association or a condominium/planned community:
- 8. Dues and Fees: The current regular association dues are: \$ 177.00 monthly, or \$ _____ / _____ ;
- 9. Additional homeowner's association fees are: \$ _____ monthly, or \$ _____ / _____ ;
- 10. Any current homeowner's association assessment which is a lien as of Close of Escrow to be:
- 11. paid in full by Seller prorated and assumed by Buyer.
- 12. Any assessment that becomes a lien after the Close of Escrow is the Buyer's responsibility.
- 13. Any transfer fees charged by a homeowner's association(s) shall be paid by Seller Buyer Other _____ .
- 14. Any inspection, certification or resale disclosure statement fee charged by the HOA for the cost of providing the resale information
- 15. required by law shall be paid by Seller.
- 16. Other Fees: A homeowner's association may require fees, deposits or other payment at COE. These charges vary and may be labeled
- 17. as community reserve, asset preservation, capital reserve, working capital, community enhancement or future improvement fees,
- 18. payments, deposits or otherwise. Any of these fees or deposits or similar payment required by a homeowner's association
- 19. upon the conveyance of the Premises shall be paid by Seller Buyer Other _____ .
- 20. If the homeowner's association has less than 50 units, no later than ten (10) days after Contract acceptance, the Seller shall provide
- 21. in writing to Buyer the information described below as required by Arizona law.
- 22. If the homeowner's association has 50 or more units, Seller shall furnish notice of pending sale that contains the name and address
- 23. of the Buyer to the homeowners' association within five (5) days after Contract acceptance and pursuant to Section 3d of the Contract
- 24. has instructed Escrow Company to provide such notice on Seller's behalf. The association is obligated by Arizona law to provide the
- 25. information described below to Buyer within ten (10) days after receipt of Seller's notice.
- 26. Buyer is allowed five (5) days after receipt of the information from the Seller or homeowner's association to provide written notice to
- 27. Seller of any items disapproved.

28. _____ MO/DA/YR _____ MO/DA/YR
 BUYER'S SIGNATURE BUYER'S SIGNATURE
 29. Daniel J. Murphy Rozanne M. Murphy
 SELLER'S SIGNATURE SELLER'S SIGNATURE
4-14-09 4-14-09
 MO/DA/YR MO/DA/YR

30. Information required by law to be provided:
- 31. 1. A copy of the bylaws and the rules of the association.
 - 32. 2. A copy of the declaration of Covenants, Conditions and Restrictions ("CC&Rs").
 - 33. 3. A dated statement containing:
 - 34. (a) The telephone number and address of a principal contact for the association, which may be an association manager, an association management company, an officer of the
 - 35. association or any other person designated by the board of directors.
 - 36. (b) The amount of the common regular assessment and the unpaid common regular assessment, special assessment or other assessment, fee or charge currently due and
 - 37. payable from the Seller.
 - 38. (c) A statement as to whether a portion of the unit is covered by insurance maintained by the association.
 - 39. (d) The total amount of money held by the association as reserves.
 - 40. (e) If the statement is being furnished by the association, a statement as to whether the records of the association reflect any alterations or improvements to the unit that violate the
 - 41. declaration. The association is not obligated to provide information regarding alterations or improvements that occurred more than six years before the proposed sale. Seller remains
 - 42. obligated to disclose alterations or improvements to the Premises that violate the declaration. The association may take action against the Buyer for violations apparent at the time of
 - 43. purchase that are not reflected in the association's records.
 - 44. (f) If the statement is being furnished by the Seller, a statement as to whether the Seller has any knowledge of any alterations or improvements to the unit that violate the declaration.
 - 45. (g) A statement of case names and case numbers for pending litigation with respect to the Premises or the association.
 - 46. 4. A copy of the current operating budget of the association.
 - 47. 5. A copy of the most recent annual financial report of the association. If the report is more than ten pages, the association may provide a summary of the report in lieu of the entire report.
 - 48. 6. A copy of the most recent reserve study of the association, if any.
 - 49. 7. Any other information required by law.
 - 50. 8. A statement for Buyer acknowledgment and signature as required by Arizona Law.