

HOMEOWNERS ASSOCIATION ADDENDUM

Version 20260730

Preamble

1 This Homeowners Association Addendum ("Addendum") is made part of the Purchase Contract dated
2 _____ ("Contract") between _____
3 ("Buyer") and _____ ("Seller"), concerning the Property located at
4 _____ ("Property")
5 and the following additional terms and conditions are included as part of the Contract.
6 In the event of any conflict or ambiguity between the terms of the Contract and this Addendum, the terms of this
7 Addendum shall govern.

Primary Association Information

8 Association Name: _____
9 Management Company Name (if applicable): _____
10 Contact: _____
11 Email: _____ Phone: _____
12 Website: _____
13 Association Dues: \$ _____ Payable: ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually
14 ☐ Other: _____

Fees related to this Association:

15 Disclosure Fees: \$ _____. Seller shall pay all Disclosure Fees. Seller shall also pay any assessment that
16 is a lien against the Property at Close of Escrow.
17 Transfer Fees: \$ _____.
18 Capital Improvement Fees: \$ _____.
19 Prepaid Association Fees: \$ _____.
20 Other Fees (including Special Assessments): \$ _____. Explain: _____
21 _____
22 _____

23 *To be filled out by Buyer only:*

24 Buyer shall pay the Transfer Fees, Capital Improvement Fees, Prepaid Association Fees, and Other Fees for this
25 Association in a total amount not to exceed \$ _____. Seller shall pay the remaining balance of those fees,
26 if any.

[Remainder of page intentionally left blank.]

Buyer Initials _____

Seller Initials _____

Secondary Association Information (If Applicable)

27 Association Name: _____
 28 Management Company Name (if applicable): _____
 29 Contact: _____
 30 Email: _____ Phone: _____
 31 Website: _____
 32 Association Dues: \$ _____ Payable: ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually
 33 ☐ Other: _____

Fees related to this Association:

34 Disclosure Fees: \$ _____. Seller shall pay all Disclosure Fees. Seller shall also pay any assessment that
 35 is a lien against the Property at Close of Escrow.
 36
 37 Transfer Fees: \$ _____.
 38 Capital Improvement Fees: \$ _____.
 39 Prepaid Association Fees: \$ _____.
 40 Other Fees (including Special Assessments): \$ _____. Explain: _____
 41 _____

To be filled out by Buyer only:

42
 43 Buyer shall pay the Transfer Fees, Capital Improvement Fees, Prepaid Association Fees, and Other Fees for this
 44 Association in a total amount not to exceed \$ _____. Seller shall pay the remaining balance of those fees,
 45 if any.

Association Governance and Disclosures

46 If the Homeowners Association ("HOA") has fewer than 50 units, the Seller shall provide to Buyer, in writing, the
 47 information required by Arizona law, in accordance with § 33-1806 (A). 1-7 (SFH) or § 33-1260(A). 1-7 (Condo)
 48 within **10 days** of Contract Acceptance.
 49 If the HOA has 50 units or more, Seller shall provide contact information of the HOA to Escrow Company within
 50 **5 days** of Contract Acceptance, and Escrow Company shall notify the association of the pending sale.
 51 Buyer shall have **5 days** after receipt of the HOA information to provide notice of any disapproved items and
 52 cancellation of the Contract in accordance with notice provisions contained in the Contract.
 53 In the event Seller or Buyer receives written notice of an upcoming assessment during escrow, which is not due
 54 prior to Close of Escrow, such as painting, then Seller is not obligated to pay for such fee or cost, and Buyer has
 55 **5 days** from date of notice to negotiate with Seller for such cost, or may cancel the Contract in accordance with
 56 notice provisions as contained in the Contract, and Buyer shall receive a return of the Earnest Money.
 57 All other terms and conditions of the Contract remain in full force and effect.

Buyer Initials _____

Seller Initials _____

Notice and Disclaimer

58 **Buyer Due Diligence:** Buyer is advised that if the cost, governance, financial health, or restrictions of the
59 Homeowners Association (HOA) are material, they must be investigated by Buyer during the Due Diligence
60 Period.

61 **Seller Representation:** Seller represents, to Seller's actual knowledge as of the date of this Agreement and
62 without independent investigation or inquiry, that Seller has not received written notice from the Homeowners
63 Association alleging any uncured violation of the applicable Covenants, Conditions and Restrictions, rules,
64 or regulations affecting the Property. Seller further represents that Seller, to Seller's actual knowledge, is not
65 aware of any existing condition of the Property that would constitute a violation of the Homeowners Association
66 governing documents. In the event Seller receives written notice of any alleged violation prior to Close of Escrow,
67 Seller shall promptly provide Buyer with a copy thereof and shall cure, or cause to be cured, any such violation
68 prior to Close of Escrow, unless otherwise agreed in writing by the parties.

69 **Professional Advice and Broker Disclaimer:** Seller and Buyer should consult with the HOA Board, the
70 Management Company, and their attorneys regarding the interpretation of Governing Documents and financial
71 obligations. Seller and Buyer acknowledge that Broker(s) are not qualified to advise on HOA financial statements,
72 the legal implications of CC&Rs, or compliance with Arizona state laws (including § 33-1806 and § 33-1260).
73 Seller and Buyer expressly release and hold harmless Broker(s) from liability for any undisclosed assessments,
74 rule violations, financial insolvencies, or restrictions pertaining to the Homeowners Association.

[Remainder of page intentionally left blank.]

Buyer Initials _____

Seller Initials _____

Signatures

75 Real estate brokers and agents do not provide financial, legal, or tax advice. Consult an attorney, tax
76 advisor, or other appropriate professional if you need financial, legal, or tax advice. READ THIS FORM
77 CAREFULLY BEFORE SIGNING.

Buyer Signatures

78 _____
Buyer Signature Date Buyer Signature Date

79 _____
Buyer Signature Date Buyer Signature Date

Seller Signatures

80 _____
Seller Signature Date Seller Signature Date

81 _____
Seller Signature Date Seller Signature Date