Addendum to Contract for Residential Sale and Purchase

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When initialed by all parties, the parties acknowledge that the disclosure set forth below was provided to Buyer prior to execution of the Contract for Residential Sale and Purchase between the parties and the clauses below will be incorporated therein:

Wilda Soto ("Seller")

and _____ ("Buyer")

concerning the Property described as 2982 Fieldwood Circle, St. Cloud, FL 34772

GRAMERCY FARMS PH 6 PB 28 PGS 20-21 LOT 41

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

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

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

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

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

_____

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

_____

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

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

$ 100.00 per month to Empire Management Group

$ _____ per _____ to _____

$ _____ per _____ to _____

(**See Continuation**)

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J. Homeowners' Association Addendum (Continued)

4. **Damage to Common Elements:** If any portion of the common elements is damaged due to 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 the damage to the common elements is greater than $_____ or _____% (1.5% if left blank) of the purchase price.

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

DISCLOSURE SUMMARY FOR (Name of Community): Gramercy Farms Townhouses

(a) AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.

(b) THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.

(c) YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS $_____ PER _____. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS $_____ PER _____.

(d) YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.

(e) YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.

(f) THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS $ 100.00 PER month

(g) THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.

(h) THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.

(i) THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

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

Wilder Data	10/28/26		
Buyer	Date	**Buyer**	Date

The Association or Management Company to which assessments, dues, and/or maintenance are due and payable is/are: Empire Management Group

Gris Romero		Tatiana Castellano	
Contact Person		**Contact Person**	
Phone 407-770-1748	**Email** https://www.empirehoa.com	**Phone**	**Email**

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

Buyer _____ _____ and **Seller** WD _____ acknowledge receipt of a copy of this page.

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