

# 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 \_\_\_\_\_ ("Seller")  
3\* and \_\_\_\_\_ ("Buyer")  
4\* concerning the Property described as \_\_\_\_\_  
5 \_\_\_\_\_

6\* (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_) (\_\_\_\_) **F. Condominium Association:** The Property is a condominium which is subject  
7 to the rules and regulations of a condominium association ("Association"). If the condominium property is subject to a  
8 master Homeowners' Association, also attach Homeowners' Association Addendum. **Seller's** warranty under  
9 Paragraph 8 of this Contract, risk of loss under Paragraph 9 of this Contract, and As Is with Right to Inspect  
10 Addendum (if applicable) extend to the unit and limited common elements appurtenant to the Property and not to any  
11 other common elements or any other property.

12 **1. Documents:** Seller will, at Seller's expense, deliver to Buyer the governance form and the current and complete  
13 condominium documents (a current copy of the declaration of condominium, articles of incorporation, bylaws and  
14 rules of the association, and a copy of the most recent annual financial statement and annual budget and frequently  
15 asked questions and answers document if so requested in writing) referenced in Paragraph 11 below. (If Buyer has  
16\* already received the required documents, indicate receipt by initialing here: (\_\_\_\_) (\_\_\_\_) and indicate date of  
17\* receipt here: \_\_\_\_\_.) If this Contract does not close, Buyer will immediately return the  
18 documents to Seller.

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

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

30 **4. Application / Transfer Fees:** Buyer will pay any application and/or transfer fees charged by the Association.

31\* **5. Parking Space; Boat Slip; Storage Unit:** Seller will assign to Buyer at Closing parking space(s) # \_\_\_\_\_,  
32\* boat slip(s) # \_\_\_\_\_, and storage unit(s) # \_\_\_\_\_.

33 **6. Fees:** Seller will pay all fines imposed against the unit as of Closing and any fees the Association charges to provide  
34 information about its fees or the Property and will bring maintenance and similar periodic fees and rents on any  
35 recreational areas current as of Closing. If after Effective Date, the Association imposes a special assessment for  
36 improvements, work, or services, Seller will pay all amounts due before Closing and Buyer will pay all amounts  
37\* due on or after Closing. If special assessments may be paid in installments  Seller  Buyer (Buyer if left blank)  
38 will pay installments due after Closing. If Seller is checked, Seller will pay the assessment in full before or at  
39 Closing. Seller represents that he/she is not aware of any pending special or other assessment that has been levied  
40\* by the Association, except as follows: \_\_\_\_\_  
41 \_\_\_\_\_

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

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

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page. (See Continuation) (See Continuation)

**F. Condominium Association Addendum (Continued)**

48 **Seller** represents that he/she is not aware of pending or anticipated litigation affecting the Property or the common  
49\* elements, except as follows: \_\_\_\_\_  
50 \_\_\_\_\_

51 **Seller** represents that the current assessments, maintenance, and/or association fees are:  
52\* \$ \_\_\_\_\_ per \_\_\_\_\_ to \_\_\_\_\_  
53\* \$ \_\_\_\_\_ per \_\_\_\_\_ to \_\_\_\_\_  
54\* \$ \_\_\_\_\_ per \_\_\_\_\_ to \_\_\_\_\_

55\* and that there  is  is not a recreation or land lease with the Property. If there is a recreation or land lease, the  
56\* current payment is \$ \_\_\_\_\_ per month.

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

65 **8. Sprinkler System:** If the unit owners voted to forego retrofitting each unit with a fire sprinkler or other engineered  
66 life safety system, **Seller** will provide **Buyer**, before Closing, a copy of the Association's notice of the vote to  
67 forego retrofitting.

68 **9. Hazard Insurance:** After Closing **Buyer** may be required to provide the Association with evidence of a currently  
69 effective policy of hazard and liability insurance upon request of the Association.

70 **10. Governance Form; Milestone Inspection Report; Structural Integrity Reserve Study; Turnover Inspection**  
71 **Report:**

72 (a) **Governance Form:** Pursuant to Chapter 718 F.S., Buyer is entitled to receive from Seller a copy of a  
73 governance form provided by the Division of Florida Condominiums, Timeshares, and Mobile Homes of the  
74 Department of Business and Professional Regulation, summarizing governance of condominium  
75 associations.  
76

77 (b) **Milestone Inspection Report Summary:** Pursuant to Section 718.503(2)(a)5, F.S., Buyer who has entered  
78 into this Contract is entitled to, at Seller's expense, to receive from Seller, before the sale of the Property, a  
79 copy of the inspector-prepared summary of the milestone inspection report, as described in Sections 553.899  
80 and 718.301(4)(p), Florida Statutes, if (1) applicable and (2) the summary has been submitted to the  
81 Association. The Association (check only one option):

82  (i) is required to and has completed a milestone inspection report as described in Section 553.899,  
83\* F.S. (SEE PARAGRAPH 10(e) BELOW FOR VOIDABILITY RIGHTS); or  
84

85  (ii) IS NOT REQUIRED TO HAVE COMPLETED A MILESTONE INSPECTION REPORT AS  
86\* DESCRIBED IN SECTION 553.899, F.S.; or  
87

88  (iii) IS REQUIRED TO HAVE COMPLETED A MILESTONE INSPECTION REPORT AS DESCRIBED  
89\* IN SECTION 553.899, F.S. BUT HAS NOT COMPLETED SUCH INSPECTION.  
90

91 (b)

92 (c) **Structural Integrity Reserve Study:** Pursuant to Section 718.503(2)(a)6, F.S., Buyer who has entered into  
93 this Contract is entitled, at Seller's expense, to receive from Seller, before the sale of the Property, a copy of  
94 the Association's most recent structural integrity reserve study or a statement that the Association has not  
95 completed a structural integrity reserve study. The Association (check only one option):  
96  
97

98  (i) is required to and has completed a structural integrity reserve study as described in Sections  
99\* 718.103(28) and 718.112(2)(g), F.S. (SEE PARAGRAPH 10(e) BELOW FOR VOIDABILITY RIGHTS); or  
100

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F. Condominium Association Addendum (Continued)

(ii) IS NOT REQUIRED TO HAVE COMPLETED A STRUCTURAL INTEGRITY RESERVE STUDY AS DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(G) F.S.; or

(iii) IS REQUIRED TO HAVE COMPLETED A STRUCTURAL INTEGRITY RESERVE AS DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(G) F.S. BUT HAS NOT COMPLETED SUCH STUDY.

(d) **Turnover Inspection Report:** Pursuant to Section 718.301(4)(p) and (q), F.S., Before a developer turns over control of an association to unit owners other than the developer, the developer must have a turnover inspection report for each building on the condominium property that is three stories or higher. The Association (check only one option):

(i) is required to and has completed a turnover inspection report for a turnover inspection performed on or after July 1, 2023, as described in Section 718.301(4)(p) and (q), F.S. (SEE PARAGRAPH 10(e) BELOW FOR VOIDABILITY RIGHTS); or

(ii) IS NOT REQUIRED TO HAVE COMPLETED A TURNOVER INSPECTION REPORT FOR A TURNOVER INSPECTION PERFORMED ON OR AFTER JULY 1, 2023, AS DESCRIBED IN SECTION 718.301(4)(p) and (q), F.S. (this option should be selected if the Association was turned over prior to July 1, 2023); or

(iii) IS REQUIRED TO HAVE COMPLETED A TURNOVER INSPECTION REPORT FOR A TURNOVER INSPECTION PERFORMED ON OR AFTER JULY 1, 2023, AS DESCRIBED IN SECTION 718.301(4)(p) and (q), F.S. BUT HAS NOT COMPLETED SUCH REPORT.

(e) **CHECK ONLY ONE BOX BELOW IF** the association has completed a milestone inspection (paragraph 10(b)(i) above, is checked), or a structural integrity reserve study (Paragraph 10(c)(i), above, is checked) or a turnover inspection report (Paragraph 10(d)(i), above, is checked):

(i) THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES, IF APPLICABLE; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES, IF APPLICABLE; AND A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(g), FLORIDA STATUTES, IF APPLICABLE, MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.

(ii) 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 INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES, IF APPLICABLE; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES, IF APPLICABLE; AND A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(g), FLORIDA STATUTES, IF APPLICABLE. 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 A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES; OR A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN

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F. Condominium Association Addendum (Continued)

**SECTIONS 718.103(28) AND 718.112(2)(g), FLORIDA STATUTES, IF REQUESTED IN WRITING, BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.**

(f) If the documents in Paragraph 10(e) above are completed but not available at the time of eContract execution but become available prior to eClosing, then Seller will provide them to Buyer within 3 days of the documents becoming available. Once provided to Buyer then Option (ii) in Paragraph 10(e) above shall be deemed selected. If Seller fails to provide the documents once they are available, then Buyer may cancel the eContract and Buyer's deposit(s) will be refunded.

(g) If the documents in the milestone inspection report (Paragraph 10(b)(iii), above, is checked), or a structural integrity reserve study (Paragraph 10(c)(iii) above, is checked), or a turnover inspection report (Paragraph 10(d)(iii) above, is checked), are not completed and not available at the time of eContract execution but become available prior to eClosing, then Seller will provide them to Buyer within 3 days of the documents becoming available. Once provided to Buyer then Option (ii) in Paragraph 10(e) above shall be deemed selected. If Seller fails to provide the documents once they are available, then Buyer may cancel the eContract and Buyer's deposit(s) will be refunded.

~~(e)~~ \_\_\_\_\_

**11. Buyer Acknowledgement; Seller Disclosure: (Check whichever applies)**

**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, A COPY OF THE MOST RECENT ANNUAL FINANCIAL STATEMENT AND ANNUAL BUDGET AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.**

**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, A COPY OF THE MOST RECENT ANNUAL FINANCIAL STATEMENT AND ANNUAL BUDGET 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.**

**12. CONDOMINIUMS CREATED WITHIN A PORTION OF A BUILDING OR WITHIN A MULTIPLE PARCEL BUILDING:** If applicable, pursuant to Section 718.407, F. S., the following disclosure is provided for condominiums created within a portion of a building or within a multiple parcel building:

**DISCLOSURE SUMMARY**

**THE CONDOMINIUM IN WHICH YOUR UNIT IS LOCATED IS CREATED WITHIN A PORTION OF A BUILDING OR WITHIN A MULTIPLE PARCEL BUILDING. THE COMMON ELEMENTS OF THE CONDOMINIUM CONSIST ONLY OF THE PORTION OF THE BUILDING SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP.**

**BUYER ACKNOWLEDGES ALL OF THE FOLLOWING**

**(1) THE CONDOMINIUM MAY HAVE MINIMAL COMMON ELEMENTS.**

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F. Condominium Association Addendum (Continued)

193 (2) PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM ARE OR WILL BE  
194 GOVERNED BY A SEPARATE RECORDED INSTRUMENT. SUCH INSTRUMENT CONTAINS IMPORTANT  
195 PROVISIONS AND RIGHTS AND IS OR WILL BE AVAILABLE IN PUBLIC RECORDS.  
196 (3) THE PARTY THAT CONTROLS THE MAINTENANCE AND OPERATION OF THE PORTIONS OF THE  
197 BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM DETERMINES THE BUDGET FOR THE

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198 (3) OPERATION AND MAINTENANCE OF SUCH PORTIONS. HOWEVER, THE ASSOCIATION AND UNIT  
199 OWNERS ARE STILL RESPONSIBLE FOR THEIR SHARE OF SUCH EXPENSES.  
200 (4) THE ALLOCATION BETWEEN THE UNIT OWNERS AND THE OWNERS OF THE PORTIONS OF THE  
201 BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM OF THE COSTS TO MAINTAIN AND OPERATE  
202 THE BUILDING CAN BE FOUND IN THE DECLARATION OF CONDOMINIUM OR OTHER RECORDED  
203 INSTRUMENT.  
204

205 The Association or Management Company to which assessments, special assessments or recreation/land  
206 lease fees are due and payable is/are:

207 \_\_\_\_\_  
208 Contact Person \_\_\_\_\_ Contact Person \_\_\_\_\_  
209 Phone \_\_\_\_\_ Phone \_\_\_\_\_  
210 Email \_\_\_\_\_ Email \_\_\_\_\_  
211 Additional contact information can be found on the Association's website, www. \_\_\_\_\_

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