H.O.A. CONDOMINIUM / PLANNED COMMUNITY NOTICE AND ADDENDUM

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ARIZONA association of REALTORS®
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REALTOR® EQUAL HOUSING OPPORTUNITY

SELLER'S NOTICE OF H.O.A. INFORMATION

1. Seller: _____
2. Premises Address: _____

3. **INSTRUCTIONS:** (1) Homeowner's association ("HOA") information on page 1 to be completed by Seller at the time of listing the
4. Premises for sale. (2) Upon completion, this Notice and Addendum shall be uploaded to the multiple listing service, if available, or
5. delivered to prospective buyers upon request prior to prospective buyer's submission of a Residential Resale Real Estate Purchase
6. Contract to Seller.

HOA(S) GOVERNING THE PREMISES

7. **HOA:** _____ Contact Info: _____
8. Management Company (if any): _____ Contact Info: _____
9. Amount of Dues: $ _____ How often? _____
10. Amount of special assessments (if any): $ _____ How often? _____ Start Date: _____ (MO/DA/YR) End Date: _____ (MO/DA/YR)

11. **Master HOA** (if any): _____ Contact Info: _____
12. Management Company (if any): _____ Contact Info: _____
13. Amount of Dues: $ _____ How often? _____
14. Amount of special assessments (if any): $ _____ How often? _____ Start Date: _____ (MO/DA/YR) End Date: _____ (MO/DA/YR)

15. **Other Association:** _____ Contact Info: _____
16. Amount of Dues: $ _____ How often? _____

FEES AND DUES PAYABLE UPON CLOSE OF ESCROW

17. **Prepaid HOA(s) Dues:** Fees, assessments, and any other HOA(s) fees to be paid in advance of their due date:
18. HOA: $ _____ Master HOA: $ _____

19. **Disclosure Fees:** Cost incurred in the preparation of documents furnished by the HOA(s) pursuant to the resale of the Premises. Per
20. Arizona law, an HOA cannot charge more than an aggregate of $400.00 for Disclosure Fees. Each HOA may also charge an update
21. fee of no more than $50.00 if thirty (30) days have passed since the original documents were delivered and may charge a rush fee
22. of no more than $100.00 for documents to be delivered within three (3) days after the request.
23. HOA: $ _____ Master HOA: $ _____

24. **Transfer Fees:** HOA(s) fees related to the transfer of title: HOA: $ _____ Master HOA: $ _____

25. **Capital Improvement Fees,** including but not limited to those fees labeled as community reserve, asset preservation, capital reserve,
26. working capital, community enhancement, future improvement fees, or payments: HOA: $ _____ or _____% of the Purchase
27. Price. Master HOA: $ _____ or _____% of the Purchase Price.

28. **Other Fees:** $ _____ Explain: _____

29. _____

30. **SELLER CERTIFICATION:** By signing below, Seller certifies that the information contained above is true and complete to the best of
31. Seller's actual knowledge as of the date signed. Broker(s) did not verify any of the information contained herein.

32. _____
^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

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ADDITIONAL OBLIGATIONS

If the homeowner's association has less than 50 units, no later than ten (10) days after Contract acceptance, the Seller shall provide in writing to Buyer the information described below as required by Arizona law.

If the homeowner's association has 50 or more units, Seller shall furnish notice of pending sale that contains the name and address of the Buyer to the homeowner's association within five (5) days after Contract acceptance and pursuant to Section 3d of the Contract. Escrow Company is instructed to provide such notice on Seller's behalf. The association is obligated by Arizona law to provide information described below to Buyer within ten (10) days after receipt of Seller's notice.

BUYER IS ALLOWED FIVE (5) DAYS AFTER RECEIPT OF THE INFORMATION FROM THE SELLER(S) OR HOMEOWNER'S ASSOCIATION TO PROVIDE WRITTEN NOTICE TO SELLER OF ANY ITEMS DISAPPROVED.

INFORMATION REQUIRED BY LAW TO BE PROVIDED TO BUYER:

1. A copy of the current bylaws and the current rules of the association.
2. A copy of the current recorded declaration and final plat or an electronic copy of the final plat, if available.
3. A copy of the board-approved minutes from the previous three open meetings of the Board of Directors (Board).
4. A dated statement containing:
   - (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 association or any other person designated by the Board.
   - (b) The amount of and payment schedule for the annual common regular assessment and the remaining installments and payment schedules on any approved and assessed special assessment, if any.
   - (c) The amount and purpose of any special assessment approved by the Board but not yet assessed or any special assessment submitted by the Board for member approval within the previous four months, if any.
   - (d) The current amount of any unpaid common assessment, lien or judgment lien on the property due to the association pursuant to A.R.S. § 33-1807 and any lis pendens recorded by the association against the property.
   - (e) The amount and purpose of any title transfer fee or other similar fee, however denominated, that is authorized in the declaration.
   - (f) A copy of the association's most recent income and expenses financial statement for all operating and reserve accounts, as applicable.
   - (g) Any outstanding and unresolved violation of the association's community documents that was cited against the property, if any.
5. A copy of the current operating budget of the association.
6. A copy of the most recent annual audit, review or compilation report of the association pursuant to A.R.S. § 33-1810. If the report is more than ten pages, a summary of the report may be provided in place of the entire report.
7. A copy of the most recent reserve study of the association, if any. If the report is more than ten pages, the association may provide a summary of the report in place of the entire report.
8. A statement summarizing any pending lawsuits, except those relating to the collection of assessments owed by members other than the selling member, in which the association is a named party, including the amount of any money claimed.
9. A statement as to whether the planned community is under declarant control and the approximate percentage of lots identified on the recorded plat that are currently owned by the declarant.
10. A statement that, for any report provided in summary format pursuant to this subsection, the purchaser may request to view the entire report from the association directly, and the association shall provide access to that report within ten days after a written request.
11. If the property is governed by multiple associations, a statement identifying that the property is subject to each association's disclosure report and corresponding resale disclosure fee.
12. For HOA Condominiums only, additional statements are required pursuant to A.R.S. §§ 33-1260(A)(4)(d), 33-1260(A)(9), and 33-1260(A)(11).
13. A statement for Buyer acknowledgment and signature are required by Arizona law.

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BUYER'S ACKNOWLEDGMENT AND TERMS

Seller: _____

Premises Address: _____

NOTE: LINES 75-90 TO *ONLY* BE COMPLETED BY BUYER, AND *NOT* SELLER, AT THE TIME OF THE OFFER!

Buyer: _____

Date: _____

The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises.

Buyer shall pay all **Prepaid HOA Dues**.

Seller shall pay all **Disclosure Fees** as required by Arizona law.

Buyer shall pay a total amount not to exceed $ _____ towards **Transfer Fees, Capital Improvement Fees, and Other Fees**. Seller shall pay any remaining amounts for **Transfer Fees, Capital Improvement Fees, and Other Fees,** regardless of whether the fee amounts listed on page 1 are incorrect or left blank.

In a financed purchase, Buyer shall be responsible for all lender fees charged to obtain HOA(s)/Management Company(ies) documents.

ASSESSMENTS: Any current HOA assessment which is a lien as of Close of Escrow shall be paid in full by Seller. Any assessment that becomes a lien after Close of Escrow is Buyer's responsibility.

ADDITIONAL TERMS AND CONDITIONS

_____

_____

_____

_____

BUYER ACKNOWLEDGMENT: By signing below, Buyer acknowledges receipt of all three (3) pages of this Notice and Addendum and acknowledges that: 1) although Seller has used best efforts to identify the amount of the fees and dues stated herein, the precise amount of the fees and dues may not be known until written disclosure documents are furnished by the HOA(s)/Management Company(ies) per Arizona law (A.R.S. § 33-1260 and § 33-1806); and 2) Buyer had an opportunity to contact HOA(s)/Management Company(ies) for verbal verification of the fees and dues. Buyer further acknowledges that Broker(s) did not verify any of the information contained herein. Buyer therefore agrees to hold Seller and Broker(s) harmless should the **FEES AND DUES PAYABLE UPON CLOSE OF ESCROW** prove incorrect or incomplete.

The undersigned agrees to the additional terms and conditions set forth above and acknowledges receipt of a copy hereof.

_____

^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

SELLER'S ACCEPTANCE:

If not previously provided, Seller shall complete page 1 of this Notice and Addendum and deliver it to Buyer within three (3) days after Contract acceptance.

_____

^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

For Broker Use Only:

Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____ MO/DA/YR

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