

**ASSOCIATION ADDENDUM**

**To be used in conjunction with the Residential Real Estate Purchase Agreement approved by Northwest Ohio REALTORS® and the Toledo Bar Association, who have also approved this Form.**

This Addendum is made part of the Residential Real Estate Purchase Agreement dated \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ as Seller and \_\_\_\_\_ as Purchaser for the Property located at \_\_\_\_\_ (“Agreement”). In the event of any conflict or ambiguity in the terms of the Agreement and this Addendum, the terms of this Addendum shall govern. Any terms not defined herein shall have the same meaning as set forth in the Agreement.

**1. REPRESENTATIONS OF SELLER.**

**A. ASSOCIATION APPROVAL.** (Check one):

- No approval by the Association or other owners in the Association is required for the sale of the Property.
- Approval by the Association or other owners in the Association is required for the sale of the Property. Seller will attempt in good faith to obtain all approvals from the Association or other owners for the sale of the Property at least fifteen (15) days prior to Closing. Seller will deliver a copy of such approval to Purchaser immediately upon receipt and will deliver the original thereof at Closing. If Seller does not obtain all required approvals within forty-five (45) days after Acceptance, Purchaser shall have the right to terminate the Agreement and the provisions of Paragraph 21 of the Agreement shall apply.

**B. ASSOCIATION FEES.** The current fees of the Association (i.e. the share of Common Expenses assessed against the unit which constitutes the Property) are \$\_\_\_\_\_ per month. These fees are paid through \_\_\_\_\_, 20\_\_\_\_, and will be paid as they become due until Closing. Current fees for the month in which Closing occurs will be prorated to the date of Closing. There are no liens or threats of claims for liens against the Property for unpaid Association fees.

**C. ASSESSMENTS.** There are no recent, proposed or unpaid assessments by the Association against the Property except as disclosed in writing to Purchaser. To the best of Seller’s knowledge, there is no pending or threatened legal action involving the Property or the Association.

**D. APPURTENANT RIGHTS.** The conveyance of the Property includes ownership of or the exclusive right to use:  
 Parking Space \_\_\_\_\_,  Garage Space \_\_\_\_\_,  Storage Locker \_\_\_\_\_,  
 Boat Dock # \_\_\_\_\_,  Other \_\_\_\_\_.

**E. FINANCIAL STATUS.** To the best of Seller’s knowledge, the financial status of the Association is sound and the Association is not currently or in the near future in danger of becoming insolvent, bankrupt or subject to receivership. Purchaser may request in writing from Seller reasonable documents related to the current financial status of the Association prior to the expiration of the Inspection Period as defined in Paragraph 8 of the Agreement. Seller shall have seven (7) days to furnish such documents from the date of receipt of such written request, and Purchaser shall have a period of five (5) days after receipt of the documents to approve the documents or to terminate this Agreement and the provisions of Paragraph 21 of the Agreement shall apply.

**F. OWNER OCCUPANCY OF PROPERTIES IN ASSOCIATION.** To the best of Seller’s knowledge, approximately \_\_\_\_\_% of the properties whose owners comprise the Association are currently subject to rental agreements.

**2. ASSOCIATION DOCUMENTS.** Within seven (7) days after Acceptance of the Agreement, Seller will deliver to Purchaser true, complete and current copies of the Declaration, the By-Laws of the Association, the Rules and Regulations (if any), the Developer’s Disclosure Statement (if any), and any other material document(s) relating to the creation or operation of the Association. Purchaser shall have a period of five (5) days after receipt of the documents to approve the documents or to terminate this Agreement and the provisions of Paragraph 21 of the Agreement shall apply.

\_\_\_\_\_  
Purchaser Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Purchaser Date

\_\_\_\_\_  
Seller Date