

Mandatory Homeowners' Association/Community Disclosure Summary

(Where membership in an Association is required)

For: _____
(Name of Community)

Property Address: _____

1. **(CHECK ONE)** YOU () WILL () WILL NOT BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION ("ASSOCIATION") IF YOU BUY PROPERTY IN THIS COMMUNITY.
2. **(CHECK ONE)** YOU () WILL () WILL NOT BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION.
(CHECK ONE) YOU () WILL () WILL NOT BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
3. **(CHECK ONE)** THERE () IS () IS NOT AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. (If such obligation exists, then the amount of the current obligation is \$ _____.)
4. **(CHECK ONE)** THE RESTRICTIVE COVENANTS () CAN () CANNOT BE AMENDED WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR, IF NO MANDATORY ASSOCIATION EXISTS, THE PARCEL OWNERS.
5. RESTRICTIVE COVENANTS ("COVENANTS") HAVE BEEN OR WILL BE RECORDED GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
6. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
7. 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.
8. THESE DOCUMENTS ARE MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED.

This Homeowners' Association/Community Disclosure Summary shall be incorporated into and made part of the Contract for Sale and Purchase. Seller represents that the information set forth in this Disclosure Summary is accurate and complete.

SELLER _____ DATE _____ SELLER _____ DATE _____

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

BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THIS DISCLOSURE.

Receipt and acknowledgement of Buyer.

BUYER _____ DATE _____ BUYER _____ DATE _____