



# HOMEOWNERS' ASSOCIATION (HOA) ADDENDUM

Prepared by: Agent \_\_\_\_\_  
Broker \_\_\_\_\_

Phone \_\_\_\_\_  
Email \_\_\_\_\_

DATE: \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, California.

Items left blank or unchecked are not applicable.

### FACTS:

1. This is an addendum to the following agreement:

- Purchase Agreement
- Rental/Lease Agreement
- Counteroffer
- Escrow Instructions
- Exchange Agreement
- \_\_\_\_\_

1.1 dated \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, California,

1.2 entered into by \_\_\_\_\_, as the Buyer, and

1.3 \_\_\_\_\_, as the Seller,

1.4 regarding real estate referred to as \_\_\_\_\_

2. Property is located in a Homeowners' Association (HOA).  Buyer has received and approves, or  Buyer on acceptance to be handed, copies of the HOA's:

- |                               |                                |                                 |
|-------------------------------|--------------------------------|---------------------------------|
| a. Articles of Incorporation; | i. assessment enforcement      | q. preliminary list of defects; |
| b. CC&Rs;                     | policy;                        | r. notice(s) of violation;      |
| c. Bylaws;                    | j. insurance policy summary;   | s. required statement of fees;  |
| d. operating rules;           | k. regular assessment;         | t. minutes of regular meeting   |
| e. age restriction statement; | l. special assessment;         | of the board of directors       |
| f. operating budget or        | m. emergency assessment;       | conducted over the              |
| summary, including reserve    | n. other unpaid obligations of | previous 12 months;             |
| study;                        | seller;                        | u. transfer fee.                |
| g. assessment and reserve     | o. approved changes to         |                                 |
| funding disclosure            | assessments;                   |                                 |
| statement;                    | p. settlement notice regarding |                                 |
| h. CPA's financial review;    | common area defects;           |                                 |

3. HOA claims for property defects or changes in regular or special assessments  are, or  are not, pending or anticipated. Current monthly assessment is \$\_\_\_\_\_.

4. Seller is not in violation of CC&Rs, except \_\_\_\_\_

5. Seller to pay HOA document and transfer fees. [See ft Form 135]

6. Buyer to approve the HOA's statement of condition of assessments and confirm representations in subsection 3 above as a condition for closing escrow.

7. Within ten days of Buyer's post-acceptance receipt of the HOA documents, Buyer may terminate the agreement based on a reasonable disapproval of the documents. [See ft Form 183]

**I agree to the terms stated above.**

Date: \_\_\_\_\_, 20\_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**I agree to the terms stated above.**

Date: \_\_\_\_\_, 20\_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_