

H.O.A. CONDOMINIUM / PLANNED COMMUNITY ADDENDUM



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

- Seller: John Ryan Hamilton, Trustee Mary R. F. Hamilton, Trustee
- Premises Address: 2490 E Lowell Court Gilbert AZ 85295
- Date: _____
- INSTRUCTIONS:** (1) Homeowner's association ("H.O.A.") information on page 1 to be completed by Seller at the time of listing the Premises for sale. (2) Upon completion, this Addendum shall be uploaded to the multiple listing service, if available, or delivered to prospective buyers upon request prior to prospective buyer's submission of a Residential Resale Real Estate Purchase Contract to Seller.

ASSOCIATION(S) GOVERNING THE PREMISES

- | | | |
|-----|---|--|
| 7. | H.O.A.: <u>VINCENZ HOA</u> | Contact Info: _____ |
| 8. | Management Company (if any): <u>CITY PROPERTY MANAGEMENT</u> | Contact Info: <u>602-437-4777</u> |
| 9. | Amount of Dues: \$ <u>169.06</u> How often? <u>quarterly</u> | |
| 10. | Amount of special assessments (if any): \$ _____ How often? _____ | Start Date: _____ End Date: _____
MO/DAY/YR MO/DAY/YR |
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- | | | |
|-----|---|--|
| 11. | Master Association (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: _____ End Date: _____
MO/DAY/YR MO/DAY/YR |
-
- | | | |
|-----|---|---------------------|
| 15. | Other: _____ | Contact Info: _____ |
| 16. | Amount of Dues: \$ _____ How often? _____ | |

FEES PAYABLE UPON CLOSE OF ESCROW

- Transfer Fees:** Association(s) fees related to the transfer of title: H.O.A.: \$ _____ Master Association: \$ _____.
- Capital Improvement Fees,** including but not limited to those fees labeled as community reserve, asset preservation, capital reserve, working capital, community enhancement, future improvement fees, or payments: H.O.A.: \$ 169.06 Master Association: \$ _____.
- Prepaid Association(s) Fees:** Dues, assessments, and any other association(s) fees paid in advance of their due date: H.O.A.: \$ _____ Master Association: \$ _____.
- Disclosure Fees:** Association(s)/Management Company(ies) costs incurred in the preparation of a statement or other documents furnished by the association(s) pursuant to the resale of the Premises for purposes of resale disclosure, lien estoppels and any other services related to the transfer or use of the property. Pursuant to Arizona law, Disclosure Fees cannot be more than an aggregate of \$400.00 per association. As part of the Disclosure Fees, each association may charge a statement or other documents update fee of no more than \$50.00 if thirty (30) days or more have passed since the date of the original disclosure statement or the date the documents were delivered. Additionally, each association may charge a rush fee of no more than \$100.00 if rush services are required to be performed within seventy-two (72) hours after the request. H.O.A.: \$ 400.00 Master Association: \$ _____.
- Other Fees:** \$ _____ Explain: _____.

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

32. _____ 4/6/22 _____ 6/8/22

33. ^ SELLER'S SIGNATURE John Ryan Hamilton MO/DAY/YR ^ SELLER'S SIGNATURE Mary Rebecca F. Hamilton MO/DAY/YR

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ADDITIONAL OBLIGATIONS

34. **If the homeowner's association has less than 50 units**, no later than ten (10) days after Contract acceptance, the Seller shall provide
35. in writing to Buyer the information described below as required by Arizona law.
36. **If the homeowners association has 50 or more units**, Seller shall furnish notice of pending sale that contains the name and address
37. of the Buyer to the homeowner's association within five (5) days after Contract acceptance and pursuant to Section 3d of the Contract.
38. Escrow Company is instructed to provide such notice on Seller's behalf. The association is obligated by Arizona law to provide information
39. described below to Buyer within ten (10) days after receipt of Seller's notice.
40. **BUYER IS ALLOWED FIVE (5) DAYS AFTER RECEIPT OF THE INFORMATION FROM THE SELLER(S) OR HOMEOWNER'S**
41. **ASSOCIATION TO PROVIDE WRITTEN NOTICE TO SELLER OF ANY ITEMS DISAPPROVED.**

INFORMATION REQUIRED BY LAW TO BE PROVIDED TO BUYER:

42. **INFORMATION REQUIRED BY LAW TO BE PROVIDED TO BUYER:**
43. 1. A copy of the bylaws and the rules of the association.
44. 2. A copy of the declaration of Covenants, Conditions and Restrictions ("CC&Rs").
45. 3. A dated statement containing:
46. (a) The telephone number and address of a principal contact for the association, which may be an association manager, an
47. association management company, an officer of the association or any other person designated by the board of directors.
48. (b) The amount of the common expense assessment and the unpaid common expense assessment, special assessment or
49. other assessment, fee or charge currently due and payable from the Seller.
50. (c) A statement as to whether a portion of the unit is covered by insurance maintained by the association.
51. (d) The total amount of money held by the association as reserves.
52. (e) If the statement is being furnished by the association, a statement as to whether the records of the association reflect any
53. alterations or improvements to the unit that violate the declaration. The association is not obligated to provide information
54. regarding alterations or improvements that occurred more than six years before the proposed sale. Seller remains obligated
55. to disclose alterations or improvements to the Premises that violate the declaration. The association may take action
56. against the Buyer for violations apparent at the time of purchase that are not reflected in the association's records.
57. (f) If the statement is being furnished by the Seller, a statement as to whether the Seller has any knowledge of any alterations
58. or improvements to the unit that violate the declaration.
59. (g) A statement of case names and case numbers for pending litigation with respect to the Premises or the association,
60. including the amount of any money claimed.
61. 4. A copy of the current operating budget of the association.
62. 5. A copy of the most recent annual financial report of the association. If the report is more than ten pages, the association may
63. provide a summary of the report in lieu of the entire report.
64. 6. A copy of the most recent reserve study of the association, if any.
65. 7. Any other information required by law.
66. 8. A statement for Buyer acknowledgment and signature are required by Arizona law.

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City Property Management Company
4645 E. Cotton Gin Loop
Phoenix, AZ 85040
Phone: (602) 437-4777 Fax: (602) 437-4770

United Country Real Estate - Arizona Property & Auction - John Payne
john@unitedcountryaz.com

Community Schedule of Fees
6/8/2022

Association Contact Information

Association Name:	Vincenz Homeowners Association
Management Company:	City Property Management Company
Contact Phone:	(602) 437-4777
Master Association:	No Master Association
Prepared for Property:	2490 E. Lowell Ct, Gilbert, AZ, 85295

Assessment Information

Assessment Description:	Homeowner Assessments
Amount:	\$169.06
Frequency:	Quarterly
Due On:	1st of January, April, July, and October
Delinquent After:	15 days
Delinquent Penalty:	\$15.00

Association Fees

Working Capital - Master:	\$169.06
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Management Company Fees

Non-Declarant Disclosure Fee:	\$400.00
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The referenced homeowners association, condominium association, City Property Management Company, its agents, employees or associates makes no warranties, expressed or implied, to any accuracy of any information. All financial and other information included in the above statement or associated attachments has been obtained from sources deemed reliable, however we advise the recipient(s) satisfy themselves to the accuracy of the information.

- This is a statement of general fees and should not be used as an escrow statement.

- These fees are subject to change at any time.

***** NOTE: The Association may require advance assessments at closing. For Monthly assessments, two months advance assessment may be requested. For Quarterly, Semiannual, and Annual assessments, one period of advance assessments may be requested depending on the closing date.**

BUYER'S ACKNOWLEDGMENT AND TERMS

- 67. Buyer: _____
- 68. Seller: John Ryan Hamilton, Trustee Mary R. F. Hamilton, Trustee
- 69. Premises Address: 2490 E Lowell Court Gilbert AZ 85295
- 70. **NOTE: LINES 71-76 TO ONLY BE COMPLETED BY BUYER, AND NOT SELLER!**
- 71. **The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises.**
- 72.
- 73. **Transfer Fees** shall be paid by: Buyer Seller Other _____
- 74. **Capital Improvement Fees** shall be paid by: Buyer Seller Other _____
- 75. Any additional fees not disclosed on page 1 and payable upon close of escrow shall be paid by: Buyer Seller Other _____
- 76. _____
- 77. Buyer shall pay all **Prepaid Association Fees**.
- 78. Seller shall pay all **Disclosure Fees** as required by Arizona law.
- 79. In a financed purchase, Buyer shall be responsible for all lender fees charged to obtain Association(s)/Management Company(ies) documents.
- 80. **BUYER VERIFICATION:** Buyer may contact the Association(s)/Management Company(ies) for verbal verification of association
- 81. **FEES PAYABLE UPON CLOSE OF ESCROW.**
- 82. **ASSESSMENTS:** Any current homeowner's association assessment which is a lien as of Close of Escrow shall be paid in full by Seller.
- 83. Any assessment that becomes a lien after Close of Escrow is Buyer's responsibility.

ADDITIONAL TERMS AND CONDITIONS

- 84. _____
- 85. _____
- 86. _____
- 87. _____
- 88. **BUYER ACKNOWLEDGEMENT:** By signing below, Buyer acknowledges receipt of all three (3) pages of this addendum and acknowledges
- 89. that, although Seller has used best efforts to identify the amount of the fees stated herein, the precise amount of the fees may not be known
- 90. until written disclosure documents are furnished by the Association(s)/Management Company(ies) per Arizona law (A.R.S. § 33-1260 and
- 91. §33-1806). Buyer further acknowledges that Broker(s) did not verify any of the information contained herein. Buyer therefore agrees to
- 92. hold Seller and Broker(s) harmless should the **FEES PAYABLE UPON CLOSE OF ESCROW** prove incorrect or incomplete.
- 93. The undersigned agrees to the additional terms and conditions set forth above and acknowledges receipt of a copy hereof.

94. _____

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

96. **SELLER'S ACCEPTANCE:**

97.  6/4/22

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

John Ryan Hamilton Mary Rebecca F. Hamilton

For Broker Use Only:

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

MO/DA/YR