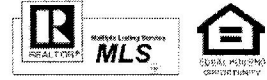


**HOMEOWNER ASSOCIATION (HOA)/  
PLANNED UNIT DEVELOPMENT (PUD) ADDENDUM**



1 This is an Addendum to the Residential Purchase Agreement dated: \_\_\_\_\_  
2 for the purchase and sale of the Property, which is subject to Homeowner Association and/or  
3 Planned Unit Development (PUD) deed restrictions and/or Bylaws, known as:  
4 (Street Address) \_\_\_\_\_  
5 (City) \_\_\_\_\_, Ohio, (Zip Code) \_\_\_\_\_  
6 between \_\_\_\_\_ (Buyer)  
7 and \_\_\_\_\_ (Seller).

8 This Agreement, the deed and the Buyer's use and occupancy of the Property shall be subject to  
9 the provisions of the Homeowner Association/PUD documents, which shall include, but shall not be  
10 limited to, the Declarations, Bylaws, Rules and Regulations of the Homeowner Association/PUD,  
11 Annual Budget, a Statement from the HOA(s) of the current Schedule of Maintenance Fee(s) and  
12 Assessment(s), Reserve Study (if obtained by Association), Reserve Fund Plan (if created by  
13 Association), and if required by Law, the Disclosure Statement. These documents shall be provided  
14 to the Buyer by the Seller at Seller's expense within four (4) days after acceptance of the  
15 Agreement. Buyer shall have four (4) days after receipt of each document to approve each of the  
16 HOA/PUD documents, in writing. (see line 40)

17 This Agreement is also subject to rights, if any, that the Homeowner Association may have to  
18 purchase the property as contained in the Homeowner Association/PUD documents.

19 Seller represents that the Association: does  or does not  have a reserve fund to repair and  
20 replace major capital items in the normal course of operation. A reserve fund plan may avoid the  
21 necessity of special assessments in the future.

22 The escrow agent shall obtain a Maintenance Fee Status Report, Assessment and Annual  
23 Association Report and, if required, the Homeowner Association/PUD Waiver of Rights of First  
24 Refusal to Purchase. Maintenance fees, Assessments and Annual fees shall be prorated as of the  
25 date of title recording.

26 The Seller represents that there are no additional proposed or voted assessments known to the  
27 Seller except as stated below: \_\_\_\_\_  
28 \_\_\_\_\_  
29 \_\_\_\_\_  
30 \_\_\_\_\_

31 If the Homeowner Association/PUD documents are not approved by Buyer, as stated above, or if  
32 the Homeowner Association exercises its right to purchase the Homeowner Association/PUD  
33 Property, then Seller and Buyer agree to sign a *mutual release* instructing the Broker to remit all  
34 funds deposited by the Buyer back to the Buyer and this Agreement shall be null and void as  
35 described in the Residential Purchase Agreement.

36 \_\_\_\_\_  
37 BUYER DATE SELLER DATE

38 \_\_\_\_\_  
39 BUYER DATE SELLER DATE

40 Homeowner Association/Planned Unit Development (PUD) documents have been reviewed and  
41 approved by Buyer.

42 \_\_\_\_\_  
43 BUYER DATE BUYER DATE