



BREEZY VILLAGE ASSOCIATION, INC.

55+ Community

Not-For-Profit Corporation

DISCLOSURE SUMMARY

FOR

Breezy Village Association, Inc.,

Section 7. Subsection (1) of section 720.401, Florida Statutes, is amended to read:

720.401 Prospective purchasers subject to association membership requirement; disclosure required; covenants; assessments; contract cancellation. —(1)(a) A prospective purchaser in a community must be presented a disclosure summary before executing the contract for sale. The disclosure summary must be in a form substantially similar to the following form:

1. As a purchaser of property in this community, you will be obligated to be a member of a homeowners' association.
2. There have been or will be recorded restrictive covenants governing the use and occupancy of properties in this community.
3. You will be obligated to pay assessments to the association. Assessments may be subject to periodic change. IF APPLICABLE, THE CURRENT AMOUNT IS **\$60 PER MONTH or \$720 PER YEAR**. You will also be obligated to pay any special assessments imposed by the association. Such special assessments may be subject to change, if applicable. No special assessments, at this time.
4. You may be obligated to pay special assessments to the respective municipality, county, or special district. All assessments are subject to periodic change.
5. Your failure to pay special assessments or assessments levied by a mandatory homeowners' association could result in a lien on your property.
6. There may be an obligation to pay rent or land use fees for recreational or other commonly used facilities as an obligation of membership in the homeowners' association. If applicable, the current amount is \$0
7. The developer may have the right to amend the restrictive covenants without the approval of the association membership or the approval of the parcel owners.



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8. 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.

9. You acknowledge that you are entitled to receive a current copy of the association's bylaws, articles of incorporation, declaration of restrictions, rules and regulations, notices pertaining to special assessments, the most recent financial statements, and the agendas and minutes from all association board meetings that took place in the 12 months immediately preceding the execution of the contract for sale

SALE DATE: _____

PURCHASER: _____

PURCHASER: The disclosure summary must be supplied by the developer, or by the parcel owner if the sale is by an owner that is not the developer. Any contract or agreement for sale must refer to and incorporate the disclosure summary and include, in prominent language, a statement that the prospective purchaser should not execute the contract or agreement until he or she has received and read the disclosure summary required by this section.

IF THE DISCLOSURE SUMMARY; A CURRENT COPY OF THE ASSOCIATION'S BYLAWS, ARTICLES OF INCORPORATION, DECLARATION OF RESTRICTIONS, RULES AND REGULATIONS, NOTICES PERTAINING TO SPECIAL ASSESSMENTS, AND MOST RECENT FINANCIAL STATEMENTS; AND THE AGENDAS AND MINUTES FROM ALL ASSOCIATION BOARD MEETINGS THAT TOOK PLACE IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EXECUTION OF THIS CONTRACT, AS REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAVE NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY THE PROSPECTIVE PURCHASER BY DELIVERING TO THE SELLER OR THE SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE PROSPECTIVE PURCHASER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER RECEIPT OF SUCH DOCUMENTS OR BEFORE CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. THE PROSPECTIVE PURCHASER'S RIGHT TO VOID THIS CONTRACT TERMINATES AT CLOSING.