

RECOMMENDATION TO THE EXECUTIVE COMMITTEE

FROM:

Risk Management Committee

RECOMMENDATION:

Approval of the revised Commercial Property Owner's Association Addendum

BACKGROUND:

Page one of the Arizona Commercial Property Owner's Association Addendum identifies four fees payable upon close of escrow and allows the buyer and seller to decide who will be responsible for paying which fees. However, the Addendum does not address the possibility that additional fees may exist that are not identified by the seller on page one of the Addendum.

To address this issue, the Risk Management Committee voted to add the following two lines to page three of the Addendum:

80. Any additional fees not disclosed on page 1 and payable upon close of escrow shall be paid by: Buyer Seller Other _____
81. _____

A revised copy of the Commercial Property Owner's Association Addendum evidencing the proposed revision on lines 80-81 is attached. Should this change be approved, the Commercial Property Owner's Association Addendum will mirror the same change recently made to the H.O.A. Condominium/Planned Community Addendum.

BUDGET IMPACT:

None

MOTION:

TO APPROVE FOR RELEASE ON OR ABOUT FEBRUARY 1, 2022, THE ATTACHED REVISED COMMERCIAL PROPERTY OWNER'S ASSOCIATION ADDENDUM.

FOR MORE INFORMATION CONTACT:

Laurie McDonnell – laurie@localityaz.com

OR Scott Drucker – scottdrucker@aaronline.com

COMMERCIAL PROPERTY OWNER'S ASSOCIATION (CPOA) ADDENDUM

Document updated:
October 2021



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



SELLER'S NOTICE OF COMMERCIAL PROPERTY OWNER'S ASSOCIATION INFORMATION

1. Seller: _____
2. Property Address: _____
3. _____
4. Date: _____
5. **INSTRUCTIONS:** (1) CPOA information to be completed by Seller at the time of listing the Property for sale. (2) Upon completion, this
6. Addendum shall be uploaded to the multiple listing service or commercial information exchange, if utilized, or delivered to prospective buyers
7. upon request prior to prospective buyer's submission of a Commercial Real Estate Purchase Contract (Contract) to Seller.

ASSOCIATION(S) GOVERNING THE PROPERTY

8. **CPOA:** _____ Contact Info: _____
9. Management Company (if any): _____ Contact Info: _____
10. Amount of dues: \$ _____ How often? _____
11. Amount of special assessments (if any): \$ _____ How often? _____ Start Date: _____ End Date: _____
MO/DA/YR MO/DA/YR
12. **Master Association** (if any): _____ Contact Info: _____
13. Management Company (if any): _____ Contact Info: _____
14. Amount of dues: \$ _____ How often? _____
15. Amount of special assessments (if any): \$ _____ How often? _____ Start Date: _____ End Date: _____
MO/DA/YR MO/DA/YR
16. **Other:** _____ Contact Info: _____
17. Amount of dues: \$ _____ How often? _____

FEES PAYABLE UPON CLOSE OF ESCROW

18. **Transfer Fees:** Association(s) fees related to the transfer of title: CPOA: \$ _____ Master Association: \$ _____.
19. **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:
20. CPOA: \$ _____ Master Association: \$ _____.
21. **Prepaid Association(s) Fees:** Dues, assessments, and any other Association fees paid in advance of their due date:
22. CPOA: \$ _____ Master Association: \$ _____.
23. **Disclosure Fees:** Association(s)/Management Company(ies) costs incurred in the preparation of a statement or other documents furnished by the Association pursuant to the resale of the Property 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. CPOA: \$ _____ Master Association: \$ _____.
24. **Other Fees:** \$ _____ Explain: _____
25. **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.

34. ^ SELLER'S SIGNATURE _____ MO/DA/YR ^ SELLER'S SIGNATURE _____ MO/DA/YR
35. ^ BY _____ ^ ITS _____

ADDITIONAL OBLIGATIONS

36. **If the Association(s) has less than 50 units**, no later than ten (10) days after Contract acceptance, the Seller shall provide in writing to
37. Buyer the information described below as required by Arizona law.
38. **If the Association(s) has 50 or more units**, Seller shall furnish notice of pending sale that contains the name and address of the Buyer
39. to the Association(s) within ten (10) days or _____ days after Contract acceptance and pursuant to Section 2b of the Contract.
40. Escrow Company is instructed to provide such notice on Seller's behalf. The Association(s) is obligated by Arizona law to provide
41. information described below to Buyer within ten (10) days after receipt of Seller's notice.
42. **BUYER IS ALLOWED FIVE (5) DAYS AFTER RECEIPT OF THE INFORMATION FROM THE SELLER(S) OR ASSOCIATION(S)**
43. **TO PROVIDE WRITTEN NOTICE TO SELLER OF ANY ITEMS DISAPPROVED.**

INFORMATION REQUIRED BY LAW TO BE PROVIDED TO BUYER:

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

BUYER'S ACKNOWLEDGMENT AND TERMS

69. Buyer: _____
70. _____
71. Seller: _____
72. _____
73. Property Address: _____
74. _____
75. Contract Date: _____

76. **The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Property.**

78. **Transfer Fees** shall be paid by: Buyer Seller Other _____

79. **Capital Improvement Fees** shall be paid by: Buyer Seller Other _____

80. Any additional fees not disclosed on page 1 and payable upon close of escrow shall be paid by: Buyer Seller Other _____

81. _____

82. Buyer shall pay all **Prepaid Association Fees**.

83. Seller shall pay all **Disclosure Fees** as required by Arizona law.

84. In a financed purchase, Buyer shall be responsible for all lender fees charged to obtain Association(s)/Management Company(ies) documents.

85. **Other Fees:** _____

86. _____

87. _____

88. **BUYER VERIFICATION:** Buyer may contact the Association(s)/Management Company(ies) for verbal verification of Association
89. **FEES PAYABLE UPON CLOSE OF ESCROW.**

90. **ASSESSMENTS:** Any current Association assessment which is a lien as of Close of Escrow shall be paid in full by Seller. Any assessment
91. that becomes a lien after Close of Escrow is Buyer's responsibility.

ADDITIONAL TERMS AND CONDITIONS

92. _____

93. _____

94. **BUYER ACKNOWLEDGEMENT:** By signing below, Buyer acknowledges receipt of all three (3) pages of this Addendum and acknowledges
95. 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
96. until written disclosure documents are furnished by the Association(s)/Management Company(ies) per Arizona law (A.R.S. § 33-1260 and
97. §33-1806). Buyer further acknowledges that Broker(s) did not verify any of the information contained herein. Buyer therefore agrees to hold
98. Seller and Broker(s) harmless should the **FEES PAYABLE UPON CLOSE OF ESCROW** prove incorrect or incomplete.

99. The undersigned agrees to the additional terms and conditions set forth above and acknowledges receipt of a copy hereof.

100. ^ BUYER'S SIGNATURE _____ MO/DA/YR ^ BUYER'S SIGNATURE _____ MO/DA/YR

101. ^ BY _____ ^ ITS _____

102. **SELLER'S ACCEPTANCE:**

103. ^ SELLER'S SIGNATURE _____ MO/DA/YR ^ SELLER'S SIGNATURE _____ MO/DA/YR

104. ^ BY _____ ^ ITS _____

For Broker Use Only:
Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____
MO/DA/YR