

## ADDENDUM TO CONTRACT FOR PURCHASE AND SALE

THIS ADDENDUM is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
and between \_\_\_\_\_, as Seller and  
\_\_\_\_\_, as Buyer and/or Purchaser.

### WITNESSETH:

WHEREAS, the parties hereto are simultaneously with the execution hereof entering into a Purchase and Sale Agreement for certain real property (the "Property") located in Palm Beach County, Florida ("Purchase and Sale Agreement"); and

WHEREAS, the parties wish to provide that the terms and conditions contained in this Addendum shall apply to the Purchase and Sale Agreement notwithstanding any other provision contained in the printed form to the contrary.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and form a part hereof.
  
2. **ADDITIONAL PROVISIONS.** Additional provisions to the Purchase and Sale Agreement are as follows:
  - a. The Purchaser acknowledges that the Property within the PGA National Resort Community ("PGA National") is subject to the jurisdiction of the Northern Palm Beach County Improvement District ("NPBCID") as part of Units of Development Nos. 11 and 11A and NPBCID will levy annual assessments upon the Property for the retirement of bonds previously issued to construct certain road and water management plan facilities and for maintenance of same. If it shall ever be necessary or desirable to amend the Water Management Plan for NPBCID's Units of Development Nos. 11 and 11A, Purchaser consents to such amendment and irrevocably relinquishes any rights which Purchaser might otherwise have to receive copies of any reports of commissioners appointed to assess the benefits or damages, if any, accruing to the Property as a result of the implementation of any amendment to the Water Management Plan, waives the right to the notice of filing of same or to file objections or exceptions, and consents to the entry of an order or orders by the Circuit Court having jurisdiction approving any report of Commissioners filed with respect to amendments to the Water Management Plan. All of the foregoing shall be binding upon the Purchaser and its successors. Purchaser acknowledges that he has had the opportunity to have this Addendum reviewed by legal counsel of its choice prior to signing and consents to either the filing in the Circuit Court or the recording in the Public Records of Palm Beach County, Florida, of this Addendum or any instrument signed by NPBCID, or any of its agents, relating to the provisions of this paragraph.
  
  - b. Purchaser hereby acknowledges that NPBCID is the fee title owner of the main access roads within PGA National Resort Community (Avenue of Champions; Avenue of the Masters; Tournament Boulevard; and Ryder Cup Boulevard). These are public roads, access to which is open to the public at large, subject to certain restrictions governing traffic control gates discussed in paragraph 2(g) herein.
  
  - c. The provisions of this paragraph shall survive the closing of the Purchase and Sale Agreement.
  
  - d. **Private Clubs; Use of Club Facilities.** Purchaser acknowledges that memberships entitling use of the PGA National Golf & Sports Club recreational facilities ("Club Facilities") are presently being offered by PGA National Golf Club & Sports Center, Ltd. (the "Club") in accordance with the Plan for the Offering of Charter Memberships (the "Plan"). Purchaser acknowledges receipt of the Plan, and that it may be amended from time to time in accordance with its terms. The Plan provides that Purchaser may apply for membership in accordance with the Plan. Purchaser acknowledges that by electing not to acquire a membership with the Property, a membership may only be acquired at a later date if one is available and not reserved and only upon payment of the membership deposit or other payment which is then in effect. Purchaser further understands and agrees that the Club will have no obligation to make a membership available to Purchaser or any subsequent purchaser for the Property at a later date if Purchaser does not acquire a membership with the purchase of the Property. Purchaser further understands that the inability of Purchaser to transfer Purchaser's membership, if any, to the next purchaser of the Property may have an adverse affect on resale efforts relating to the Property. Purchaser acknowledges that, by purchasing or paying for the Property, or by acquiring membership in the Association, Purchaser does not acquire any vested right or easement, prescriptive or otherwise, to use the Club Facilities, nor does Purchaser acquire any ownership or membership interest in the Club Facilities. Purchaser acknowledges that no representations have been made to Purchaser regarding use of the Club Facilities now or in the future, other than as set forth herein or in the Plan. This Section paragraph shall survive the closing of the Purchase and Sale Agreement.
  
  - e. **Associations.** Purchaser expressly acknowledges and agrees that the Property shall be subject to annual assessment by the PGA Property Owners Association, Inc. ("POA") and by the applicable subdivision homeowners/condominium association, and that failure of Purchaser to pay such assessments shall entitle the respective associations to place a lien upon the property for such sum with interest and costs of collection. Purchaser acknowledges and agrees that the amount of the POA's Annual Assessment is subject to change at the discretion of its Board of Governors. This provision shall survive the closing of the Purchase and Sale Agreement.

f. **Noninterference with Construction and Development at PGA National.** Neither the Buyer nor his guests or invitees shall restrict, interrupt, harass or in any manner interfere with the development, sale or operation of any property within PGA National. This paragraph shall survive the closing of the Purchase and Sale Agreement.

g. **Gate House Information Booths; Ryder Cup Boulevard.**

1) **Introduction.** The NPBCID owns a one hundred twenty foot (120') wide road right-of-way in which Ryder Cup Boulevard is now located. Pursuant to certain agreements discussed below, gate houses have been placed at certain locations on Ryder Cup Boulevard. Under certain circumstances, Palm Beach County has the right to have the road right-of-way described above to be conveyed to it to be used as part of Jog Road. When this occurs, the gate houses would be removed and Palm Beach County would maintain the road. Palm Beach County has agreed not to expand the road beyond two (2) lanes, although sufficient land exists for a wider road. The terms under which Palm Beach County may acquire the right-of-way are contained in the City of Palm Beach Gardens Resolution 107,1994 dated August 18, 1994.

2) **Agreement with City.** The Purchaser acknowledges that he has been advised that the gate house information booths at PGA National are subject to the provisions of a certain agreement among the City of Palm Beach Gardens, Florida (hereinafter called the "City"), PGA National Venture, Ltd. (hereinafter called "National"), NPBCID and the POA, which agreement was adopted pursuant to City of Palm Beach Gardens Resolution 15, 1986, amended as of March 1, 1990.

a) The gate houses have mechanical gates. The POA shall have the right and authority to cause the automatic traffic control gates at each gate house information booth on Tournament Boulevard, Ryder Cup Boulevard and Avenue of the Masters to be closed and in a down position on a 24-hour per day basis, 365 days per year, including leap-year, during which time traffic will be allowed to pass through uninterrupted except for persons asking information or situations appearing suspicious, in which event the Service Officer shall take note of the license plate of the vehicle and then contact the POA and/or Police Department.

b) Residents of PGA National will have resident decals to be placed on the front windshield of their cars and the Service Officer will open the gates as such vehicles approach. City, County and State officials have the right to enter at all times.

c) As to vehicles entering without a decal, the Service Officer will ask their destination and allow passage. The Service Officer shall have the right to telephone or otherwise notify any resident of a guest who is present to visit such resident. In the event any such activity reasonably deemed to be suspicious by the Service Officer, the POA Patrol Service will attempt to monitor such situation through one of its patrol cars and may notify the City Police Department, depending upon circumstances.

d) The operational details regarding the gate house information booths on the major loop roads within PGA National are subject to change, from time to time, based upon requirements of the City or by the request of the POA and National for consideration by the City Council. The City Council shall consider the operational changes at a regular meeting and shall authorize the City Manager to notify the POA and National of any changes by letter.

e) At each of the gate houses there are, or will be, two lanes for traffic entering with the extreme right lane specifically marked for residents.

f) In connection with all gate house information booths and gates, in the event of heavy traffic where vehicles are backed up causing unreasonable or unsafe conditions or blocking traffic on PGA Boulevard, Northlake Boulevard or Avenue of the Champions, the Service Officers are instructed, upon request of the City Police Department or the POA, to open the gates and permit traffic to flow so as to avoid unreasonable congestion and unsafe conditions.

h. **Architectural Review.** The Purchaser acknowledges that all new construction and modifications of existing construction and exteriors of improvements within PGA National are subject to the prior written approval of the Architectural Review Committee of the POA. Purchaser agrees to comply with all rules and regulations of the Architectural Review Committee as the same may be amended from time to time. Purchaser agrees not to commence any construction upon any property within PGA National until after the Architectural Review Committee has given its written approval therefor and Purchaser further agrees not to make any modifications of any existing buildings and improvements, including, but not limited to, landscaping and landscape irrigation without prior written approval of the Architectural Review Committee. This provision shall survive the closing.

i. **Indemnification.** Seller and Buyer hereby agree to hold harmless and defend the POA and its affiliates, and its and their officers, directors, agents and employees ("Broker") from and against any and all claims arising out of or relating to any deposits or other funds which may be paid under this Agreement, but are not specifically held by Broker, including, but not limited to, reasonable attorneys' fees and court costs at the trial and all appellate levels.

j. **Homeowner Association Disclosure Summary Under Florida Statute 689.26.**  
**IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 689.26, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.**

- 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, YOU WILL BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
- 4) YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNER'S ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
- 5) THERE IS \_\_\_ IS NOT \_\_\_ AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNER'S ASSOCIATION. THE AMOUNT OF SUCH OBLIGATION, IF ANY, IS PRESENTLY \$\_\_\_\_\_ PER \_\_\_\_\_.
- 6) THE RESTRICTIVE COVENANTS **(CAN) (CANNOT)** BE AMENDED WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP.
- 7) 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.
- 8) THESE DOCUMENTS ARE MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED.

k. **Special Provisions Regarding Approval by Homeowners/Property Owners Association.**

1) This Purchase and Sale Agreement is contingent upon the Buyer being APPROVED by the Homeowners'/Property Owners' Association, whose address is 7100 Fairway Drive, Suite 29, Palm Beach Gardens, Florida 33418. Buyer shall apply for such approval within \_\_\_ days (\_\_\_) from the date of this Purchase and Sale Agreement being signed by both parties and shall use diligent efforts to proceed with obtaining such approval, including any personal appearances if required, or be in default. Seller and Buyer shall promptly sign and deliver any documents required by the Association to complete the transfer. Any application and transfer fees shall be paid for by Seller.

2) The Seller represents that the current Homeowners' Association Maintenance Assessment(s) is in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per \_\_\_\_\_ and \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per \_\_\_\_\_ for the POA. The Seller further states that both of the above assessments may be subject to further change. Prior to closing, Seller

Lot \_\_\_\_\_, Project: \_\_\_\_\_  
Community: PGA National Resort Community

shall furnish Buyer with proof that all charges for maintenance and assessments imposed by the Association(s) are current as of the date of closing.

3) The Seller represents that Seller is not aware of any Pending Association Special Assessment(s) except those disclosed to the Buyer in the total amount of \_\_\_\_\_ Dollars  
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## **PGA RULES AND REGULATIONS**

2. **TRANSFER OF PROPERTY.** Transfer of any Property within PGA National by an Owner of Residential Property is subject to the prior approval of the POA, as provided in the Declaration. Pursuant to Article VII, Section 5(g) of the Declaration, Non-Residential Property is exempt from the provisions of this paragraph 2.1 except as to 2.2.5).
- 2.1 **Sale or Lease.** No Owner of Residential Property may transfer his Property, or any interest therein by sale or lease, without the prior approval of the POA.
- 2.2 **Other Transfers.** No Owner of Residential Property may transfer his Property, or any interest therein by any other means whatsoever, except as specifically provided or by operation of law or by court decree in connection with probate or guardianship proceedings, without prior approval of the POA.
  - 2.2.1 **Sale or Lease.** Any Owner of Residential Property intending to make a bona-fide sale or lease of his property, or any interest therein, shall give the POA notice of such intention by filing a Resale Notice and Acknowledgment, or a Notice of Lease and Acknowledgment, as applicable, on the form available at the POA office. Such notice shall include the name and address of the intended purchaser or lessee, the purchase price, or rental, the terms, and such other information concerning the intended purchaser or lessee as the POA may reasonably require, together with an executed copy of the proposed contract or lease.
  - 2.2.2 **Application Form.** All applications for approval of transfer of Residential Property shall be presented to the POA on the form prescribed by the POA and titled Resale Notice and Acknowledgment, or Notice of Lease and Acknowledgment, whichever is applicable. This form shall request such information as may reasonably be required by the POA. The application package requires an Acknowledgment form to be executed by the neighborhood association.
  - 2.2.3 **Filing Fee.** A filing fee of twenty-five dollars (\$25.00) will be charged to the Owner of the Residential Property for the purpose of defraying the costs associated with processing these requests, changing books and records and other matters associated with the transfer.
  - 2.2.4 **Certificate of Approval.** In the case of a sale of Residential Property, if the proposed transfer is approved by the POA, such approval shall be stated in a recordable certificate executed by the President, Vice President, Secretary or Executive Director of the POA, which certificate shall be recorded among the Public Records of Palm Beach County, Florida, at the expense of the seller. In the case of a lease of Residential Property, any approval must be in writing executed by an officer of the POA. The POA will attempt to expedite the handling of all approval requests.
  - 2.2.5 **Proof of Transfer.** Upon every transfer of title to Property within PGA National, it shall be an obligation of the current Owner and successor Owner to provide the POA with a copy of the deed of conveyance and settlement statement within thirty (30) days after closing or transfer of title to document proof of change of ownership. Failure to provide such documents may result in the POA not having correct and up to date records which could place an Owner at a disadvantage in not receiving notices of assessments. The POA shall not have any responsibility or liability for any lien placed upon property as a result of non-payment of an assessment if the copy of the deed and settlement statement were not timely provided to the POA to enable the POA to properly address assessment notices. This Section 2.2.5) shall apply to both Owners of Residential Property and Non-Residential Property Owners.
- 2.3 **Violations.** The POA shall have the right and authority to deny any request for approval for the sale or lease of property within PGA National as to any Owner of Residential Property who is in violation of any of the duties and obligations imposed by the Declaration, these Rules and Regulations or any other regulatory matter within the jurisdiction of the POA.
- 2.4 **Non-Residential Property.** The ARC shall have no right to review any Lease or Purchase Agreement or other document, affecting any portion of the Non-Residential Property.