

SAGA BAY GARDENS CONDOMINIUM ASSOCIATION
PURCHASER AGREEMENT

THIS PURCHASER AGREEMENT IS DATED THIS ____ day of _____, _____, is by and between the SAGA BAY GARDENS CONDOMINIUM ASSOCIATION, Inc. (hereinafter "Association") and _____ (the Purchaser). This Agreement relates to the unit located at the following address: _____, ("the Premises") ("This Agreement").

Whereas, Purchaser has entered into a contract for purchase of the Premises;

Whereas, the Association, through its Board of Directors, is responsible for enforcement for the Declaration of Condominium, By-Laws, and the Rules and Regulations of the Association ("the Condominium Documents");

Whereas, as a unit owner, the Purchaser, its family, occupants, tenants, agents, contractors, employees, vendors, and invitees ("Purchaser and its invitees") are required to abide by the Rules and Regulations of the Association;

NOW THEREFORE, the parties herein agree as follows:

1. **USE OF THE PREMISES:** The Purchaser agrees that it will use the premises only for residential purposes and that ancillary to residential purposes. All uses must conform to applicable federal, state, and local laws, regulations, zoning codes, ordinances and permits. No exterior changes, modifications or alterations are permitted without the advance written approval of the Association. All signage is prohibited unless approved by the Board of Directors. Purchaser will make no illegal, improper or offensive use of the Property, nor permit the commission of any act that constitutes a crime, public or private nuisance.

2. **COMPLIANCE WITH THE CONDOMINIUM DOCUMENTS:** Purchaser acknowledges, by signing this Agreement that he has read, understands, and agrees to abide by the Condominium Documents, and that Purchaser shall be liable for damages or injury resulting from any violation of the Condominium Documents by Purchaser or its invitees.

3. **INSPECTION OF PREMISES:** The Association has and are hereby granted the right to enter the Property at any time for the protection and preservation of the Property, or at a reasonable time and upon reasonable notice for the purposes of inspection; making necessary or agreed repairs or improvements; supplying agreed services (including pest control); or determining the existence of suspected or reported violations of the Condominium Documents.

4. **LIMITATION OF LIABILITY/HOLD HARMLESS AND INDEMNITY:** The Association shall not be liable to Purchaser and its invitees for damage or injury to persons or property, whether caused by other persons, or whether occurring on the common elements or limited common elements ("the Association property"), or within the Premises, unless such damage is caused by the intentional acts or established gross negligence of the Association. Purchaser recognizes that Association does not warrant the safety or security of the Association property nor the Premises, and is not responsible for safety or security of Purchaser or its invitees, nor their property or their person. Purchaser agrees to indemnify, defend, and hold Association harmless from and against any claims for damages to person or property arising from Purchaser or its invitees' use of all the Association Property or the Premises, or from any actions or activity by Purchaser or its invitees in or about the Association Property or the Premises. Association shall not be liable for personal injury, or for damages to Purchaser or its invitees' personal property from theft, vandalism, fire, water, rain, storms, smoke, explosions, sonic booms, riots or other causes whatsoever unless it is established that Association has acted with gross negligence in maintenance of common elements which are the responsibility of the Association, and which gross negligence is the proximate cause of said damage. Purchaser agrees to notify Association immediately upon the occurrence of any injury, damage or loss suffered by Purchaser and its invitees, or other person upon all premises.

5. **DEFAULT/ENFORCEMENT:** Purchaser acknowledges Association may tow away or cause to be towed away vehicles that are parked on the Association property in contravention of the Condominium Documents. Purchaser further recognizes that the Association may levy fines against a unit for violation of the Condominium Documents. Fines may be levied for violations, without opportunity to cure. The Association will afford the opportunity for a hearing, as required by law, prior to the levy of a fine. Purchaser shall be liable for the payment of any fine duly levied by the Association, arising out of the conduct of Purchaser or its invitees.

6. **COSTS AND ATTORNEY'S FEES:** If either the Association or the Purchaser fails to comply with the agreements, conditions or covenants of this Purchaser Agreement, including violations of the Condominium Documents, or fail to comply with applicable laws, and court action or arbitration (including actions initiated or defended by Association) is required to resolve any dispute, the prevailing party, including the Association, shall be entitled to costs and attorney's fees of that action, at the arbitration, trial or appellate levels.

7. **RIGHT TO RECEIVE RENTAL INCOME:** Purchaser agrees and understands that in the event Purchaser is delinquent in Purchaser's obligation to pay to Association any annual or special assessments, or any installment thereof, Association shall have the right, but not the obligation, to require any Tenant of Purchaser to pay said rental installments, or the portion thereof sufficient to pay said delinquent maintenance assessments, directly to Association, upon Association giving written notice of the exercise of such right to Purchaser and any Tenant. This right of Association is cumulative and in addition to any and all other rights or remedies Association may have against Purchaser or Purchaser's Tenant. Failure of Purchaser to pay to Association the rental installments, or portions thereof, as specified in said notice, shall entitle Association to evict Purchaser's Tenant.

8. **MISCELLANEOUS:**

A. **Binding Effect:** The covenants and conditions contained herein extend to bind the heirs, legal representatives, successors, and assigns of the parties bound by this Purchaser Agreement.

B. **Waiver** The failure of Association to enforce its rights as set forth in Purchase and Sale Agreement Addendum shall not constitute a waiver of the Association's right to do so in any other instance.

C. **Modification:** This Purchaser Agreement may only be modified by an instrument signed by Purchaser and Association.

D. **Captions:** The captions contained in this Purchaser Agreement are for convenience sake only, and are not intended to constitute substantive provisions of this Purchase and Sale Agreement Addendum, nor restrict the subject matter hereof.

E. **Gender:** All references to the masculine are intended to include references to the feminine, as appropriate. All singular references are also intended to incorporate plural references, where appropriate.

F. **Governing Law/Venue:** This Addendum is governed by the laws of Florida. Venue for any action lies exclusively in Miami-Dade County.

G. **Waiver of Trial by Jury**

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT ALL PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

H. **Anti-Discrimination Policy:**

Association does not discriminate in the terms and conditions of rental of units based upon sex, national origin, race, religion, familial status or handicapped status.

PURCHASER:

Sign: _____

Print Name: _____

Date: _____

Sign: _____

Printed Name: _____

Date: _____

PURCHASER:

Sign: _____

Print Name: _____

Date: _____

Sign: _____

Printed Name: _____

Date: _____

SAGA BAY GARDENS CONDOMINIUM
ASSOCIATION, INC.

Sign: _____

Printed Name: _____

Title: _____

Date: _____