

NewHaven at Abacoa

AFFIDAVIT

STATE OF FLORIDA COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared _____ Seller and _____, Buyer who, being duly sworn according to law, depose and say as follows:

1. That Seller is the owner of Lot _____, NEWHAVEN -7A AT ABACOA P.U.D., according to the Plat thereof, recorded in Plat Book 81, Pages 137-144, Public Records of Palm Beach County, Florida ("Affordable Housing Unit").
2. That Seller and Buyer have entered into the contract for purchase and sale of the Affordable Housing Unit, a true and correct copy of which is attached hereto as Exhibit A ("Contract").
3. That Seller and Buyer acknowledge they are bound by the terms and conditions of Article XX, Affordable Housing, of the Declaration of Covenants, Conditions, and Restrictions for NewHaven at Abacoa recorded in Official Record Book 10305 at Page 1117 of the Public Records of Palm Beach County.
4. That Seller and Buyer acknowledge that all sales of Affordable Housing Units are subject to the approval of NewHaven at Abacoa Homeowners Association, Inc. ("Association") and the Abacoa Property Owners Assembly ("Abacoa POA").
5. That Seller and Buyer represent that the Contract attached as Exhibit A states the true and correct terms agreed to between them, including but not limited to, the sale price of the Affordable Housing Unit described in the Contract.
6. That Seller and Buyer represent that this affidavit and the information stated in the attached Exhibit A are made for the purpose of inducing the Association to approve the attached Contract.
7. That Seller and Buyer acknowledge that any misrepresentation, either intentional or negligent, of the sales price stated on the attached Contract may result in the Association or Abacoa POA, acting on its own, or upon the request of the Town of Jupiter, exercising its right to void the transaction contained in the Contract.
8. That Seller and Buyer acknowledge that all costs and fees, including without limitation, all attorneys fees whether or not a cause of action be filed, and at all trial and appellate levels which may accrue to the Association of Abacoa POA as a result of voiding the transaction described in the Contract shall be paid by the Seller and Buyer, jointly and severally, and if the Seller and Buyer, jointly and severally, refuses or fails to pay the cost and fees accruing to the Association of Abacoa POA in connection with voiding the transaction described in the Contract, the Association or Abacoa POA shall have the right to lien the Affordable Housing Unit described herein in an amount equal to such cost and fees accruing to the Association. This assessment and collection of such Assessment authorized pursuant to this paragraph shall be made in accordance with the Assessment powers and lien rights of the Association for Default Assessments. For the Abacoa POA, the Assessment and collection of such Assessment authorized pursuant to this paragraph shall be made in accordance with the Assessment powers and lien rights of the Abacoa POA.
9. That Seller and Buyer acknowledge that this Affidavit and the Exhibit hereto shall be available

to the Town of Jupiter for its inspection and that the Town of Jupiter has the right to rely upon the representations contained in the Affidavit and the Exhibit hereto.

Seller(s)

Seller(s)

State of Florida
County of Palm Beach

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 20____ by_____.
The subscribing party(ies) is (are) personally known to me or produced _____ as identification.

Notary public
Print Name:_____
Commission No:_____
Expiration Date:_____

Buyer(s)

Buyer(s)

State of Florida
County of Palm Beach

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 20____ by_____.
The subscribing party(ies) is (are) personally known to me or produced _____ as identification.

Notary public
Print Name:_____
Commission No:_____
Expiration Date:_____