

Seller's Property Disclosure – Residential



Notice to Licensee: The Seller should fill out this form.

Notice to Seller: Florida law¹ requires a seller of a home to disclose to the buyer all known facts that materially affect the value of the property being sold and that are not readily observable or known by the buyer. This disclosure form is designed to help you comply with the law. However, this disclosure form may not address every significant issue that is unique to the Property. You should think about what you would want to know if you were buying the Property today; and if you need more space for additional information, comments, or explanations, check the Paragraph 10 checkbox and attach an addendum.

Notice to Buyer: The following representations are made by Seller and not by any real estate licensee. This disclosure is not a guaranty or warranty of any kind. It is not a substitute for any inspections, warranties, or professional advice you may wish to obtain. It is not a substitute for your own personal judgment and common sense. The following information is based only upon Seller's actual knowledge of the Property's condition. Sellers can disclose only what they actually know. Seller may not know about all material or significant items. You should have an independent, professional home inspection to verify the condition of the Property and determine the cost of repairs, if any. This disclosure is not a contract and is not intended to be a part of any contract for sale and purchase.

Seller makes the following disclosure regarding the property described as: 4000 48th AVE SO
SANIT PETERS BEACH, FL. 33711 (the "Property")

The Property is owner occupied tenant occupied unoccupied (If unoccupied, how long has it been since Seller occupied the Property? JAN. 8, 2015)

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
1. Structures; Systems; Appliances:			
(a) Are the structures, including roofs; ceilings; walls; doors; windows; foundation; and pool, hot tub, and spa, if any, structurally sound and free of leaks?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Is seawall, if any, and dockage, if any, structurally sound?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Are existing major appliances and heating, cooling, mechanical, electrical, security, and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Are any of the appliances leased? If yes, which ones: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) If any answer to questions 1(a) – 1(c) is no, please explain: _____			
2. Termites; Other Wood-Destroying Organisms; Pests:			
(a) Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 2(a) - 2(b) is yes, please explain: _____			
3. Water Intrusion; Drainage; Flooding:			
(a) Has past or present water intrusion affected the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Have past or present drainage or flooding problems affected the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Is any of the Property located in a special flood hazard area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Is any of the Property located seaward of the coastal construction control line?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Does your lender require flood insurance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Do you have an elevation certificate? If yes, please attach a copy.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) If any answer to questions 3(a) - 3(d) is yes, please explain: _____			

¹ Johnson v. Davis, 480 So.2d 625 (Fla. 1985).

Buyer () () and Seller KT () acknowledge receipt of a copy of this page, which is Page 1 of 4.
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	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
4. Plumbing:			
(a) What is your drinking water source? <input checked="" type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> well <input type="checkbox"/> other			
(b) Have you ever had a problem with the quality, supply, or flow of potable water?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Do you have a water treatment system? If yes, is it <input type="checkbox"/> owned <input type="checkbox"/> leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Do you have a <input checked="" type="checkbox"/> sewer or <input type="checkbox"/> septic system? If septic system, describe the location of each system: _____			
(e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Have there been any plumbing leaks since you have owned the Property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Are any polybutylene pipes on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) If any answer to questions 4(b), 4(c), and 4(e) - 4(g) is yes, please explain: _____ <u>1990 CUMBER PINE BOILER</u>			
5. Pools; Hot Tubs; Spas:			
Note: Florida law requires swimming pools, hot tubs, and spas that received a certificate of completion on or after October 1, 2000, to have at least one safety feature as specified by Section 515.27, Florida Statutes.			
(a) If the Property has a swimming pool, hot tub, or spa that received a certificate of completion on or after October 1, 2000, indicate the existing safety feature(s): <input type="checkbox"/> enclosure that meets the pool barrier requirements <input type="checkbox"/> approved safety pool cover <input type="checkbox"/> required door and window exit alarms <input type="checkbox"/> required door locks <input checked="" type="checkbox"/> none			
(b) Has an in-ground pool on the Property been demolished and/or filled?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Sinkholes:			
Note: When an insurance claim for sinkhole damage has been made by the seller and paid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires the seller to disclose to the buyer that a claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.			
(a) Does past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Has any insurance claim for sinkhole damage been made?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) If any insurance claim for sinkhole damage was made, was the claim paid?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) If any insurance claim for sinkhole damage was paid, were all the proceeds used to repair the damage?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) If any answer to questions 6(a) - 6(c) is yes or the answer to question 6(d) is no, please explain: _____			
7. Deed/Homeowners' Association Restrictions; Boundaries; Access Roads:			
(a) Are there any deed or homeowners' restrictions?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Are there any proposed changes to any of the restrictions?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Are there any resale or leasing restrictions?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Is membership mandatory in a homeowners' association?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Are fees charged by the homeowners' association? <u>FF you JOIN</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Are any driveways, walls, fences, or other features shared with adjoining landowners?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) Are there boundary line disputes or easements affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(i) Are access roads <input type="checkbox"/> private <input checked="" type="checkbox"/> public? If private, describe the terms and conditions of the maintenance agreement: _____			
(j) If any answer to questions 7(a) - 7(h) is yes, please explain: _____			

Buyer () () and Seller (KJ) () acknowledge receipt of a copy of this page, which is Page 2 of 4.
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	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
8. Environmental:			
(a) Was the Property built before 1978? If yes, please see Lead-Based Paint Disclosure.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) If any answer to questions 8(b) - 8(d) is yes, please explain: _____			

9. Governmental:			
(a) Are there any zoning violations or nonconforming uses?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Are there any zoning restrictions affecting additions, improvements, or replacement of the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Do any zoning, land use, or administrative regulations conflict with the existing or intended use of the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Do any restrictions, other than association and flood area requirements, affect improvements or replacement of the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Are any improvements, including additions, located below the base flood elevation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Have any improvements been constructed in violation of applicable local flood guidelines?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) Have any improvements or additions to the Property, whether by you or by others, been constructed in violation of building codes or without necessary permits?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(h) Are there any active permits on the Property that have not been closed by a final inspection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(i) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental, and safety codes, restrictions, or requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(j) If any answer to questions 9(a) - 9(i) is yes, please explain: _____			

10. (If checked) **Other Matters; Additional Comments:** The attached addendum contains additional information, explanation, or comments.

Seller represents that the information provided on this form and any attachments is accurate and complete to the best of Seller's knowledge on the date signed by Seller. Seller authorizes listing broker to provide this disclosure statement to real estate licensees and prospective buyers of the Property. Seller understands and agrees that Seller will promptly notify Buyer in writing if any information set forth in this disclosure statement becomes inaccurate or incorrect.

Seller: KAY L TAYLOR / KAY L TAYLOR Date: 5.3.15
 (signature) (print)

Seller: _____ / _____ Date: _____
 (signature) (print)

Buyer acknowledges that Buyer has read, understands, and has received a copy of this disclosure statement.

Buyer: _____ / _____ Date: _____
 (signature) (print)

Buyer: _____ / _____ Date: _____
 (signature) (print)

Buyer () () and Seller HT () acknowledge receipt of a copy of this page, which is Page 3 of 4.
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James Electric of Tampa Bay, Inc.

No 1724

ER 0015358 7701 91st Street East C-8533
Palmetto, Florida 34221

Phone: 727-638-8895 / Fax: 941-479-7087

DATE: 5/5 2015

NAME	Ray Tarrow		PHONE	
ADDRESS	4000 48th AVE S			
CITY	STATE	ZIP		
St. Pete	FL	33711		

Description of Services Rendered	Amount
Change out all switches and receptacles, add Alumiconns where needed on Aluminum wire Add GFCI's where needed	2460 ⁰⁰
CH # 4038 Date 5/5/15	
Total Amount Due Payment due upon receipt	2460 ⁰⁰

James Electric of Tampa Bay, Inc.
ESTIMATE/PROPOSAL

ER0015358 C-8533

7701 91st Street E
Palmetto, FL. 34221
Phone (727) 638-8895
Fax (941) 479-7087

JOB NAME: Kay Tarrou
ADDRESS: 4000 48th Ave S
St. Petersburg, Fl.
PHONE:

JOB DESCRIPTION:

Install Alumiconn connectors at each device or fixture and install copper pigtails.

30 switches

31 receptacles

5 GFCI receptacles (4 protected)

8 surface light fixtures

3 ceiling fans

3 can lights

1 chandelier

1 fluorescent light

1 dishwasher

1 disposal

1 weather proof GFCI

MATERIAL OR LABOR NOT INCLUDED: Timers or dimmers

ESTIMATED JOB COST: \$2,430

This estimate is for completing the job as described above only. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise before the work has begun.

James Hutcherson - Electrical Contractor _____

04/30/15

I/we accept this estimate/proposal _____

Date _____

(Owner/General Contractor)



FREEMAN

IRRIGATION & REPAIR SERVICE, INC.

1909 - 49th Street So. #16 • Gulfport, Florida 33707 • Phone: (727) 323-8200

Estimate

Date
3/4/2015

Name / Address
Mr. Luke Sergos 4000 48th Ave S 1322 Appartment D St. Petersburg, Fl 33707

Item	Description	Total
Est. Cost	<p>Estimated cost for re-vamping and updating the irrigation system. Primarily, it will be a new system. We may use some of the existing lines, if they are of adequate size. We will install a Rain Sensor, a one inch Brass Wye Strainer & Ball Valve, 7 (Possibly 8) DV-100 Electric Valves, approximately 55 - 1806 Spray Heads, 10 - 50006 Rotor Heads - all connected using PVC Flex Hose. We will also use the necessary feet of #18 - UF approved Irrigation Control Wire, sealing all wire splices with King Connectors. Rainbird will be the primary product. This will also include a new Rainbird ESPM Controller. We estimate it will take 7 work days, to begin the week of March 9, 2015. There is a one year warranty on materials, per normal use. All work to be completed in a workman-like manner. Owner to decide if he wants the controller inside, as the existing, or move it to the outside.</p> <p>Note: We also offer a monthly maintenance program.</p> <p>Payment terms: \$2000.00 upon acceptance and the balance of \$4300.00 due upon completion.</p> <p>3-9 # 4000 2000⁰⁰ 3-18 # 4012 4300⁰⁰ <hr/> 6300⁰⁰</p> <p><i>paid in full through 700</i></p>	6,300.00

Respectfully submitted by Freeman Irrigation & Repair Service, Inc.

Signature _____



4595 118th Avenue North
 Clearwater, FL 33762
 727-527-7864

INVOICE

DATE	INVOICE #	CUST #
-------------	------------------	---------------

5/22/2015	0000027784	0001735
5/22/2015		

BILL TO:

Kay Tarrou
 4000 48th Avenue South
 Saint Petersburg FL 33711

SHIP TO:

Kay Tarrou
 4000 48th Avenue South
 Saint Petersburg FL 33711

727-866-9060

P.O. NUMBER		TERMS	SALES PERSON		
		COD	Tim Dembek		
QUAN	Part #	DESCRIPTION		PRICE EACH	AMOUNT
1.00		Perform Residential Maintenance 2 of 2			
1.00		Service Description - Full maintenance on split system. Washed out condensing unit coil, vacuumed out drain line, tested float switch, and place pan tabs in main drain pan. Check all cooling functions in system is operating properly at this time.			
<p>Thank you for your business!</p> <p>All repairs are warrantied for 30 days. Please call our office at 727-527-7864 if you have any questions about the invoice. We are happy to assist you.</p>					

Signature here _____ Thank You!
 I agree with the services performed and technician recommendations

Dispatch Number :	79909	\$0.00
Maintenance Agreement	0000192	
Dispatch Technician	Tim Dembek	TOTAL AMOUNT DUE TODAY
Payment Method	Cash	Check # _____ CC # _____ CCV _____ exp _____
Equipment:		



----PRIME----

Air Conditioning & Refrigeration, Inc.

727-527-7864

Fax 727-527-7865

PROPOSAL-CONTRACT

Quality Service at a Fair Price

Servicing All Makes and Models

5522 Haines Road
St. Petersburg, FL 33714

No.

031904-TR

Florida Contractor
License No: CAC057307

next Thursday

Proposal Submitted To		EQUIPMENT	
NAME:	Kay Tarrou	AIR HANDLER	
STREET:	4000 48th Avenue South	Model #	_____
CITY:	St. Petersburg, FL 33711	Serial #	_____ Capacity _____
PHONE	866-9060	CONDENSING UNIT	
FAX:		Model #	_____
		Serial #	_____ Capacity _____
		DATE:	March 19, 2004

We hereby submit specifications and estimates for: Removal of existing equipment. Installation of a new 3-1/2 ton Trane XL14i Heat Pump Split System. Air handler to be installed vertical in the garage and be equipped with 5 kw auxiliary heat strip and a float switch. Condensing unit to be relocated to east side of garage. Proposal includes:

- ❖ New drain line
- ❖ New copper refrigerant lines
- ❖ New line cover (plug line cover, plug holes above electric service panel)
- ❖ Repair stucco from existing line cover, includes painting with no guarantee to match
- ❖ Repair minor cracks on blocks on east side of house
- ❖ Relocate high-voltage wiring for condensing unit
- * *Replace Flex line near supply plenum with Metal duct.*

- ❖ New stand for air handler
- ❖ One (1) new trunk line to supply Florida room
- ❖ Repair all minor duct leaks on duct system
- ❖ One (1) new return air grill
- ❖ New supply air plenum with control dampers
- ❖ 10-year all parts warranty, 2-years labor

Price for above work	\$6,150.00
Less Trane Rebate	500.00
Less Progress Energy Rebate	150.00
Price less rebates	\$5,500.00

We hereby propose to furnish labor and materials – complete in accordance with the above specifications, for the sum of: Six-thousand one-hundred fifty DOLLARS and no CENTS (\$6,150.00) – Prices valid for 30 days

With payment to be made as follows: 100% upon completion of installation. *CH 1789 PL PTD*

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation for above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Prime Air Conditioning & Refrigeration, Inc.

Submitted by: Peter F. Dembek, President

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Purchaser agrees that until all monies due Prime A/C & Refrigeration, Inc., have been paid in full by cash, title and the right to repossess all equipment shall remain vested in Prime A/C & Refrigeration, Inc. In the event payment is not made as agreed and this contract is placed with an attorney for collection, purchaser agrees to pay all costs of collection including a reasonable amount as attorney's fees. Interest rate of 18% annum will be added to all delinquent balances.

ACCEPTED:

DATE

Signature

Signature:



A Company Where Honesty and Quality Work Hand & Hand



Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Kay Tarrou (SELLER) and _____ (BUYER) concerning the Property described as 4000 48th Avenue S., St. Petersburg, FL 33711

Buyer's Initials _____ Seller's Initials KT

P. LEAD-BASED PAINT DISCLOSURE (Pre-1978 Housing)

Lead-Based Paint Warning Statement

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

Seller's Disclosure (INITIAL)

- KT (a) Presence of lead-based paint or lead-based paint hazards (CHECK ONE BELOW):
- Known lead-based paint or lead-based paint hazards are present in the housing.
 - Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.
- KT (b) Records and reports available to the Seller (CHECK ONE BELOW):
- Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: _____
 - Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

- _____ (c) Buyer has received copies of all information listed above.
- _____ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- _____ (e) Buyer has (CHECK ONE BELOW):
- Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Licensee's Acknowledgement (INITIAL)

- SKK (f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of Licensee's responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Kay Tarrou</u>	<u>5-26-15</u>	_____	_____
SELLER	Date	BUYER	Date
_____	_____	_____	_____
SELLER	Date	BUYER	Date
<u>SKK</u>	<u>5-26-15</u>	_____	_____
Listing Licensee	Date	Selling Licensee	Date

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.

Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



When initialed by all parties, the parties acknowledge that the disclosure set forth below was provided to Buyer prior to execution of the Florida Realtors/Florida Bar Residential Contract For Sale and Purchase between

Kay Tarrou (SELLER)
and _____ (BUYER)
concerning the Property described as 4000 48th Avenue S., St. Petersburg, FL 33711

Buyer's Initials _____ Seller's Initials KT

B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, 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 OR REPRESENTATIVE 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.

BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THIS DISCLOSURE.

Disclosure Summary For MAXIMO MOORINGS
(Name of Community)

- (a) AS A BUYER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION ("ASSOCIATION").
- (b) THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS ("COVENANTS") GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
- (c) YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ _____ PER _____. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ _____ PER _____.
- (d) YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
- (e) YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
- (f) 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 \$ _____ PER _____.
- (g) 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.
- (h) 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.
- (i) THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

DATE _____ BUYER _____

DATE _____ BUYER _____