

# THE SIMMS TEAM

We appreciate your showing this property, and thank you and the prospective buyers for their offer. To make the process smoother, we are providing you with various documents prior to your writing the offer, and are conveying certain requests from the sellers so that they can be incorporated in the original offer.

Attached are the following:

- ☐ FAR/BAR Sale and Purchase Contract, partially filled out
- ☐ Seller's Property Disclosure
- ☐ Seller's Lead Based Paint Warning Statement

Please note the following requests from the sellers:

All offers shall be on an approved FAR or FAR/BAR contract form and shall be submitted directly to me, and I will then convey the offers to the Seller.

Seller asks that the Buyer give you the earnest money when the offer is submitted – please sign the contract acknowledging receipt of the deposit, as well as who is holding the escrow. (i.e., they do not want the deposit to be upon or after acceptance).

All offers shall be accompanied by a pre-approval from a lender, subject only to property conditions (appraisal, title, etc). In the case of a cash offer, the offer shall be accompanied by proof of funds to close.

Please let us know your agency relationship with the buyer in writing.

Finally, please give us a call before writing an offer to insure that you have the most current status on this property.

Thank you!

Sharon Simms and The Simms Team  
ALVA International, Inc.  
E-mail: [Offer@SimmsTeam.com](mailto:Offer@SimmsTeam.com)

# Residential Contract For Sale And Purchase

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



1\* **PARTIES:** Vincent M. and Wendy Durand ("Seller"),  
2\* and ("Buyer"),  
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property  
4 (collectively "Property") pursuant to the terms and conditions of this Residential Contract For Sale And Purchase and  
5 any riders and addenda ("Contract"):

## 1. PROPERTY DESCRIPTION:

7\* (a) Street address, city, zip: 101 Bay Point Drive NE, St. Petersburg, FL 33704  
8\* (b) Property is located in: Pinellas County, Florida. Real Property Tax ID No: 17-31-17-04428-000-0010  
9\* (c) Legal description of the Real Property: BAY POINT-SNELL ISLE LOT 1 & RIP RTS

10\*  
11 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and  
12 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded below.

13 (d) Personal Property: The following items owned by Seller and existing on the Property as of the date  
14 of the initial offer are included in the purchase ("Personal Property"): (i) range(s)/oven(s), dishwasher(s),  
15 disposal, ceiling fan(s), intercom, light fixtures, rods, draperies and other window treatments, garage door  
16 openers, and security gate and other access devices; and (ii) those additional items checked below. If  
17 additional details are necessary, specify below. **If left blank, the item below is not included:**

|   |   |  |   |
|---|---|--|---|
| <input checked="" type="checkbox"/> Refrigerator(s) | <input checked="" type="checkbox"/> Smoke detector(s) | <input type="checkbox"/> Pool barrier/fence                    | <input type="checkbox"/> Storage shed                       |
| <input checked="" type="checkbox"/> Microwave oven  | <input type="checkbox"/> Security system              | <input checked="" type="checkbox"/> Pool equipment             | <input type="checkbox"/> TV antenna/satellite dish          |
| <input checked="" type="checkbox"/> Washer          | <input type="checkbox"/> Window/wall a/c              | <input type="checkbox"/> Pool heater                           | <input checked="" type="checkbox"/> Water softener/purifier |
| <input checked="" type="checkbox"/> Dryer           | <input type="checkbox"/> Generator                    | <input checked="" type="checkbox"/> Spa or hot tub with heater | <input type="checkbox"/> Storm shutters and panels          |
| <input type="checkbox"/> Stand-alone ice maker      |   | <input type="checkbox"/> Above ground pool                     |   |

18 The only other items of Personal Property included in this purchase, and any additional details regarding  
19 Personal Property, if necessary, are: N/A

20\*  
21 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

22\* (e) The following items are excluded from the purchase: N/A  
23\*

## 2. PURCHASE PRICE (U.S. currency): \$

25\* (a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$

26 The initial deposit made payable and delivered to "Escrow Agent" named below

27\* (CHECK ONE): ☐ accompanies offer or ☐ is to be made upon acceptance (Effective Date)

28\* or ☐ is to be made within (if blank, then 3) days after Effective Date

29\* Escrow Agent Information: Name: \_\_\_\_\_

30\* Address: \_\_\_\_\_ Phone: \_\_\_\_\_

31\* E-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

32\* (b) Additional deposit to be delivered to Escrow Agent within (if blank, then 3) days after Effective Date \$

34 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

35\* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8

36\* (d) Other: \$

37 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other COLLECTED funds. \$

39 **NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.**

## 3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

41\* (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before

42\* this offer shall be deemed withdrawn and the Deposit, if any, will be returned to Buyer.

43 Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day  
44 the counter-offer is delivered.

45 (b) The effective date of this Contract will be the date when the last one of the Buyer and Seller has signed or  
46 initialed this offer or final counter-offer ("Effective Date").

47 **4. CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur  
48 and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered  
49\* ("Closing") on ("Closing Date"), at the time established by the Closing Agent.

50 **5. EXTENSION OF CLOSING DATE:**

- 51 (a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth In Lending Act (TILA)  
52 notice requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements,  
53 not to exceed 7 days.
- 54 (b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes:  
55 (i) disruption of utilities or other services essential for Closing, or (ii) Hazard, Wind, Flood or Homeowners'  
56 insurance, to become unavailable prior to Closing, Closing will be extended a reasonable time up to 3 days  
57 after restoration of utilities and other services essential to Closing, and availability of applicable Hazard, Wind,  
58 Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not  
59\* occurred within \_\_\_\_\_ (if left blank, 14) days after Closing Date, then either party may terminate this  
60 Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby  
61 releasing Buyer and Seller from all further obligations under this Contract.

- 62 **6. OCCUPANCY AND POSSESSION:** Unless otherwise stated herein, Seller shall, at Closing, have removed all  
63 personal items and trash from the Property and shall deliver occupancy and possession, along with all keys,  
64 garage door openers, access devices and codes, as applicable, to Buyer. If Property is intended to be rented or  
65 occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant  
66 to STANDARD D. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from  
67 date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have  
68 accepted Property in its existing condition as of time of taking occupancy, except with respect to any items  
69 identified by Buyer pursuant to Paragraph 12 prior to taking occupancy which require repair, replacement,  
70 treatment or remedy.
- 71\* **7. ASSIGNABILITY: (CHECK ONE)** ☐ Buyer may assign and thereby be released from any further liability  
72\* under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign  
73 this Contract.

74 **FINANCING**

75 **8. FINANCING:**

- 76\* ☐ (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing contingency  
77 to Buyer's obligation to close.
- 78\* ☐ (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a ☐ conventional ☐ FHA  
79\* ☐ VA loan on the following terms within \_\_\_\_\_ (if blank, then 30) days after Effective Date ("Loan  
80\* Commitment Date") for: **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate loan in  
81\* the principal amount of \$\_\_\_\_\_ or \_\_\_\_\_% of the Purchase Price, at an initial interest rate  
82\* not to exceed \_\_\_\_\_% (if blank, then prevailing rate based upon Buyer's creditworthiness), and for a  
83\* term of \_\_\_\_\_ years ("Financing").

84\* Buyer will make mortgage loan application for the Financing within \_\_\_\_\_ (if blank, then 5) days after  
85 Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing  
86 ("Loan Commitment") and close this Contract. Buyer shall keep Seller and Broker fully informed about  
87 the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and  
88 Buyer's lender to disclose such status and progress to Seller and Broker.

89 If Buyer does not receive Loan Commitment, then Buyer may terminate this Contract by delivering written  
90 notice to Seller, and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all  
91 further obligations under this Contract.

92 If Buyer does not deliver written notice to Seller of receipt of Loan Commitment or Buyer's written waiver of  
93 this financing contingency, then after Loan Commitment Date Seller may terminate this Contract by  
94 delivering written notice to Buyer and the Deposit shall be refunded to Buyer, thereby releasing Buyer and  
95 Seller from all further obligations under this Contract.

96 If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not  
97 thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default;  
98 (2) Property related conditions of the Loan Commitment have not been met (except when such conditions  
99 are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is  
100 insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of  
101 Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller  
102 from all further obligations under this Contract.

- 103\* ☐ (c) Assumption of existing mortgage (see rider for terms).  
104\* ☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Other: \_\_\_\_\_
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees

Seller will pay the following amounts/percentages of the Purchase Price for the following costs and expenses:

(i) up to \$\_\_\_\_\_ or \_\_\_\_\_% (1.5% if left blank) for General Repair Items ("General Repair Limit"); and

(ii) up to \$\_\_\_\_\_ or \_\_\_\_\_% (1.5% if left blank) for WDO treatment and repairs ("WDO Repair Limit"); and

(iii) up to \$\_\_\_\_\_ or \_\_\_\_\_% (1.5% if left blank) for costs associated with closing out open or expired building permits and obtaining required building permits for any existing improvement for which a permit was not obtained ("Permit Limit").

If, prior to Closing, Seller is unable to meet the Maintenance Requirement as required by Paragraph 11 or the repairs, replacements, treatments or permitting as required by Paragraph 12, then, sums equal to 125% of estimated costs to complete the applicable item(s) (but, not in excess of applicable General Repair, WDO Repair, and Permit Limits set forth above, if any) shall be escrowed at Closing. If actual cost of required repairs, replacements, treatment or permitting exceed applicable escrowed amounts, Seller shall pay such actual costs (but, not in excess of applicable General Repair, WDO Repair, and Permit Limits set forth above).

Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Other: \_\_\_\_\_
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance

(c) **TITLE EVIDENCE AND INSURANCE:** At least \_\_\_\_\_ (if blank, then 5) days prior to Closing Date, a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and charges for owner's policy endorsements, title search, and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below **(CHECK ONE):**

☒ (i) Seller will designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select); or

☐ (ii) Buyer will designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements, and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller will furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$\_\_\_\_\_ (if blank, \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☐ N/A will pay for a home warranty plan issued by \_\_\_\_\_ at a cost not to exceed \$\_\_\_\_\_. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller will pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an

improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer will pay all other assessments. **If special assessments may be paid in installments (CHECK ONE):**

☒ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

**IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.**

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190 F.S. which lien shall be treated as an ad valorem tax and prorated pursuant to STANDARD K.

## DISCLOSURES

### 10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.
- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation, Buyer may terminate this Contract by delivering written notice to Seller within 20 days after Effective Date, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.
- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint rider is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE:** BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **TAX WITHHOLDING:** If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"), Buyer and Seller will comply with FIRPTA, which may require Seller to provide additional cash at Closing.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer.

## PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

**11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, and those repairs, replacements or treatments required to be made by this Contract, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("Maintenance Requirement").

### 12. PROPERTY INSPECTION AND REPAIR:

- (a) **INSPECTION PERIOD:** By the earlier of 15 days after Effective Date or 5 days prior to Closing Date ("Inspection Period"), Buyer may, at Buyer's expense, conduct "General", "WDO", and "Permit" Inspections described below. If Buyer fails to timely deliver to Seller a written notice or report required by (b), (c), or (d) below, then, except for Seller's continuing Maintenance Requirement, Buyer shall have waived Seller's obligation(s) to repair, replace, treat or remedy the matters not inspected and timely reported. If this Contract does not close, Buyer will repair all damage to Property resulting from Buyer's inspections, return Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its completion.



(b) **GENERAL PROPERTY INSPECTION AND REPAIR:**

(i) **General Inspection:** Those items specified in Paragraph 12(b)(ii) below, which Seller is obligated to repair or replace ("General Repair Items") may be inspected ("General Inspection") by a person who specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected ("Professional Inspector"). Buyer shall, within the Inspection Period, inform Seller of any General Repair Items that are not in the condition required by (b)(ii) below by delivering to Seller either a written notice or a copy of the portion of Professional Inspector's written report dealing with such items.

(ii) **Property Condition:** The following items shall be free of leaks, water damage or structural damage: ceiling, roof (including fascia and soffits), exterior and interior walls, doors, windows, and foundation. The above items together with pool, pool equipment, non-leased major appliances, heating, cooling, mechanical, electrical, security, sprinkler, septic and plumbing systems and machinery, seawalls, and dockage, are, and shall be maintained until Closing, in "Working Condition" (defined below). Torn screens (including pool and patio screens), fogged windows, and missing roof tiles or shingles will be repaired or replaced by Seller prior to Closing. Seller is not required to repair or replace "Cosmetic Conditions" (defined below), unless the Cosmetic Conditions resulted from a defect in an item Seller is obligated to repair or replace. "Working Condition" means operating in the manner in which the item was designed to operate. "Cosmetic Conditions" means aesthetic imperfections that do not affect Working Condition of the item, including, but not limited to, pitted marcite; tears, worn spots and discoloration of floor coverings, wallpapers, or window treatments; nail holes, scrapes, scratches, dents, chips or caulking in ceilings, walls, flooring, tile, fixtures, or mirrors; and minor cracks in walls, floor tiles, windows, driveways, sidewalks, pool decks, and garage and patio floors. Cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks, leakage or structural damage.

(iii) **General Property Repairs:** Seller is only obligated to make such general repairs as are necessary to bring items into the condition specified in Paragraph 12(b)(ii) above. Seller will, within 5 days after receipt of Buyer's written notice or General Inspection report, either have the reported repairs to General Repair Items estimated by an appropriately licensed person and a copy delivered to Buyer, or have a second inspection made by a Professional Inspector and provide a copy of such report and estimates of repairs to Buyer. If Buyer's and Seller's inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together will choose, and equally split the cost of, a third Professional Inspector, whose written report will be binding on the parties.

If costs to repair General Repair Items equals or is less than the General Repair Limit, Seller will have repairs made in accordance with Paragraph 12(f). If cost to repair General Repair Items exceeds the General Repair Limit, then within 5 days after a party's receipt of the last estimate: (A) Seller may elect to pay the excess by delivering written notice to Buyer, or (B) Buyer may deliver written notice to Seller designating which repairs of General Repair Items Seller shall make (at a total cost to Seller not exceeding the General Repair Limit) and agreeing to accept the balance of General Repair Items in their "as is" condition, subject to Seller's continuing Maintenance Requirement. If neither party delivers such written notice to the other, then either party may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) **WOOD DESTROYING ORGANISM ("WDO") INSPECTION AND REPAIR:**

(i) **WDO Inspection:** The Property may be inspected by a Florida-licensed pest control business ("WDO Inspector") to determine the existence of past or present WDO infestation and damage caused by infestation ("WDO Inspection"). Buyer shall, within the Inspection Period, deliver a copy of the WDO Inspector's written report to Seller if any evidence of WDO infestation or damage is found. "Wood Destroying Organism" ("WDO") means arthropod or plant life, including termites, powder-post beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences.

(ii) **WDO Repairs:** If Seller previously treated the Property for the type of WDO found by Buyer's WDO Inspection, Seller does not have to retreat the Property if there is no visible live infestation, and Seller, at Seller's cost, transfers to Buyer at Closing a current full treatment warranty for the type of WDO found. Seller will, within 5 days after receipt of Buyer's WDO Inspector's report, have reported WDO damage estimated by an appropriately licensed person, necessary corrective treatment, if any, estimated by a WDO Inspector, and a copy delivered to Buyer. Seller will have treatments and repairs made in accordance with Paragraph 12(f) below up to the WDO Repair Limit. If cost to treat and repair the WDO infestations and damage to Property exceeds the WDO Repair Limit, then within 5 days after receipt of Seller's estimate, Buyer may deliver written notice to Seller agreeing to pay the excess, or designating which WDO repairs Seller shall make (at a total cost to Seller not exceeding the WDO Repair Limit), and accepting the balance of the Property in its "as is" condition with regard to WDO infestation and damage, subject to Seller's continuing Maintenance Requirement. If Buyer does not deliver such written notice to Seller, then either party may terminate this

Contract by written notice to the other, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

**(d) INSPECTION AND CLOSE-OUT OF BUILDING PERMITS:**

(i) **Permit Inspection:** Buyer may have an inspection and examination of records and documents made to determine whether there exist any open or expired building permits or unpermitted improvements to the Property ("Permit Inspection"). Buyer shall, within the Inspection Period, deliver written notice to Seller of the existence of any open or expired building permits or unpermitted improvements to the Property.

(ii) **Close-Out of Building Permits:** Seller will, within 5 days after receipt of Buyer's Permit Inspection notice, have an estimate of costs to remedy Permit Inspection items prepared by an appropriately licensed person and a copy delivered to Buyer. No later than 5 days prior to Closing Date, Seller shall, up to the Permit Limit have open and expired building permits identified by Buyer or known to Seller closed by the applicable governmental entity, and obtain and close any required building permits for improvements to the Property. Prior to Closing Date, Seller will provide Buyer with any written documentation that all open and expired building permits identified by Buyer or known to Seller have been closed out and that Seller has obtained required building permits for improvements to the Property. If final permit inspections cannot be performed due to delays by the governmental entity, Closing Date shall be extended for up to 10 days to complete such final inspections, failing which, either party may terminate this Contract, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

If cost to close open or expired building permits or to remedy any permit violation of any governmental entity exceeds Permit Limit, then within 5 days after a party's receipt of estimates of cost to remedy: (A) Seller may elect to pay the excess by delivering written notice to Buyer; or (B) Buyer may deliver written notice to Seller accepting the Property in its "as is" condition with regard to building permit status and agreeing to receive credit from Seller at Closing in the amount of Permit Limit. If neither party delivers such written notice to the other, then either party may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(e) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the Maintenance Requirement, has made repairs and replacements required by this Contract, and has met all other contractual obligations.

**(f) REPAIR STANDARDS; ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:**

All repairs and replacements shall be completed in a good and workmanlike manner by an appropriately licensed person, in accordance with all requirements of law, and shall consist of materials or items of quality, value, capacity and performance comparable to, or better than, that existing as of the Effective Date. Except as provided in Paragraph 12(c)(ii), at Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

**ESCROW AGENT AND BROKER**

**13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to COLLECTION, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become COLLECTED shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order. Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

**14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate

professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

#### DEFAULT AND DISPUTE RESOLUTION

##### 15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

##### 16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter.

This Paragraph 16 shall survive Closing or termination of this Contract.

##### 17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

#### STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

##### 18. STANDARDS:

###### A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall



STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

392

393 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or  
394 before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the  
395 amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject  
396 only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions  
397 and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise  
398 common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted  
399 public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to  
400 rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f)  
401 assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that,  
402 unless waived by Paragraph 12 (a), there exists at Closing no violation of the foregoing and none prevent use of the  
403 Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above,  
404 then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title  
405 Standards adopted by authority of The Florida Bar and in accordance with law.

406 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify  
407 Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it  
408 is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after  
409 date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period")  
410 after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller,  
411 Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will  
412 deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will  
413 close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's  
414 notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of  
415 Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days  
416 within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure  
417 Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date  
418 has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or  
419 (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from  
420 all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects,  
421 and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,  
422 thereby releasing Buyer and Seller from all further obligations under this Contract.

423 B. **SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon  
424 encroach on setback lines, easements, or lands of others; or violate any restrictions, covenants, or applicable  
425 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such  
426 matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than  
427 Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey  
428 shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior  
429 survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the  
430 preparation of such prior survey, to the extent the affirmations therein are true and correct.

431 C. **INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to  
432 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

433 D. **LEASES:** Seller shall, within 5 days after Inspection Period, furnish to Buyer copies of all written leases and  
434 estoppel letters from each tenant specifying nature and duration of tenant's occupancy, rental rates, advanced rent  
435 and security deposits paid by tenant, and income and expense statements for preceding 12 months ("Lease  
436 Information"). If Seller is unable to obtain estoppel letters from tenant(s), the same information shall be furnished by  
437 Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant(s)  
438 to confirm such information. If terms of the lease(s) differ materially from Seller's representations, Buyer may deliver  
439 written notice to Seller within 5 days after receipt of Lease Information, but no later than 5 days prior to Closing  
440 Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all  
441 further obligations under this Contract. Seller shall, at Closing, deliver and assign all original leases to Buyer who  
442 shall assume Seller's obligation thereunder.

443 E. **LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting; (i) to the absence of any financing  
444 statement, claims of lien or potential lienors known to Seller, and (ii) that there have been no improvements or repairs  
445 to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or  
446 repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general  
447 contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all  
448 such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for  
449 improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid  
450 or will be paid at Closing.

451 F. **TIME:** Calendar days shall be used in computing time periods. Any time periods provided for in this Contract

STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

452

453 which shall end on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m.  
454 (where the Property is located) of the next business day. Time is of the essence in this Contract.

455 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be  
456 liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or  
457 prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual  
458 transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of  
459 Buyer or Seller, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in  
460 part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force  
461 Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent  
462 performance under this Contract more than 14 days beyond Closing Date, then either party may terminate this  
463 Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer  
464 and Seller from all further obligations under this Contract.

465 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,  
466 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described  
467 in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by  
468 absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

469 **I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

470 (i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the  
471 attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title  
472 insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

473 (ii) **CLOSING DOCUMENTS:** At Closing, Seller shall furnish and pay for, as applicable, deed, bill of sale,  
474 certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, and corrective  
475 instruments. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract.  
476 Buyer shall furnish and pay for, as applicable, mortgage, mortgage note, security agreement, financing statements,  
477 survey, base elevation certification, and other documents required by Buyer's lender.

478 (iii) **PROCEDURE:** The deed shall be recorded upon COLLECTION of all closing funds. If the Title  
479 Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the  
480 escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to**  
481 **COLLECTION** of all closing funds, disburse at Closing the brokerage fees to Broker and the net sale proceeds to  
482 Seller.

483 **J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide  
484 for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow  
485 and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period  
486 of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer  
487 shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt  
488 of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds  
489 paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with  
490 such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to  
491 Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the  
492 Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be  
493 available to Buyer by virtue of warranties contained in the deed or bill of sale.

494 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of  
495 the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes  
496 (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents  
497 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in  
498 which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by  
499 prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to  
500 Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current  
501 year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing  
502 occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be  
503 prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then  
504 taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of  
505 year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated  
506 based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which,  
507 request shall be made to the County Property Appraiser for an informal assessment taking into account available  
508 exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of  
509 current year's tax bill. This STANDARD K shall survive Closing.

510 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller shall,  
511 upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a

STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

512

513 walk-through (or follow-up walk-through if necessary) prior to Closing.

514 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty  
515 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not  
516 exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed  
517 pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated  
518 cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of  
519 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase  
520 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of  
521 Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the  
522 Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation  
523 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

524 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with  
525 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate  
526 in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however,  
527 cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent  
528 upon, nor extended or delayed by, such Exchange.

529 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES:** Neither this Contract nor any  
530 notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the  
531 parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural  
532 and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real  
533 estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in  
534 writing and may be made by mail, personal delivery or electronic (including "pdf") media. A legible facsimile or  
535 electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an  
536 original.

537 **P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement  
538 of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or  
539 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change  
540 in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended  
541 to be bound by it.

542 **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this  
543 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or  
544 rights.

545 **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten  
546 or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

547 **S. COLLECTION or COLLECTED:** "COLLECTION" or "COLLECTED" means any checks tendered or received,  
548 including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent  
549 or Closing Agent. Closing and disbursement of funds and delivery of Closing documents may be delayed by  
550 Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

551 **T. LOAN COMMITMENT:** "Loan Commitment" means a statement by the lender setting forth the terms and  
552 conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower.

553 **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State of  
554 Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county in  
555 which the Real Property is located.

ADDENDA AND ADDITIONAL TERMS

556

557 **19. ADDENDA:** The following additional terms are included in the attached addenda and incorporated into this  
558\* Contract (Check if applicable):

- |  |  |   |  |
|--|--|---|--|
| <input type="checkbox"/> A. Condominium Assn.      | <input type="checkbox"/> L. Right to Inspect/<br>Cancel                                    | <input type="checkbox"/> R. Rezoning                        | <input type="checkbox"/> Y. Seller's Attorney<br>Approval              |
| <input type="checkbox"/> B. Homeowners' Assn.      |  | <input type="checkbox"/> S. Lease Purchase/<br>Lease Option | <input type="checkbox"/> Z. Buyer's Attorney<br>Approval               |
| <input type="checkbox"/> C. Seller Financing       | <input type="checkbox"/> M. Defective Drywall  | <input type="checkbox"/> T. Pre-Closing<br>Occupancy        | <input type="checkbox"/> AA. Licensee-Personal<br>Interest in Property |
| <input type="checkbox"/> D. Mortgage Assumption    | <input type="checkbox"/> N. Coastal Construction<br>Control Line                           | <input type="checkbox"/> U. Post-Closing<br>Occupancy       | <input type="checkbox"/> BB. Binding Arbitration                       |
| <input type="checkbox"/> E. FHA/VA Financing       | <input type="checkbox"/> O. Insulation Disclosure  | <input type="checkbox"/> V. Sale of Buyer's<br>Property     | <input type="checkbox"/> Other _____                                   |
| <input type="checkbox"/> F. Appraisal Contingency  | <input checked="" type="checkbox"/> P. Pre-1978 Housing<br>Statement (Lead<br>Based Paint) | <input type="checkbox"/> W. Back-up Contract                |  |
| <input type="checkbox"/> G. Short Sale             | <input type="checkbox"/> Q. Housing for Older<br>Persons                                   | <input type="checkbox"/> X. Kick-out Clause                 |  |
| <input type="checkbox"/> H. Homeowners' Insurance  |  |   |  |
| <input type="checkbox"/> I. FIRPTA                 |  |   |  |
| <input type="checkbox"/> J. Interest-Bearing Acct. |  |   |  |
| <input type="checkbox"/> K. "As Is"                |  |   |  |

559\* 20. ADDITIONAL TERMS: Seawall, dock and davits are conveyed "as is."

560\*

561\*

562\*

563\*

564\*

565\*

566\*

567\*

568\*

569\*

570 COUNTER-OFFER/REJECTION

571\* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and  
572 deliver a copy of the acceptance to Seller).

573\* ☐ Seller rejects Buyer's offer.

574 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE  
575 OF AN ATTORNEY PRIOR TO SIGNING.

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

577 *Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms*  
578 *and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions*  
579 *should be negotiated based upon the respective interests, objectives and bargaining positions of all interested*  
580 *persons.*

581 AN ASTERISK (\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO  
582 BE COMPLETED.

583\* Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

584\* Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

585\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_

586\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_

587 Buyer's address for purposes of notice

588\*

589\*

590\*

Seller's address for purposes of notice

591 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled  
592 to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent  
593 to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage  
594 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has  
595 retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation  
596 made by Seller or Listing Broker to Cooperating Brokers.

597\*

598 Cooperating Sales Associate, if any

599\*

600 Cooperating Broker, if any

Tami Simms / Sharon Simms

Listing Sales Associate

ALVA International, Inc.

Listing Broker



# 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 Vincent M. and Wendy Durand (SELLER) and \_\_\_\_\_ (BUYER) concerning the Property described as 101 Bay Point Drive NE, St. Petersburg, FL 33704  
BAY POINT-SNELL ISLE LOT 1 & RIP RTS

Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

## P. LEAD-BASED PAINT DISCLOSURE

### 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)

- \_\_\_\_\_ (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.
- \_\_\_\_\_ (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)

- \_\_\_\_\_ (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.

|                  |      |                  |      |
|------------------|------|------------------|------|
| SELLER           | Date | BUYER            | Date |
| SELLER           | Date | BUYER            | Date |
| Selling Licensee | Date | Listing 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.

**Lead-Based Paint Addendum**



(Use this form with contracts for the sale of residential property built in 1977 or earlier. This disclosure must be made beginning September 6, 1996, if Seller owns more than 4 dwelling units and beginning December 6, 1996, if Seller owns 1 - 4 dwelling units. Seller and licensees must keep a copy of this completed form for 3 years from the date of closing.)

**Sale and Purchase Contract:** This clause is incorporated into the Contract between Vincent M. and Wendy Durand (Seller) and \_\_\_\_\_ (Buyer) concerning the residential Property built before 1978 and located at \_\_\_\_\_

"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." For purposes of this addendum, lead-based paint will be referred to as "LBP" and lead-based paint hazards will be referred to as "LBPH."

**(1) LBP/LBPH in Housing:** Seller has no knowledge of LBP/LBPH in the housing and no available LBP/LBPH records or reports, except as indicated: (describe all known LBP/LBPH information and list all available documents pertaining to LBP/LBPH and provide documents to Buyer before accepting Buyer's offer) \_\_\_\_\_

**(2) Lead-based Paint Hazards Inspection:** Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of LBP/LBPH unless this box is checked (☐ Buyer may conduct a risk assessment or inspection for the presence of LBP/LBPH in accordance with the inspection, notice, repair and repair limits of paragraph 8(a) or H of the FAR Residential Sale and Purchase Contract or standard N of the FAR/BAR Contract for Sale and Purchase, as amended and as applicable).

**(3) Certification of Accuracy:** Buyer has received the pamphlet "entitled "Protect Your Family From Lead in Your Home" and all of the information specified in paragraph (A) above. Licensee has notified Seller of Seller's obligations to provide and disclose information regarding lead-based paint and lead-based paint hazards in the property as required by federal law (42 U.S.C. 4852d) and is aware of his or her obligation to ensure compliance with federal lead-based paint law. Buyer, Seller and each licensee has reviewed the information above and certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

|                           |               |                               |                                |
|---------------------------|---------------|-------------------------------|--------------------------------|
| _____<br>Buyer            | _____<br>Date | <br>_____<br>Seller           | <u>5/1/12</u><br>_____<br>Date |
| _____<br>Buyer            | _____<br>Date | <br>_____<br>Seller           | <u>5/1/12</u><br>_____<br>Date |
| _____<br>Selling Licensee | _____<br>Date | <br>_____<br>Listing Licensee | <u>5/1/12</u><br>_____<br>Date |

Buyer (\_\_\_\_) (\_\_\_\_) Seller (\_\_\_\_) (\_\_\_\_) Listing Licensee (\_\_\_\_) (\_\_\_\_) Selling Licensee (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 2 Pages.



**Notice from Real Estate Licensee to Seller/Landlord Regarding Responsibilities Under Federal Lead-Based Paint Law**

I am notifying you of your responsibilities under the Lead-Based Paint Hazard Reduction Act of 1992 and its implementing regulations. As the owner of a residential dwelling unit built in 1977 or earlier, you have the following disclosure and other requirements (for purposes of this document, "LBP" will mean lead-based paint and "LBPH" will mean lead-based paint hazards, which are conditions that cause exposure to lead from lead-contaminated dust, soil or paint that is deteriorated or present in accessible surfaces or surfaces that rub together, like doors and windows):

**1. Before You Sign a Contract/Lease.** Before a buyer or tenant becomes obligated by contract to buy or lease your housing, you must complete the activities listed in A-D below. If you receive an offer before you provide the required information, you cannot accept the offer until after the information is given. This may be accomplished by making a counter offer that allows the buyer or tenant an opportunity to review the information and amend the offer if he or she so chooses. You must:

**A. Disclose** to each licensee or other agent (for purposes of this law, anyone who enters into a contract with you or your representative for the purpose of selling your home, except for buyer's agents who are paid solely by the buyer and not by you or your representative, is considered an "agent") involved in the transaction:

- (1) the presence of any LBP/LBPH about which you know;
- (2) any additional information available concerning the LBP/LBPH, including the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces; and
- (3) the existence of any available records or reports pertaining to LBP/LBPH.

**B. Provide** the buyer or tenant with:

- (1) an EPA-approved lead hazard information pamphlet. This means either the EPA document entitled "Protect Your Family From Lead in Your Home" or an equivalent pamphlet approved by the EPA for use in Florida; and
- (2) any records or reports available to you concerning LBP/LBPH in the unit, including records and reports regarding any common areas. If the unit is in multifamily housing that you own and you had an evaluation or reduction of LBP/LBPH in the housing as a whole, you must provide available records and reports regarding other residential dwellings in that housing.

**C. Disclose** to the buyer or tenant:

- (1) the presence of any known LBP/LBPH in the unit; and
- (2) any additional information available concerning the LBP/LBPH, such as the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces.

**D. Allow** the buyer time to conduct a risk assessment or inspection for the presence of LBP/LBPH. You must give the buyer a 10 day period unless you agree with the buyer, in writing, to another period of time (such as within the time allowed for property inspections) or unless the buyer indicates in writing that he or she waives the right to conduct the risk assessment or inspection. This inspection requirement does not apply to tenants.

**2. Sales Contract Requirements.** You must ensure that the sales contract has an attachment having the following elements:

**A.** The following Lead 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."

**B.** A statement by you disclosing the presence of known LBP/LBPH in the home and any additional information available concerning the LBP/LBPH, such as the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH in the home.

**C.** A list of any records or reports described in 1.B.(2) above that are available to you and that you have provided to the buyer; OR a statement that no such records or reports are available to you.

**D.** A statement by the buyer:

- (1) affirming receipt of the information in 2.B and C above;
- (2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above; and
- (3) that he or she has either had the opportunity to conduct the risk assessment or inspection required as noted in 1.D. above or waived the opportunity.

**E.** A statement by each real estate licensee/agent involved in the transaction that:

- (1) the licensee/agent has informed you of your legal obligations; and
- (2) the licensee/agent is aware of his or her duty to ensure compliance with the law.

**F.** Signatures of you, the licensees/agents and the buyers certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

**3. Lease Requirements.** As the owner of property being rented, you must ensure that every lease for the unit contains language within the lease itself or as an attachment having the following elements:

**A.** The following Lead Warning Statement: "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

**B.** A statement by you disclosing the presence of known LBP/LBPH in the unit being leased and any additional information available concerning the LBP/LBPH, including the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH.

**C.** A list of any records or reports described in 1.B.(2) above available to you and that you have provided to the tenant, OR a statement that no such records or reports are available to you.

**D.** A statement by the tenant:

- (1) affirming receipt of the information paragraph 3.B. and C. above; and
- (2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above.

**E.** A statement by each real estate licensee/agent involved in the transaction that:

- (1) the licensee/agent has informed you of your legal obligations; and
- (2) the licensee/agent is aware of his or her duty to ensure compliance with the law.

**F.** Signatures of you, the licensees/agents and the tenants certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

**4. Record Retention Requirements.** Sellers and the licensees/agents involved in the sales transaction must keep a copy of the completed attachment described in paragraph 2 above for no less than 3 years from the date of closing. Landlords and the licensees/agents involved in the lease transaction must keep a copy of the completed attachment or lease form described in paragraph 3 above for no less than 3 years from the first day of the leasing period.

**5. Impact of Law and Disclosures.** Nothing in the law or regulations requires a seller or landlord to conduct any evaluation or reduction activities. However, the parties may voluntarily insert such a requirement in the contract. Neither you nor the licensees involved in the sale or lease transaction will be responsible for the failure of a buyer's or tenant's legal representative (such as an attorney or broker who receives all compensation from the buyer or tenant) to transmit disclosure materials to the buyer or tenant, provided that all required persons have completed and signed the necessary certification and acknowledgement language described under paragraphs 2 and 3 above.

This information sheet was provided by Tami Simms

(licensee) to Seller/Landlord on the 1st day of May, 2012.

Buyer ( ) ( ) Seller ( ) ( ) Listing Licensee ( ) ( ) Selling Licensee ( ) ( ) acknowledge receipt of a copy of this page, which is Page 2 of 2 Pages.

# Property Disclosure Statement

FLORIDA REALTORS®



NAME: Vincent M. and Wendy Durand

SELLER HAS ☒ HAS NOT ☐ OCCUPIED THE PROPERTY.

DATE SELLER PURCHASED PROPERTY? August 2003

IS THE PROPERTY CURRENTLY LEASED? NO ☒ YES ☐ TERMINATION DATE OF LEASE: \_\_\_\_\_

DOES THE PROPERTY CURRENTLY HAVE HOMESTEAD EXEMPTION? NO ☐ YES ☒ YEAR 2012

## GENERAL INFORMATION ABOUT PROPERTY:

PROPERTY ADDRESS: 101 Bay Point Dr. NE, St. Petersburg, FL 33704

LEGAL DESCRIPTION: Bay Point-Snell Isle Lot 1 + Rip Rights

## NOTICE TO BUYER AND SELLER:

In Florida, a Seller is obligated to disclose to a Buyer all known facts that materially affect the value of the property being sold and that are not readily observable. This disclosure statement is designed to assist Seller in complying with the disclosure requirements under Florida law and to assist the Buyer in evaluating the property being considered. This disclosure statement concerns the condition of the real property located at above address. It is not a warranty of any kind by the Seller or any Licensee in this transaction. It is not a substitute for any inspections or warranties the parties may wish to obtain. It is based only upon Seller's knowledge of the property condition. This disclosure is not intended to be a part of any contract for sale and purchase. All parties may refer to this information when they evaluate, market, or present Seller's property to prospective Buyers.

The following representations are made by the Seller(s) and are not the representations of any real estate licensees.

## 1. CLAIMS & ASSESSMENTS

a. Are you aware of existing, pending, or proposed legal actions, claims, special assessments, municipal service taxing or benefit unit charges or unpaid assessments (including homeowners' association maintenance fees or proposed increases in assessments and/or maintenance fees) affecting the property? ☒ NO ☐ YES ☐ If yes, explain: \_\_\_\_\_

b. Have any local, state, or federal authorities notified you that repairs, alterations or corrections of the property are required? ☒ NO ☐ YES ☐ If yes, explain: \_\_\_\_\_

## 2. DEED/HOMEOWNERS' ASSOCIATION RESTRICTIONS

Are You Aware:

- a. of any deed or homeowner restrictions? ☒ NO ☐ YES ☐
- b. of any proposed changes to any of the restrictions? ☒ NO ☐ YES ☐
- c. of any resale restrictions? ☒ NO ☐ YES ☐
- d. of any restrictions on leasing the property? ☒ NO ☐ YES ☐
- e. If any answer to questions 2a-2e is yes, please explain: \_\_\_\_\_

f. Are access roads private ☒ or public ☒? If private, describe the terms and conditions of the maintenance agreement: \_\_\_\_\_

g. If there is a homeowner association, is membership mandatory? ☒ NO ☐ YES ☐ and are fees charged by the homeowner association? ☒ NO ☐ YES ☐ If yes, explain: optional

## 3. PROPERTY-RELATED ITEMS

Are You Aware:

- a. if you have ever had the property surveyed? ☐ NO ☒ YES ☐ Date: 7/29/03
  - b. if the property was surveyed, did you receive an elevation certificate? ☒ NO ☐ YES ☐ Date: 7/29/03
  - c. of any walls, driveways, fences or other features shared in common with adjoining landowners or any encroachments, boundary line disputes, setback violations, or easements affecting the property? ☒ NO ☐ YES ☐
  - d. of any portion of the property that is fenced? ☐ NO ☒ YES ☐
- If any answer to questions 3a-3d is yes, please explain: backyard

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (Vincent M. Durand) (Wendy Durand) acknowledge receipt of a copy of this page, which is Page 1 of 5 Pages.

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4. THE LAND:

Are You Aware:

- a. of any past or present settling, soil movement, or sinkhole problems on the property or on adjacent properties? NO ☒ YES ☐
- i. of any sinkhole insurance claim that has been made on subject property? NO ☒ YES ☐
- ii. if claim made, was claim paid? NO ☐ YES ☐
- iii. was the full amount of the insurance proceeds used to repair the sinkhole damage? NO ☐ YES ☐
- b. of any past or present drainage or flood problems affecting the property or adjacent properties? NO ☒ YES ☐
- c. of any past or present problems with driveways, walkways, patios, seawalls, or retaining walls on the property or adjacent properties due to drainage, flooding, or soil movements? NO ☒ YES ☐
- If any answer to questions 4a-4c is yes, please explain: \_\_\_\_\_

5. ENVIRONMENT:

Was the property built before 1978? NO ☐ YES ☒

Are You Aware:

- a. of any substances, materials, or products which may be an environmental hazard, such as, but not limited to, asbestos, urea formaldehyde, radon gas, mold, lead-based paint, Chinese/defective drywall, fuel, propane or chemical storage tanks (active or abandoned), or contaminated soil or water on the property? NO ☒ YES ☐ If yes, explain: \_\_\_\_\_
- i. of any damage to the structures located on the property due to any of the substances, materials or products listed in subsection (a) above? NO ☐ YES ☐ If yes, explain: \_\_\_\_\_
- ii. of any corrosion to air conditioner or refrigerator coils, copper tubing, electrical wiring, computer wiring or other household items that have been damaged by sulfur or methane gas emitted from Chinese/defective drywall? NO ☐ YES ☐ If yes, explain: \_\_\_\_\_
- iii. of any clean up, repairs, or remediation of the property due to any of the substances, materials or products listed in subsection (a) above? NO ☐ YES ☐ If yes, explain: \_\_\_\_\_
- b. of any condition or proposed change in the vicinity of the property that does or will materially affect the value of the property, such as, but not limited to, proposed development or proposed roadways? NO ☐ YES ☒
- c. of wetlands, mangroves, archeological sites, or other environmentally sensitive areas located on the property? NO ☒ YES ☐
- If any answer to questions 5a-5c is yes, please explain: possible gas lines to Bay Point thru Teco

6. ZONING:

Are You Aware:

- a. of the zoning classification of the property? NO ☐ YES ☒ If yes, identify the zoning classification Flood Zone A-8 Residential
- b. of any zoning violations or nonconforming uses? NO ☒ YES ☐
- c. if the property is zoned for its current use? NO ☐ YES ☒
- d. of any zoning restrictions affecting additions, improvements or replacement of the property? NO ☒ YES ☐
- e. if there are any zoning, land use or administrative regulations which are in conflict with the existing or intended use of the property? NO ☒ YES ☐

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 5 Pages.

f. of any restrictions other than association and flood area requirements affecting improvements or replacement of the property? NO ☒ YES ☐

If any answer to questions 6a-6f is yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. FLOOD:

Are You Aware:

- a. if any portion of the property is in a special flood hazard area? NO ☐ YES ☒  
b. does the property require flood insurance? NO ☐ YES ☒  
c. whether any improvements including additions, are located below the base flood elevation? NO ☐ YES ☒  
d. whether such improvements have been constructed in violation of applicable local flood guidelines? NO ☒ YES ☐  
e. if any portion of the property is seaward of the coastal construction control line? NO ☒ YES ☐  
If any answer to questions 7a-7e is yes, please explain: \_\_\_\_\_

Flood Zone AF

8. TERMITES, DRY ROT, PESTS, WOOD DESTROYING ORGANISMS:

a. Do you have any knowledge of termites, dry rot, pests or wood destroying organisms on or affecting any improvements located on the property or any structural damage to the property by them? NO ☒ YES ☐ If yes, explain: \_\_\_\_\_

b. Have you ever had the property inspected for termites, dry rot, pest or wood destroying organism?

NO ☐ YES ☒ Date of inspection 2003 If so, what was the outcome of the inspection? negative

c. Has the property been treated for termites, dry rot, pest or wood destroying organisms? NO ☒ YES ☐ Date and type of treatment \_\_\_\_\_

\_\_\_\_\_, Company name: \_\_\_\_\_

9. STRUCTURE-RELATED ITEMS:

Are You Aware:

- a. of any structural damage which may have resulted from events including, but not limited to, fire, wind, flood, hail, landslide, or blasting, and which materially affect the value of the property? NO ☒ YES ☐  
b. of any structural condition or, in the case of a homeowner association, any condition in the common elements that materially affects the value of the property? NO ☒ YES ☐  
c. of any improvements or additions to the property, whether by you or by others, that have been constructed in violation of building codes or without necessary permits? NO ☒ YES ☐  
d. of any active permits on the property which have not been closed by a final inspection? NO ☒ YES ☐  
If any answer to questions 9a-9d is yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. ROOF-RELATED ITEMS:

Are You Aware:

- a. of any roof or overhang defects? NO ☒ YES ☐  
b. if the roof has leaked since you owned the property? NO ☐ YES ☒  
c. if anything was done to correct the leaks? NO ☐ YES ☒  
d. if the roof has been replaced? NO ☒ YES ☐ If yes, when: 2007  
e. If there is a warranty on the roof? NO ☒ YES ☐ If yes, is it transferable? NO ☐ YES ☐  
f. If the roof been inspected within the last twelve months? NO ☐ YES ☒  
If any answer to questions 10a-10f is yes, please explain: \_\_\_\_\_

As homeowner insurance

Roof Warranty 5 years labor, 50 years Supplier  
Warranty on material.

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11. PLUMBING-RELATED ITEMS:

- a. What is your drinking water source? Public ☒ Private Well ☐ Other Source ☐. If your drinking water is from a well or other source, when was your water last checked for safety and what was the result of the test? \_\_\_\_\_
- b. Do you have a water conditioning system? NO ☐ YES ☒ If yes, type: Salt softener Owned ☒ Leased ☐  
What is the balance owed on the system? \$ 0
- c. Do you have a sewer ☒ or septic system ☐? If septic system describe the location of each system: \_\_\_\_\_
- d. Are you aware of any septic tanks or wells on the property which are not currently being used?  
NO ☒ YES ☐ If yes, explain: \_\_\_\_\_
- e. Are you aware of any plumbing leaks since you have owned the property? NO ☒ YES ☐ If yes, explain: \_\_\_\_\_
- f. Are you aware of any conditions that materially affect the value of the property relating to the septic tank/drain field, sewer lines, or any other plumbing related items? NO ☒ YES ☐ If yes, explain: \_\_\_\_\_

12. POOLS/HOT TUBS/SPAS:

- a. Does the property have a swimming pool? NO ☐ YES ☒ Hot tub? NO ☒ YES ☐ Spa? NO ☐ YES ☒
- b. If you answered yes to any part of 12a, was the certificate of completion received after Oct. 1, 2000 for the pool?  
NO ☐ YES ☐ For the spa? NO ☐ YES ☐ For the hot tub? NO ☐ YES ☐ unknown
- c. Check the pool safety features (as defined by Section 515.27, Florida Statutes) your swimming pool, hot tub or spa has: Enclosure that meets the pool barrier requirements ☐ Approved safety pool cover ☐  
Required door and window exit alarms ☐ Required door locks ☐ none ☒
- d. Are you aware of any conditions regarding these items that materially affect the value of the property?  
NO ☒ YES ☐ If yes, explain: \_\_\_\_\_

13. MAJOR APPLIANCES:

Indicate existing equipment:

- Range ☒ Oven ☒ Microwave ☒ Dishwasher ☒ Garbage Disposal ☒ Trash Compactor ☐ Refrigerator ☒  
Freezer ☐ Washer ☒ Dryer ☒
- Are any of these appliances leased? NO ☒ YES ☐ Are any of these gas appliances? NO ☒ YES ☐
- Is the water heater: owned ☒ leased ☐; Is the water heater: electric ☒ gas ☐
- Are you aware of any problems with these appliances, including whether any of the appliances have leaked or overflowed, since you have owned the property? NO ☒ YES ☐ If yes, explain: \_\_\_\_\_

14. ELECTRICAL SYSTEM:

Are You Aware:

- a. of any damaged or malfunctioning switches, receptacles, or wiring? NO ☒ YES ☐
- b. of any conditions that materially affect the value or operating capacity of the electrical system? NO ☒ YES ☐
- If answers to questions 14a or 14b is yes, please explain: \_\_\_\_\_

15. HEATING AND AIR CONDITIONING:

Indicate existing equipment:

**Air conditioning:**

Central ☒ Window/Wall ☐ Number of units \_\_\_\_\_

**Heating:**

Electric ☒ Fuel Oil ☐ Gas ☐ Other ☐

**Solar Heating:**

Owned ☐ Leased ☐

**Wood-burning stove:** NO ☐ YES ☐

**Fireplace:** NO ☐ YES ☒ Describe fireplace equipment: wood burning, direct vent

Are you aware of any defects, malfunctioning or condensation problems regarding these items, since you have owned the property? NO ☒ YES ☐ If yes, explain: \_\_\_\_\_

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Intertec

16. OTHER EQUIPMENT:

Indicate existing equipment:

Security System: NO ☒ YES ☐ Leased ☐ Owned ☐ Connected to Central Monitor ☐ Monthly Fee \$ \_\_\_\_\_  
Smoke Detectors: NO ☐ YES ☒ Number of smoke detectors? 2  
Lawn Sprinkler System: NO ☐ YES ☒ Sprinkler water source: reclaimed, city If well is source, is there an iron filter? NO ☐ YES ☐ Is there a timer? NO ☐ YES ☐ Is the timer automatic? NO ☐ YES ☐  
Garage door openers? NO ☐ YES ☒ Number of transmitters? 2, Humidistat? NO ☒ YES ☐ Humidifier? NO ☒ YES ☐  
Electric air filters? NO ☒ YES ☐ Vent fans? NO ☒ YES ☐  
Paddle fans? NO ☐ YES ☒ Number of paddle fans? 5

17. OTHER MATTERS:

Is there anything else that materially affects the value of the property? NO ☒ YES ☒

If yes, explain:

there is a large stain in the corner  
of the carpeting in smallest bedroom.

ACKNOWLEDGEMENT OF SELLER

The undersigned Seller represents that the information set forth in the above disclosure statement is accurate and complete to the best of the Seller's knowledge on the date signed below. Seller does not intend for this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes disclosure of the information contained in this disclosure statement to prospective Buyers of the property. Seller understands and agrees that Seller will notify the Buyer in writing within five business days after Seller becomes aware that any information set forth in this disclosure statement has become inaccurate or incorrect in any way during the term of the pending purchase by the Buyer.

Seller: [Signature] / Vincent M. Durand Date: 5/2/12  
(signature) (print)  
Seller: [Signature] / Wendy J Durand Date: 5/2/12  
(signature) (print)

RECEIPT AND ACKNOWLEDGMENT OF BUYER

Seller is using this form to disclose Seller's knowledge of the condition of the real property and improvements located on the property as of the date signed by Seller. This disclosure form is not a warranty of any kind. The information contained in the disclosure is limited to information to which the seller has knowledge. It is not intended to be a substitute for any inspections or professional advice the Buyer may wish to obtain. An independent professional inspection is encouraged and may be helpful to verify the condition of the property and to determine the cost of repairs, if any. Buyer understands these representations are not made by any real estate licensee.

Buyer hereby acknowledges having received a copy of this disclosure statement.

Buyer: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
(signature) (print)  
Buyer: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
(signature) (print)

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May 27, 2012

Addendum to Disclosure:

On the day we signed our disclosure, our realtor suggested we contact the manufacturer to get a copy of the warranty as we were unable to find it in our files. In doing so, we learned this week that their warranties are nontransferable. It should be noted that the roof is in excellent condition, and the materials used were of the highest quality – a quality that qualified it for a 50 year warranty.

The manufacturer stated that the tile is one that they still produce. This is a home with high end clay tiles on the roof. Below are links to the manufacturer's website:

<http://santafetile.com/>

<http://santafetile.com/tile-profiles.php>

<http://santafetile.com/color-selections.php#>

[http://santafetile.com/roof\\_tile\\_warranty.php](http://santafetile.com/roof_tile_warranty.php)

Sincerely,



Wendy Durand



Vincent Mark Durand