

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 Philip J. Casesa (SELLER) and _____ (BUYER)

concerning the Property described as 1050 Rafael Blvd. NE #4, St. Petersburg, FL 33704
Eden Isle Condominiums of St Petersburg, Condo Bldg 1050,

Buyer's Initials _____

Seller's Initials _____

A. CONDOMINIUM ASSOCIATION DISCLOSURE

1. CONDOMINIUM ASSOCIATION APPROVAL:

The Association's approval of Buyer (**CHECK ONE**) ☒ is ☐ is not required. If approval is required, this Contract is contingent upon Buyer being approved by the Association no later than 5 days prior to Closing. Within 15 days after Effective Date Seller shall initiate the approval process with the Association and Buyer shall apply for such approval. Buyer and Seller shall sign and deliver any documents required by the Association in order to complete the transfer of the Property and each shall use diligent effort to obtain such approval, including making personal appearances if required. If Buyer is not approved within the stated time period, this Contract will terminate and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

2. RIGHT OF FIRST REFUSAL:

- (a) The Association (**CHECK ONE**) ☐ has ☒ does not have a right of first refusal ("Right"). If the Association has a Right, this Contract is contingent upon the Association, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the Association is not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration of Condominium ("Declaration", which reference includes all amendments thereto).
- (b) The members of the Association (**CHECK ONE**) ☐ have ☒ do not have a Right. If the members do have a Right, this Contract is contingent upon the members, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the members are not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration.
- (c) Buyer and Seller shall, within _____ days after Effective Date, sign and deliver any documents required as a condition precedent to the exercise of the Right, and shall use diligent effort to submit and process the matter with the Association and members, including personal appearances, if required.
- (d) If, within the stated time period, the Association, the members of the Association, or both, fail to provide the written confirmation or the Right has not otherwise expired, then this Contract will terminate and the Deposit will be refunded to the Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.
- (e) If the Association or a member timely exercises its or their Right, this Contract will terminate and the Deposit will be refunded to Buyer (unless this Contract provides otherwise), thereby releasing Buyer and Seller from all further obligations under this Contract, and Seller will pay to Broker the full commission at Closing in recognition that Broker procured the sale.

3. FEES; ASSESSMENTS; PRORATIONS; LITIGATION:

- (a) Assessments and Rents: Seller represents that the current annual assessment installments are \$ 525.00 per month and the current rent on recreation areas is \$ 0.00 per month. All annual assessments levied by the Association and rent on recreational areas, if any, shall be made current by Seller at Closing, and Buyer shall reimburse Seller for prepayments.
- (b) Fees: Seller will pay all fines imposed against the Unit as of Closing Date and any fees the Association charges to provide information about its fees on the Property, and will bring annual assessment installments and similar periodic fees and rents on any recreational areas current as of Closing Date.

(SEE CONTINUATION)

A. CONDOMINIUM ASSOCIATION DISCLOSURE (CONTINUED)

(c) Special Assessments and Prorations:

(i) Seller represents that Seller is not aware of any special or other assessment that has been levied by the Association or that has been an item on the agenda, or reported in the minutes, of the Association within twelve (12) months prior to Effective Date, ("pending") except as follows: _____

(ii) If special assessments levied or pending exist as of the Effective Date are disclosed above by Seller and may be paid in installments (**CHECK ONE**): ☒ Buyer ☐ Seller (if left blank, Buyer) shall pay installments due after Closing Date. **If Seller is checked, Seller will pay the assessment in full prior to or at the time of Closing.**

(iii) If special assessments levied or pending exist as of the Effective Date and have not been disclosed above by Seller, then Seller shall pay such assessments in full at the time of Closing.

(iv) If, after Effective Date, the Association imposes a special assessment for improvements, work or services, which was not pending as of the Effective Date, then Seller will pay all amounts due before Closing Date and Buyer will pay all amounts due after Closing Date.

(v) A special assessment shall be deemed levied for purposes of this paragraph on the date when the assessment has been approved as required for enforcement pursuant to Florida law and the condominium documents listed in Paragraph 5.

(vi) Association assets and liabilities, including Association reserve accounts, shall not be prorated.

(d) Litigation: Seller represents that Seller is not aware of pending or anticipated litigation affecting the Property or the common elements, if any, except as follows: _____

4. SPRINKLER SYSTEM RETROFIT:

If, pursuant to Sections 718.112(2)(l), F.S., the Association has voted to forego retrofitting its fire sprinkler system or handrails and guardrails for the condominium units, then prior to Closing Seller shall furnish to Buyer the written notice of Association's vote to forego such retrofitting.

5. NON-DEVELOPER DISCLOSURE:

(CHECK ONE)

☐ (a) THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.

☐ (b) THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

6. BUYER'S REQUEST FOR DOCUMENTS:

Buyer is entitled, at Seller's expense, to current copies of the condominium documents specified in Paragraph 5, above. Buyer (**CHECK ONE**) ☐ requests ☐ does not request a current copy of the documents specified in Paragraph 5, above. If this Contract does not close, Buyer shall immediately return the documents to Seller or reimburse Seller for the cost of the documents.

(SEE CONTINUATION)

A. CONDOMINIUM ASSOCIATION DISCLOSURE (CONTINUED)

7. BUYER'S RECEIPT OF DOCUMENTS:

(COMPLETE AND CHECK ONLY IF CORRECT) ☐ Buyer received the documents described in Paragraph 5, above, on _____.

8. COMMON ELEMENTS; PARKING:

The Property includes the unit being purchased and an undivided interest in the common elements and an appurtenant limited common elements of the condominium, as specified in the Declaration. Seller's right and interest in or to the use of the following parking space(s), garage, and other areas are included in the sale of the Property and shall be assigned to Buyer at Closing, subject to the Declaration:

Parking Space(s) # _____ Garage # _____ Other: **Carport #1050-4**

9. INSPECTIONS AND REPAIRS:

The rights and obligations arising under Paragraphs 11 and 12 of this Contract to maintain, repair, replace or treat are limited to Seller's individual condominium unit and unless Seller is otherwise responsible do not extend to common elements, limited common elements, or any other part of the condominium property.

10. GOVERNANCE FORM:

PURSUANT TO CHAPTER 718, FLORIDA STATUTES, BUYER IS ENTITLED TO RECEIVE FROM SELLER A COPY OF THE GOVERNANCE FORM IN THE FORMAT PROVIDED BY THE DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES AND MOBILE HOMES OF THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, SUMMARIZING THE GOVERNANCE OF THE CONDOMINIUM ASSOCIATION.

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Eden Isle Condominiums of St Petersburg, Condo Bldg 1050,

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.

THE ASSOCIATION OF EDEN ISLE CONDOMINIUM
REQUEST FOR APPROVAL OF OWNERSHIP TRANSFER

DATE: _____ UNIT#/ADDRESS _____
FROM: _____ TO: _____
SELLER/OWNER PURCHASER

CLOSING DATE: _____

PURCHASER(S) represent that the following information is true and correct and consent to our further inquiry and investigation concerning this information or any information which comes from that inquiry which is necessary for approval of this request.

Is unit to be leased? Yes: No: IF UNIT IS TO BE LEASED, PURCHASER AGREES
TO SUPPLY THE BOARD OF DIRECTORS WITH APPLICATION FOR LEASE APPROVAL AND A
COPY OF THE LEASE AGREEMENT.

Please list the names and ages of all persons who will occupy the unit.

Name: _____ Soc. Sec. # _____ D.O.B. _____

Name: _____ Soc. Sec. # _____ D.O.B. _____

Name: _____ Soc. Sec. # _____ D.O.B. _____

Name: _____ Soc. Sec. # _____ D.O.B. _____

Purchaser's current address _____

Permanent address after closing: _____

Employed by: _____

Address/Phone: _____

Personal References:
(name/address/phone)

(Give Two)

Bank References:

(Give Two)

Automobile(s) Make: _____ Tag #: _____

Automobile(s) Make: _____ Tag #: _____

Pet (s): _____

Real Estate Agent: Name: _____ Phone: _____

Title Company: _____ Phone: _____

PURCHASER(S) state(s) that (s)he has received a copy of all condominium documents, including Declaration of Condominium, Articles of Incorporation, Bylaws, and Rules and Regulations' has read same, understood same, and agrees to abide by all the conditions

and terms therein and reasonable rules and regulations enacted hereafter officially by the Association.
This approval is subject to all financial obligations to the Association including, but not limited to, maintenance fees, late charges, special assessment, legal fees, and application fees having been paid in full or will be paid by closing agent at time of closing of this sale.
ATTACH COPY OF SALES AGREEMENT

Seller/Owner

Purchaser

Seller/Owner

Purchaser

THE TRANSFER OF OWNERSHIP AS STATED ABOVE, SUBJECT TO THE FOLLOWING CONDITIONS, IF ANY:

Signature

Date

Title

Signature

Date

Title

Return this application with a copy of the Sales Agreement, and a check for \$100.00 Application Fee, made payable to the Association of Eden Isle Condominium to and \$65.00 per person or married couple for the background check made payable to Condominium Management Group, Inc.:

Condominium Management Group, Inc., Mailing address: P.O. Box 60068, St. Petersburg, Fl. 33784

Physical address: 5444 Park Blvd., Pinellas Park, FL. 33781

Telephone #: 727-381-1717

RULES AND REGULATIONS
OF THE ASSOCIATION OF EDEN ISLE, INC.
(Revised February, 2009)

The following Rules and Regulations of the Association are a list of certain reasonable restrictions on and requirements for the use, maintenance and appearance of the Condominium property or portions thereof and any land subject to the Association's jurisdiction. Owners will ensure that their guests and/or tenants comply with these Rules and Regulations.

As homeowners in a common-interest community, we have agreed to abide by these Rules and Regulations, understanding that although we voluntarily sacrifice certain freedoms, we do so to protect our common property values, preserve aesthetic harmony, reduce nuisance and noise to maintain the high quality of life that attracted each of us to the Association of Eden Isle.

The Board of Directors may amend these Rules and Regulations from time to time.

1. The Board of Directors has the right to approve of all residents (ownership transfer and/or tenants) at Eden Isle. Part of this process entails conducting background checks on all new applicants eighteen (18) years of age or older. One or more criminal felony convictions within the last ten (10) years will be grounds for disapproval. The Board will notify applicants within five (5) days of declining their applications.
2. All residents are required to obtain a veterinarian's certificate verifying the weight, age, and proof of inoculations and general health of their pets. The certificate, along with a photo of the animal or animals, is to be provided when applying for residency in Eden Isle. No application will be approved without this information.
3. Units shall be used only for the purposes of single-family residential use.
4. Unit owners may not rent any interest in the units for a period of less than one (1) year. Any owner may lease only once in a twelve (12) month period. In a hardship situation as determined by the Board, a shorter lease term or more frequent leasing may be allowed.
5. No resident shall be entitled to keep or maintain a pet in excess of twenty-four (24) pounds upon the premises. There shall be no more than two (2) pets per unit, and dogs shall be kept on leashes at all times when not in the condominium unit of the resident.

6. In order to assure the comfort of all residents, voices, pet sounds and the playing of stereos, radios, television sets and musical instruments must not exceed a reasonable volume **at any time**. Between the hours of 11:00 P.M. and the following 8:00 A.M. all sounds shall be kept at a level that cannot be heard outside the unit from which it originates. All owners/renters and guests shall refrain from any activity that would disturb other residents from outside the unit. Construction within any unit may not begin before 8:00 A.M. and must cease by 6:00 P.M. No construction on Sundays is allowed.
7. All window coverings, such as curtains and blinds, when viewed from the building exterior, shall be white or light in color.
8. No one shall place advertising or notices of any kind, including, but not limited to, "FOR SALE" or "FOR RENT" signs, on the exterior of a unit.
9. Each potential resident, whether by sale, lease, or transfer, shall be required to complete an application form. After receipt and evaluation of the application, the Board of Directors shall set a day and time for an interview.
10. As of September 13, 2004, only container gardening to be maintained by the owner is allowed in common areas. All permanent gardening planted before September 13, 2004, by an owner must be maintained by the owner, or it will be subject to removal.

Declaration and Disclosure Statement



NAME: Philip J. Casesa

SELLER HAS ☒ HAS NOT ☐ OCCUPIED THE PROPERTY.

DATE SELLER PURCHASED PROPERTY? _____

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

DOES THE PROPERTY CURRENTLY HAVE HOMESTEAD EXEMPTION? NO ☐ YES ☒ YEAR 2011

GENERAL INFORMATION ABOUT PROPERTY:

PROPERTY ADDRESS: 1050 Rafael Blvd NE #4, St. Petersburg FL 33704

LEGAL DESCRIPTION: Eden Isle Condominiums of St. Petersburg, Condo Bldg 1050, Unit 4

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.

Chapter 718 of the Florida Statutes allows a Buyer to void a purchase and sale agreement by delivering written notice of the Buyer's intention to cancel within 3 days, excluding Saturdays, Sundays and legal holidays, after the date of execution of the agreement by the Buyer and receipt by Buyer of a current copy of the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules of the Association, and a copy of the most recent year-end financial information and frequently asked questions and answers document if so requested in writing.

A. THE UNIT

1. CONDOMINIUM ASSOCIATION DOCUMENTS

Are You Aware:

a. of any proposed changes to any of the condominium documents? NO ☒ YES ☐

b. of any resale restrictions? NO ☒ YES ☐

c. of any restrictions on leasing the property? NO ☐ YES ☒

d. if the condominium unit is subject to a master homeowner's association? NO ☒ YES ☐

e. If any answer to questions 2a-2d is yes, please explain: Leases must be a minimum term of (1) one year. Only 1 lease may be executed in a 12 month period. Exceptions by board approval.

2. 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 condominium assessment/association maintenance fees or proposed increases in assessments and/or maintenance fees) affecting the property? NO ☐ YES ☒

If yes, explain: Maint. Fee will be \$525 effective January 2012.

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: _____

3. OCCUPANCY AND OWNERSHIP INFORMATION

a. unit is ☒ owner occupied ☐ Non-rental second home ☐ long term lease which expires on _____
☐ short-term vacation rental program ☐ other _____

b. does the unit currently qualify for homestead exemption? NO ☐ YES ☒

c. unit ownership is evidenced by ☒ fee simple deed ☐ leasehold assignment

Buyer () () and Seller (PC) () acknowledge receipt of a copy of this page, which is Page 1 of 5 Pages.

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4. MATERIAL ALTERATIONS TO UNIT:

- a. Are you aware of any material alterations to the inside of the unit? NO ☒ YES ☐
b. Were the alterations made in violation of applicable building codes or without necessary permits? NO ☒ YES ☐
If any answer to questions 4a or 4b is yes, please explain: _____

5. ENVIRONMENT:

I. Was the property built before 1978? NO ☐ YES ☒

II. 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 in the unit? NO ☒ YES ☐
i. of any damage to the structures located in the unit due to any of the substances, materials or products listed in subsection (a) above? NO ☒ YES ☐
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 ☐
iii. of any clean up, repairs, or remediation of the unit due to any of the substances, materials or products listed in subsection (a) above? NO ☒ YES ☐
b. of any condition or proposed change in the vicinity of the unit that does or will materially affect the value of the unit, such as, but not limited to, proposed development or proposed roadways? NO ☒ YES ☐
If any answer to questions 5(II)a-b is yes, please explain: _____

6. FLOOD:

Are You Aware:

- a. if any portion of the unit has been flooded by storm surge? NO ☒ YES ☐
b. if the unit requires flood insurance? NO ☐ YES ☒

If any answer to questions 6a-6b is yes, please explain: Flood insurance included in maint fee

7. 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 part of the unit or any structural damage to the unit by them? NO ☐ YES ☒ If yes, explain: Termites found in trim (wood) in 2007. Treated & no known recurrence.
b. Have you ever had the property inspected for termites, dry rot, pest or wood destroying organism? NO ☐ YES ☒
Date of inspection 9/7/2007 If so, what was the outcome of the inspection? Treated for termites & none seen since
c. Has the unit been treated for termites, dry rot, pest or wood destroying organisms? NO ☐ YES ☒ Date and type of treatment 9/7/2007 - Terminix local treat 11/9/08 - Wixom Company name: Middleton, Brantly & Sons
d. Do you have any termite contracts or termite bonds on the unit? NO ☒ YES ☐ If yes, are the bonds transferable? NO ☐ YES ☐

8. PLUMBING-RELATED ITEMS:

- a. What is your drinking water source? Public ☒ Private ☐ Well ☐ Other Source ☐
b. Do you have a water conditioning/treatment system? NO ☒ YES ☐ If yes, type: _____
Owned ☐ Leased ☐ What is the balance owed on the system? \$ _____
c. Do you have sewer ☒ septic ☐ system? If septic system describe the location of each system: _____
d. Are you aware of any plumbing leaks since you have owned the unit? NO ☐ YES ☒ If yes, explain: Pinkie leak in kitchen repaired.

9. 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 unit? NO ☒ YES ☐ If yes, explain: _____

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

10. 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 10a or 10b is yes, please explain: _____

11. HEATING AND AIR CONDITIONING:

Indicate existing equipment:

Air conditioning/Heating:

Central ☒ Window/Wall ☐ Number of units _____

Electric ☒ Fuel Oil ☐ Gas ☐ Other ☐

What year was the outside condensing unit placed in service: 2008

What year was the inside air handler unit placed in service: 2008

Solar Heating:

Owned ☐ Leased ☐

Wood-burning stove: NO ☒ YES ☐

Fireplace: NO ☒ YES ☐ Describe fireplace equipment: _____

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

12. FIRE SPRINKLER:

Are You Aware:

- a. if the unit or common elements have been retrofitted with a fire sprinkler or other engineered life safety system?
NO ☒ YES ☐
If yes, is there a pending special assessment for retrofitting? NO ☐ YES ☐ How much? _____
If no, has there been a two-thirds vote of the unit owners to forego retrofitting? NO ☐ YES ☐

13. 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? 1

Garage door openers? NO ☒ YES ☐ Number of transmitters? _____

Humidistat? NO ☒ YES ☐ Humidifier? NO ☐ YES ☐

Electric air filters? NO ☒ YES ☐

Vent fans? NO ☒ YES ☐

Paddle fans? NO ☐ YES ☐ Number of paddle fans? _____

14. MAINTENANCE CONTRACTS:

Are You Aware:

- a. of any appliance or equipment maintenance/repair contracts? NO ☒ YES ☐ If yes, Date expire _____
Are they transferable? NO ☐ YES ☐

B. LIMITED COMMON ELEMENTS

Are there any facilities outside the unit such as designated parking space(s), storage closets, boat slips, pool cabanas, garages, car ports etc. that are for your exclusive use? NO ☒ YES ☐ If yes, identify the facility and whether a separate deed or other legal document grants the exclusive right to use _____

C. COMMON ELEMENTS

1. INSURANCE:

Are You Aware:

- a. if the association maintains full replacement value flood insurance on portions of the condominium property required to be insured by the Declaration of Condominium? NO ☐ YES ☒
b. if the association maintains full replacement value against named perils (fire, windstorm, wind-driven rain etc.) on portions of the condominium property required to be insured by the Declaration of Condominium? NO ☐ YES ☒
If any answer to questions 1a or 1b is yes, please explain: See Attached Certificates of Insurance

Buyer (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 3 of 5 Pages.

2. STRUCTURE-RELATED ITEMS:

Are You Aware:

- a. of any structural damage to the condominium building or roof which may have resulted from events including, but not limited to, hurricane, fire, wind, flood, hail, landslide, or blasting, and which materially affect the value of the unit? NO ☒ YES ☐
- b. of any damage to the amenities and/or any other common element that materially affects the value of the unit? NO ☒ YES ☐
- c. of any improvements or additions to the common elements that have been constructed in violation of building codes or without necessary permits? NO ☒ YES ☐
- d. of any active permits on the common elements which have not been closed by a final inspection? NO ☒ YES ☐
- e. of any special assessments to correct any damage to the condominium building, roof or common elements? NO ☒ YES ☐

If any answer to questions 2a-2e is yes, please explain: _____

3. ALTERATION/CONVEYANCE OF COMMON ELEMENTS:

Are you aware of any proposed plan to materially alter the common elements, expand the common elements, or convey any part of the common elements? NO ☒ YES ☐ If yes, please explain: _____

D. COASTAL CONSTRUCTION CONTROL LINE

Are you aware if the condominium property ☐ is ☒ is not located partially or totally seaward of the coastal construction control line as defined in Chapter 161.053 of the Florida Statutes?

E. FEES

1. Condominium assessment fee: \$ 525 due ☒ monthly ☐ quarterly

Check all items included in the condominium assessment/association fee: ☒ water and sewer ☐ electricity ☐ telephone ☐ high speed internet ☐ pest control ☒ basic TV cable ☐ appliance maintenance ☐ club membership ☐ leasehold or ground lease fee ☐ recreational lease fee ☐ reserves on limited common elements ☐ other

2. Master association fee: \$ _____ due ☐ monthly ☐ quarterly ☐ N/A

3. Common element use fee: \$ _____ due ☐ monthly ☐ quarterly ☐ N/A

4. Limited common element use fee: \$ _____ due ☐ monthly ☐ quarterly ☐ N/A
(in addition to fee in E1 above)

F. OTHER MATTERS

Is there anything else that materially affects the value of the unit? NO ☒ YES ☐ If yes, explain: _____

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]* / Philip Casas Date: 11/29/2011
(signature) (print)

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

____ () _____ and Seller () (R) acknowledge receipt of a copy of this page, which is Page 4 of 5 Pages.

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)

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