

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
- HOA Disclosure
- Lead Based Paint Addendum
- Seller's Property Disclosure

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
Coastal Properties International Group
E-mail: Info@SimmsTeam.com

"AS IS" Residential Contract For Sale And Purchase
THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



1★ **PARTIES:** _____ Marcia M. McGhee _____ ("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 AS IS Residential Contract For Sale And Purchase and
5 any riders and addenda ("Contract"):

6 **1. PROPERTY DESCRIPTION:**
7★ (a) Street address, city, zip: _____ 7359 14th St S _____ St Petersburg 33705-6132
8★ (b) Property is located in: _____ Pinellas _____ County, Florida. Real Property Tax ID No.: _____ 13-32-16-71280-021-0170
9★ (c) Real Property: The legal description is
10 **PINELLAS POINT ADD SEC A CANAL SEC BLK 21, LOTS 17,18 & S 13FT OF LOT 19**

11 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached
12 wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms
13 of this Contract.

14 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which
15 are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase:
16 range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and
17 draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access
18 devices, and storm shutters/panels ("Personal Property").

19 Other Personal Property items included in this purchase are: _____
20★

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

23★ (e) The following items are excluded from the purchase: N/A
24 _____

25 **PURCHASE PRICE AND CLOSING**

26★ **2. PURCHASE PRICE** (U.S. currency):.....\$ _____

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

28 The initial deposit made payable and delivered to "Escrow Agent" named below
29★ **(CHECK ONE):** (i) accompanies offer or (ii) is to be made within _____ (if left blank,
30 then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii)
31 SHALL BE DEEMED SELECTED.

32★ Escrow Agent Information: Name: _____

33★ Address: _____

34★ Phone: _____ E-mail: _____ Fax: _____

35★ (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10)
36★ days after Effective Date\$ _____

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

38★ (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8\$ _____

39★ (d) Other:\$ _____

40 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
41★ transfer or other **COLLECTED** funds\$ _____

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

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

44★ (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before _____
45★ _____, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
46 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the
47 counter-offer is delivered.

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

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

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

54 (a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth In Lending Act (TILA) notice
55 requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements, not to
56 exceed 7 days.

(b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i) disruption of utilities or other services essential for Closing or (ii) Hazard, Wind, Flood or Homeowners' insurance, to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days after restoration of utilities and other services essential to Closing and availability of applicable Hazard, Wind, Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not occurred within _____ (if left blank, then 14) days after Closing Date, then either party may terminate this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

6. OCCUPANCY AND POSSESSION:

(a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.

(b) **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

7. ASSIGNABILITY: (CHECK ONE): Buyer may assign and thereby be released from any further liability under this Contract; may assign but not be released from liability under this Contract; or may not assign this Contract.

FINANCING

8. FINANCING:

(a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing contingency to Buyer's obligation to close.

(b) This Contract is contingent upon Buyer obtaining a written loan commitment for a conventional FHA VA or other _____ (describe) loan on the following terms within _____ (if left blank, then 30) days after Effective Date ("Loan Commitment Date") for **(CHECK ONE):** fixed, adjustable, fixed or adjustable rate loan in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing").

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

Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Seller. If Buyer does not receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract **up to the earlier of:**

- (i.) Buyer's delivery of written notice to Seller that Buyer has either received Loan Commitment or elected to waive the financing contingency of this Contract; or
- (ii.) 7 days prior to Closing Date.

If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. If neither party has timely canceled this Contract pursuant to this Paragraph 8, then this financing contingency shall be deemed waived by Buyer.

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

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

116 **CLOSING COSTS, FEES AND CHARGES**

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

118 (a) **COSTS TO BE PAID BY SELLER:**

- | | |
|---|---|
| 119 • Documentary stamp taxes and surtax on deed, if any | • HOA/Condominium Association estoppel fees |
| 120 • Owner's Policy and Charges (if Paragraph 9(c) (i) is checked) | • Recording and other fees needed to cure title |
| 121 • Title search charges (if Paragraph 9(c) (iii) is checked) | • Seller's attorneys' fees |
| 122 * • Municipal lien search (if Paragraph 9(c) (i) or (iii) is checked) | • Other: _____ |

123 If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a
 124 sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If
 125 actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual
 126 costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

127 (b) **COSTS TO BE PAID BY BUYER:**

- | | |
|---|--|
| 128 • Taxes and recording fees on notes and mortgages | • Loan expenses |
| 129 • Recording fees for deed and financing statements | • Appraisal fees |
| 130 • Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked) | • Buyer's Inspections |
| 131 • Survey (and elevation certification, if required) | • Buyer's attorneys' fees |
| 132 • Lender's title policy and endorsements | • All property related insurance |
| 133 • HOA/Condominium Association application/transfer fees | • Owner's Policy Premium (if Paragraph |
| 134 • Municipal lien search (if Paragraph 9(c) (ii) is checked) | 9 (c) (iii) is checked.) |
| 135 * • Other: _____ | |

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

143 **(CHECK ONE):**

- 144 * (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for
 145 closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid
 146 by Buyer to Closing Agent or such other provider(s) as Buyer may select); or
 147 * (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing
 148 services related to Buyer's lender's policy, endorsements, and loan closing; or
 149 * (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller shall furnish a copy of a prior owner's policy of
 150 title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which
 151 is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien
 152 search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if
 153 * applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ _____ (if left blank,
 154 then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

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

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

162 (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body
 163 ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and
 164 ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an
 165 improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed
 166 on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in
 167 installments **(CHECK ONE):**

- 168 * (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.
 169 Installments prepaid or due for the year of Closing shall be prorated.
 170 * (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.
 171 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 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 Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and /or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.
- (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 disclosure 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) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (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. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. **PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

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12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have _____ (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.
- (b) **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 AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** 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.**

287 Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases
288 Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs
289 and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers,
290 directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by
291 Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii)
292 Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at
293 Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended,
294 including Broker's referral, recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv)
295 products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by
296 any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective
297 vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will
298 not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14,
299 Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

300 **DEFAULT AND DISPUTE RESOLUTION**

301 **15. DEFAULT:**

- 302 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including
303 payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the
304 account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full
305 settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this
306 Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights
307 under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split
308 equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be
309 greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- 310 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable
311 diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to
312 receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach,
313 and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

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

315 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and Seller 316 arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as 317 follows:

- 318 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
319 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
320 16(b).
- 321 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
322 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The
323 mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought
324 without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be
325 resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall
326 survive Closing or termination of this Contract.

327 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted by 328 this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in 329 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover 330 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. 331 This Paragraph 17 shall survive Closing or termination of this Contract.

332 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

333 **18. STANDARDS:**

334 **A. TITLE:**

- 335 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph
336 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and
337 delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing
338 and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the
339 Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the
340 following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and
341 requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise
342 common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted
343 public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear
344 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)

STANDARDS FOR REAL ESTATE TRANSACTIONS (“STANDARDS”) CONTINUED

345 assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none
346 prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b)
347 – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable
348 Title Standards adopted by authority of The Florida Bar and in accordance with law.

349 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in
350 writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered
351 to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to
352 examine same in accordance with this STANDARD A. Seller shall have 30 days (“Cure Period”) after receipt of Buyer’s
353 notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to
354 have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with
355 proof of cure acceptable to Buyer and Buyer’s attorney) and the parties will close this Contract on Closing Date (or if
356 Closing Date has passed, within 10 days after Buyer’s receipt of Seller’s notice). If Seller is unable to cure defects
357 within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a)
358 extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use
359 reasonable diligent effort to remove or cure the defects (“Extended Cure Period”); or (b) electing to accept title with
360 existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days
361 after end of Extended Cure Period or Buyer’s receipt of Seller’s notice), or (c) electing to terminate this Contract and
362 receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If
363 after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this
364 Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all
365 further obligations under this Contract.

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

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

376 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
377 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits
378 paid by tenant(s) or occupant(s) (“Estoppel Letter(s)”). If Seller is unable to obtain such Estoppel Letter(s) the same
379 information shall be furnished by Seller to Buyer within that time period in the form of a Seller’s affidavit and Buyer may
380 thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller’s affidavit, if any,
381 differ materially from Seller’s representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s)
382 fail or refuse to confirm Seller’s affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such
383 information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit,
384 thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and
385 assign all leases to Buyer who shall assume Seller’s obligations thereunder.

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

393 **F. TIME:** Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.**
394 Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates
395 specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a
396 Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is
397 located) of the next business day.

398 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable
399 to each other for damages so long as performance or non-performance of the obligation is delayed, caused or
400 prevented by Force Majeure. “Force Majeure” means: hurricanes, earthquakes, floods, fire, acts of God, unusual
401 transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of Buyer
402 or Seller, and which, by: exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to
403 prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure
404 prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

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

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

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

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable the survey, flood elevation certification, and documents required by Buyer's lender.

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

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

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

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

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

STANDARDS FOR REAL ESTATE TRANSACTIONS (“STANDARDS”) CONTINUED

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

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker’s real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including “pdf”) media. A facsimile or electronic (including “pdf”) copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida’s Electronic Signature Act and other applicable laws.

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

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

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

S. COLLECTION or COLLECTED: “COLLECTION” or “COLLECTED” means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent’s accounts.

T. LOAN COMMITMENT: “Loan Commitment” means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Commitment for purposes of this Contract.

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

V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (“FIRPTA”): If a seller of U.S. real property is a “foreign person” as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires the buyer of the real property to withhold 10% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an “exemption” is claimed on the sale of residential property for \$300,000 or less.

(i) No withholding is required under Section 1445 if the Seller is not a “foreign person,” provided Buyer accepts proof of same from Seller, which may include Buyer’s receipt of certification of non-foreign status from Seller, signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller’s name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold 10% of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum, if any required, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold 10% of the amount realized by Seller on the transfer and, at Buyer’s option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller’s expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller’s application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.



STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

525 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288
526 and 8288-A, as filed.

527 **W. RESERVED**

528 **X. BUYER WAIVER OF CLAIMS:** *To the extent permitted by law, Buyer waives any claims against Seller and*
529 *against any real estate licensee involved in the negotiation of this Contract for any damage or defects*
530 *pertaining to the physical condition of the Property that may exist at Closing of this Contract and be*
531 *subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This*
532 *provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive*
533 *Closing.*

ADDENDA AND ADDITIONAL TERMS

535 **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this
536 **Contract (Check if applicable):**

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

537 **20. ADDITIONAL TERMS:**

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COUNTER-OFFER/REJECTION

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- 555 Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver
556 a copy of the acceptance to Seller).
- 557 Seller rejects Buyer's offer.

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

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

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



Comprehensive Rider to the Residential Contract For Sale And Purchase

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



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

Marcia M. McGhee (SELLER) and _____ (BUYER) concerning the Property described as 7359 14th St S St Petersburg FL 33705-6132

Buyer's Initials _____ Seller's Initials [M.M.G.] _____

B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

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

Disclosure Summary For Pinellas Point (Name of Community)

- (a) AS A BUYER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION ("ASSOCIATION").
(b) THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS ("COVENANTS") GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
(c) YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ N/A PER ... YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ PER ...
(d) YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
(e) YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
(f) THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ PER ...
(g) THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
(h) THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
(i) THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

DATE BUYER

DATE BUYER

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 Marcia M. McGhee (SELLER) and _____ (BUYER) concerning the Property described as 7359 14th St S St Petersburg FL 33705-6132

Buyer's Initials _____ Seller's Initials M.M.M

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

Lead-Based Paint Warning Statement

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

Seller's Disclosure (INITIAL)

- M.M.M (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.
- M.M.M (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.

<u>Marcia M. McGhee</u> SELLER 06/04/2015 6:35:53 PM	06/04/2015 Date	_____	BUYER	_____	Date
<u>Sharon Simms</u> Selling Licensee 06/04/2015 11:37:33 AM	06/04/2015 Date	_____	BUYER	_____	Date
_____	_____	_____	Selling Licensee	_____	Date

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



Seller's Property Disclosure – Residential

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

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

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

Seller makes the following disclosure regarding the property described as: 7359 14th Street S., St. Petersburg, FL 33705
(the "Property")

The Property is owner occupied tenant occupied unoccupied (if unoccupied, how long has it been since Seller occupied the Property? Early 2015)

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

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

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

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

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

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

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

Seller: Marcia M. McGhee / Marcia M. McGhee Date: 5-8-15
 (signature) (print)

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

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

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

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

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Pelican Property Inspections

727.556.0542

PelicanInspections.com

Pelican Property Inspections, Inc.

Commercial, Residential & Condominium Inspections

Mark Orso
Home Inspector

State Certified Home Inspector #HI489
Certified ASHI Inspector # 250222
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American Society of Home Inspectors – Member
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** Please Read the Entire Report Carefully **

PROPERTY LOCATION:

7359 14th Street South

CLIENT:

Present

- *Pelican Property Inspections, Inc. (The Company) requires Inspection Agreement to be signed/reviewed by the Client prior to the Company performing an inspection and promulgating a Home Inspection Report. If the Client is not present at the beginning of the inspection, or, for whatever reason, did not sign/review the Inspection Agreement, the Client by accepting, paying for, or using in any way, this Home Inspection Report, explicitly acknowledge and agree to be bound by all of the terms and conditions of the Inspection Agreement. To read the Agreement go to www.pelicaninspections.com.*

INSPECTION DATE/TIME:

12 May 2015 - 9:00 am

WEATHER CONDITION:

Not Raining – F° - 85

- *We did not have the opportunity to inspect the house when it was raining. While exhaustive efforts were made to detect moisture penetration, leakage or water seepage may occur during periods of rain.*

STRUCTURE STATUS:

unoccupied, unfurnished.

- *The presence of furniture and the occupant's belongings restricts the inspection to only those areas that are visible and/or accessible. No furniture or personal items are moved during the course of the inspection.*

TYPE OF STRUCTURE:

Residential

INSPECTION AGREEMENT

PLEASE READ IT CAREFULLY

1. Client requests a visual inspection of the structure identified at the above address by Pelican Property Inspections, Inc., hereinafter collectively referred as the "Company" and Client hereby represents and warrants that all approvals necessary have been secured for the Company's entrance on to the property.
2. Client warrants that: (a) Client has read this Agreement carefully, (b) Client understands the Client is bound by all the terms of this Agreement, and (c) Client will read the entire Inspection Report when received and promptly call the Company with any questions the Client may have.
3. Client understands that the inspection and Inspection Report are performed and prepared for Client's sole, confidential and exclusive use. In the event that anyone or any entity claims damages as a result of the reliance upon the inspection report, and seeks recompense for said damages from the company, the client agrees to indemnify, defend and hold harmless company from any claim from any third party relating to this inspection report, including, but not limited to, any claims caused by the alleged negligence, breach of contract, fraud, misrepresentation, or any other theory of liability of the company.
4. Company agrees to perform a limited visual inspection of the structure at the above address and to provide Client with a written opinion as to the apparent general condition of the structure's components and systems, including identification of significant observable deficiencies as they exist at the time of the inspection. The inspection will be performed in a manner consistent with the State of Florida Standards of Practice for Home Inspectors. A copy of these standards is provided to the Client online at www.pelicaninspections.com
5. The inspection only includes those systems and components expressly and specifically identified in the inspection report. Any area which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings or any other thing, or those areas/items which have been excluded by the State of Florida Standards of Practice for Home Inspectors and/or by agreement of the parties is not included in this inspection. The inspection does not include any destructive testing or dismantling. In addition to the other LIMITATIONS provisions in this Agreement, Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection or exist in any area excluded from Inspection by the terms of this agreement. Maintenance and other items may be discussed but will NOT form a part of the inspection report. The following areas/items, systems and components are among those not included in the inspection:

mold/mildew/fungus and/or the structural, physical or health related issues associated with and/or resulting from mold, mildew and fungus, sick building syndrome or other environmental or health hazards/ code or zoning violations/ permit research/ building value appraisal/ada compliance/ repair cost estimates/ system or component installation/ adequacy/ efficiency and/or life expectancy/ latent or concealed defects/ structural, geological, soil, wave action or hydrological stability, survey, engineering, analysis or testing/ termites or other wood destroying organisms, rodents or other pests, dry rot or fungus or the damage from or relating to the preceding/ asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, water or air quality, pcb's or other toxins, electro-magnetic fields, underground storage tanks, proximity to toxic waste sites, saunas/ steam baths/ fountains or other types of/or related systems or components/ water softeners or purifiers/ private water/well or sewage systems/ seawalls, radio controlled devices/ telephone and cable television wiring and service/ automatic gates/ elevators/lifts/dumbwaiters/ thermostatic or time clock controls/ radiant heat systems/ furnace heat exchangers/ solar heating systems/ heat pump recovery units/ gas appliances such as fire pits, barbeques, heaters, lamps/ main gas shut off valve/ gas leaks/. seismic or hurricane safety/ flood zone determination/ previous flood history/ boundaries/ easements or right of way/ freestanding appliances and buildings and sheds/ security/ fire safety/ sprinkler/ low voltage and landscape lighting systems/ personal property/ items specifically noted as excluded in the inspection report/ odors and noise or any adverse condition that may affect the desirability of the property/ proximity of railroad tracks or airplane routes/ unique or technically complex systems or components.

If inspection is desired of any of the areas/items, systems or components listed above, then Client shall contact the appropriate professionals.

6. **CLIENT UNDERSTANDS THAT THE INSPECTION AND THE INSPECTION REPORT DO NOT, IN ANY WAY, CONSTITUTE A/AN: (1) GUARANTEE, (2) WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (3) EXPRESS OR IMPLIED WARRANTY, OR (4) INSURANCE POLICY. ADDITIONALLY, NEITHER THE INSPECTION NOR THE INSPECTION REPORT ARE SUITABLE FOR ANY REAL ESTATE TRANSFER DISCLOSURES WHICH MAY BE REQUIRED BY LAW.**
7. The written report to be prepared by Company shall be considered the final and exclusive findings of Company of the structure. Client understands and agrees that Client will not rely on any oral statements made by the inspector prior or subsequent to the issuance of the written Inspection Report. Client further understands and agrees Company reserves the right to modify the inspection report for a period of time that shall not exceed two business days after the inspection report has first been delivered to the Client.
8. It is agreed that the Company, its employees, officers, owners, and heirs, are not in anyway insurers of the property inspected and that payments for the inspection services provided herein are based solely upon the value of those services, and it is not the intention of the parties that the Company assume responsibility: (1) for any loss occasioned by malfeasance or misfeasance in the performance of the services under this Agreement, (2) for any loss or damage sustained through burglary, theft, robbery, fire or other cause, or (3) for any liability on the part of the Company by virtue of this Agreement or because of the relationship hereby established.

If there shall, notwithstanding the above provision, at any time be, or arise, any liability on the part of the Company by virtue of this Agreement, or because of the relationship hereby established, whether due to the negligence, omission, breach of contract, misrepresentation of the Company or otherwise, such liability is, and shall be limited to, a sum equal to the price charged for the inspection service, which sum shall be paid and received as liquidated damages. Such liability is herein set forth as liquidated damages and not as a penalty, and this liability shall be complete and exclusive. **THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND ANY SUCH WARRANTY IS SPECIFICALLY EXCLUDED AND DISCLAIMED.**
9. It is agreed that any dispute, controversy, interpretation or claim, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to, this contract or arising out of, from or related to, the inspection or inspection report, shall be submitted to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the arbitrator appointed thereunder shall be final and binding and judgment on the award may be entered in any court of competent jurisdiction. **CLIENT UNDERSTANDS AND AGREES THAT IN ANY SUCH ARBITRATION, ALL OF THE LIMITATIONS OF LIABILITY PROVISIONS OF THIS AGREEMENT SHALL APPLY.**
10. Any legal action, including the arbitration proceeding more specifically described above, including, but not limited to, those proceedings involving claims sounding in tort or contract, against the Company, or its officers, agents or employees, must be brought within one (1) year from the date of the inspection, or same will be deemed waived and forever barred. Time is expressly of the essence herein. This time period may be shorter than otherwise provided for by law. It is agreed and understood that the arbitrator, in rendering any decision above, is to apply the laws of the State of Florida.
11. **Client understands and agrees that if they are not present at the time of the inspection and therefore do not sign this Agreement that this Agreement will form a part of the Inspection Report and acceptance of the Inspection Report by the Client shall and payment therefore constitute acceptance of the terms and conditions of this Agreement.**
12. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.
13. This Agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modifications are in writing and signed by the parties. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

If you have any questions regarding the Inspection Agreement, please contact our office immediately at 727.556.0542.

End of Inspection Agreement

This visual inspection is not a past or present building code compliance inspection. This Home Inspection does not equate to a certificate of codes compliance or lack thereof as we are not the codes authority and that certification can only come from the jurisdiction which oversees the enforcement of the building code. Housing components are evaluated on the general time period in which they were built, installed and/or manufactured. It is recommended that areas of concern noted in the report and Summary be addressed/evaluated by licensed professionals or contractors prior to closing. Further evaluation prior to the closing/purchasing the property is recommended so a properly licensed professional can evaluate our concerns further and inspect the remainder of the system or component for additional concerns that may be outside our area of expertise or the Scope of our inspection. Failure to have the issues noted in the report further evaluated prior to purchasing the property could result in the discovery of additional discrepancies and substantial expenses incurred by the home buyer/purchaser.

The terms "adequate" and "functional" as contained in the inspection report mean that in the opinion of the Inspector, based solely on the visual inspection of the conditions at the time of the inspection, that the item is still performing its intended function (i.e. the refrigerator keeps food cold, the water heater heats water.) These terms should not be taken to mean that the item is in "like new" condition. The CLIENT is to understand that certain components of the house may function in a manner consistent with their purpose at the time of the inspection, but may cease to function or change or deteriorate abruptly and without notice.

1-0

GROUNDS AND APPURTENANCES

LANDSCAPING:

Ground cover is established and vegetation does not appear to adversely affect the structure.

GRADING & DRAINAGE:

Grading and drainage is functional.

DRIVEWAY:

The driveway is functional except as noted.

WALKWAYS:

The sidewalk is functional.

IRRIGATION SYSTEM:

Functional: NO

- *The irrigation system was operated. The inspection of this system is limited to the operation of the sprinkler zones. The timer/control system is operated on manual mode only. The evaluation of individual head performance and proper coverage is excluded from this inspection.*

PORCHES/FLORIDA ROOM/DECK:

The porch is functional.

2-0

ROOF SYSTEM

ROOFING COVERING MATERIAL(S):

Pitched roof:

Concrete tile

Low sloped/flat roof:

Modified Bitumen

CONDITION OF ROOF COVERING:

Refer to summary

HOW OBSERVED:

- *Observed from ground level, inside the attic and on the roof.*

IMPORTANT NOTE:

- *The determination of leakage is based upon the visible inspection of the roof system on today's inspection. Conditions change from day to day and the absence of visible leakage is not an indication that the roof will remain watertight in the future. The life expectancy of the roof is not within the scope of this inspection. The roof inspection is not a guarantee or warranty. Metal roofs over Florida rooms/porches, carports, etc. are not considered watertight structures and often experience leakage.*

EXTERIOR WALL COVERING MATERIAL(S):

Stucco

EXTERIOR WALL CONDITION:

The wall covering is functional except as noted.

TRIM:

The trim material is in serviceable condition except as noted.

EAVES:

The eave material is in serviceable condition except as noted.

PAINT/WEATHERPROOFING:

The exterior walls and trim have been painted.

- *Testing for lead based paint is not within the scope of this inspection.*

WINDOWS:

The windows are in serviceable condition from the exterior view.

STEPS/STAIRS:

The exterior steps and stairs are functional.

EXTERIOR DOORS:

A representative number of exterior doors were operated and are functional.

SWIMMING POOL:

TYPE: In Ground

The swimming pool and equipment, as evaluated within the scope of the inspection, is functional except as noted.

SCOPE OF POOL INSPECTION:

- *The pool timer is operated in the manual mode only. The operation of the timer is not within the scope of this inspection. The equipment is viewed from the exterior only. The interior of the filter and pump are not viewed or evaluated. The efficiency of the filter system is not within the scope of this inspection. Potential underground shell and plumbing/skimmer leaks are not detectable by visual inspection and are excluded from this inspection. Sweeps, fountains and other ancillary equipment are not evaluated and are excluded. The inspection of the swimming pool is limited in scope. Testing for the adequacy of the pool pump, water quality/chemistry or pressure testing the piping is not within the scope of this inspection. A comprehensive inspection can be provided by a licensed pool contractor.*
- *New Standards regarding pool barriers have been recently adopted by the State. Upgrading your pool barrier to meet these new standards is recommended. These barriers limit access to the pool to prevent drowning. These barriers include window and door alarms, screen barriers and pool covers. Antivortex drain covers are also a new requirement. These prevent entrapment and are a recommended upgrade on any age pool.*

4-0

GARAGE/CARPORT

INTERIOR:

The interior walls/ceiling are functional except as noted.
The flooring appears functional.

VEHICLE DOORS:

The vehicle door was operated and is functional.

AUTOMATIC OPENER:

Opener was tested for operation and is functional.

5-0

ATTIC

ACCESS TO ATTIC:

Via scuttle hole and was viewed from inside the attic.

FRAMING:

Structural Framing Type: Engineered Trusses
Roof Sheathing Type: Plywood

THERMAL INSULATION:

Loose fill.

VENTILATION PROVIDED BY:

Soffit

INACCESSIBLE AREAS:

The inspection of the attic indicated areas that were inaccessible due to inadequate clearance or are obstructed by structural members and/or mechanical apparatus. The presence of insulation in the attic restricts a full view of the condition of the ceiling framing members. Most attics cannot be fully viewed for these reasons.

Stored personal items were noted in this attic and restricted viewing of several areas.

SIGNS OF MOISTURE PENETRATION:

Signs of prior moisture penetration were observed today in the visible, unobstructed portions of the attic.

- *The determination of leakage is based upon the visible inspection of the roof system on today's inspection. Conditions change from day to day and the absence of visible leakage is not an indication that the roof will remain watertight in the future.*

6-0

FOUNDATION

TYPE:

Concrete slab on grade. The presence of floor covering prohibits viewing of the slab.

EXTERIOR WALLS/ROOF:

Exterior walls are constructed of concrete masonry units and wood.

The roof framing is constructed of wood.

INTERIOR WALLS & CEILINGS:

Interior walls are constructed of wood.

SCOPE OF INSPECTION:

- *The condition of wood framing members that are not visible due to exterior or interior wall and ceiling coverings is not within the scope of this inspection. No wall/ceiling coverings are removed. This inspection and report does not address wood destroying organisms, insects or pests and is not a WDO Inspection Report pertaining to Florida Statutes. A Wood Destroying Organism, insect and pest inspection by a licensed termite/Pest inspector is recommended. WDO, insect or pest damage which may be concealed or which may exist at areas other than those selected for close examination cannot be discovered within the scope of this inspection. The possibility of undetected damage is a risk.*

IMPORTANT NOTE:

- The notation of cosmetic discrepancies is not within the scope of this inspection.

MOLD INSPECTION:

- We do not perform mold inspections. A mold inspection is not within the scope of this inspection. If you want this property evaluated for the presence of mold, a separate inspection by a qualified mold inspector is advised.

CHINESE DRYWALL:

- Inspection for the presence of Chinese drywall is not within the scope of this inspection. The presence or lack of is specifically excluded from the scope of this home inspection.

CEILINGS/WALLS:

Ceilings/walls are functional except as noted.

Signs of moisture penetration were noted in the following areas:

Several areas of the ceilings.

FLOORS:

Flooring material is functional.

DOORS:

A representative number of doors were opened and closed and found to be functional except as noted.

WINDOWS:

A representative number of windows were operated and found to be functional.

SMOKE DETECTORS:

A smoke detector is present.

- The operation of the smoke detector is not within the scope of this inspection

BATHROOM WATER CLOSET:

All water closets (toilets) were operated and are functional.

BATHROOM LAVATORY:

All lavatories (sinks), faucets, and drains are functional except as noted.

BATHTUB(S):

All tubs, faucets and drains were operated and are functional except as noted.

BATHROOM SHOWERS:

All showers and shower enclosures are functional.

BATHROOM CABINETS & COUNTERS:

All cabinets and counters are functional.

BATHROOM VENTILATION:

All bathrooms were ventilated with either windows or exhaust fans.

KITCHEN COUNTERS/CABINETS:

The counter/cabinets are functional.

KITCHEN SINK:

The sink, faucet, supply and drain lines are functional.

OVEN/COOKTOP:

This unit was operated and is functional.

- *Temperatures are not calibrated. The operation of the self-cleaning feature, timer, and convection (if applicable) are not within the scope of this inspection.*

KITCHEN VENTILATION:

The fan was operated and is functional.

REFRIGERATOR:

This unit was operated and is functional.

DISPOSAL UNIT:

The disposal unit was operated and is functional.

DISHWASHER:

This unit was operated and is not functional.

APPLIANCE GENERAL COMMENTS: the appliances are advancing in age

PLUMBING FIXTURE (toilets, sinks, tubs, showers) GENERAL COMMENTS: None

LOW VOLTAGE SYSTEMS:

- *The operation of low voltage systems is not within the scope of this inspection. Low voltage systems include but are not limited to: alarm systems, intercom systems, cable television/satellite wiring and equipment, close circuit television systems, telephone wiring and equipment, Internet cable and speaker systems.*

SCOPE OF APPLIANCE INSPECTION:

The appliance inspection is limited in scope.

- *The determination of the age and life expectancy of the appliances is not within the scope of the inspection. Each appliance is operated to ensure that it is currently functioning on the day of the inspection. Conditions change from day to day. The current operation of the appliances does not warrant or guarantee future serviceability. Temperatures are not calibrated. Digital/electronic controls and/or timer on appliances are not inspected. No installation manuals specific to these appliances are reviewed. These manuals may contain approvals, listings and labels specific to the proper installation and operation of the appliances. It is recommended that the seller provide to the buyer the manuals for all appliances. Ice makers in refrigerators are not inspected.*

WATER SUPPLY PIPING:

Visible pipe material is primarily copper

WASTE PIPING:

Visible pipe material is primarily PVC/metal.

VENT PIPING:

Visible vent piping is primarily PVC/Cast iron

WATER FLOW:

Water flow was found to be functional when three or more fixtures were operated simultaneously.

DRAINS AND TRAPS:

Drains and traps appear to be normal. No blockage of waste system was noted on today's inspection when three or more fixtures were operated simultaneously.

- *The condition and type of material (cast iron, orangeburg, plastic, clay) used for the underground sewer/drain cannot be determined during the course of this Home Inspection. We make efforts to determine if signs of a blockage in the system are present. However, determination of the condition and serviceability of the underground drainage system is not within the scope of this inspection.*

SHUT OFF VALVES/ANGLE STOPS:

- *Shut off valves (both for mains and individual fixtures) are inspected for leakage. However, shut off valves are not operated. These valves are prone to leakage if turned on and off and are not tested for operation during the inspection.*

SOURCE OF WATER:

Public Utility

WATER HEATER:

Size in U.S. Gallons:	50/gal
Unit Age:	2003
Type of energy source:	Electric
FUNCTIONAL:	YES, except as noted

SCOPE OF INSPECTION:

- *The majority of the piping for the plumbing system is concealed by walls, occupant's belongings, sub floor or slab and the attic. As a result, only a small fraction of the plumbing system can be viewed. The interior condition and future serviceability of supply, drain and waste piping is not within the scope of this inspection. The condition of piping under the slab or hidden from view is not with the scope of this inspection. The condition of solar heating units and heat recovery units is not within the scope of this inspection. Water softeners are not inspected.*

10-0

ELECTRICAL SYSTEM

MAIN PANEL LOCATION: Garage

SUB PANEL LOCATION(s): N/A

TYPE OF OVER-CURRENT PROTECTION:

Circuit breakers

INCOMING SERVICE & VOLTAGE:

Approximate amperage: 200/ite
120/240 volts

COPPER WIRING: Visible: YES

MULTISTRAND ALUMINUM: Visible: YES

ALUMINUM BRANCH CIRCUITS: Visible: NO

KNOB & TUBE: Visible: NO

ADEQUACY:

The incoming electrical service appears to be adequate for the current usage.

GROUNDING ELECTRODE

CONDUCTOR: Visible/Noted

FIXTURES AND OUTLETS:

A representative number of wall outlets, wall switches and light fixtures were operated.

GFCI RECEPTACLES/BREAKERS: None

ARC FAULT CIRCUIT INTERRUPTERS: None

SCOPE OF INSPECTION:

- *The electrical inspection is limited in scope. The majority of the electrical wiring is concealed in or by wall cavities, occupant's belongings, subfloor or slab and attic. As a result, only a small fraction of the wiring can be visibly inspected. Regarding overhead lighting, attempts will made to determine if no illumination is due to failure of the lighting fixture or an expired bulb. However, in many cases this may be impossible due to height or inaccessibility.*

11-0 AIR CONDITIONING & HEATING SYSTEM (HVAC):

TYPE OF AIR CONDITONING SYSTEM:

Electrical split system

APPROXIMATE/ESTIMATED AGE OF SYSTEM:

Compressor/condenser (exterior unit): 1999
Air Handler: unknown
Approximate Size in tons: 4
Comments: refer to summary

DISTRIBUTION SYSTEM:

Supply and return air via duct work.

SUPPLY & RETURN TEMPERATURES:

Supply registers: 72°
Return air temperature: 81°
Difference: 9°

A temperature difference between 14-20 degrees is within an acceptable range.

COOLING CAPABILITIES:

Functional: No

- *The ability of the unit to produce conditioned air on the day of the inspection does not warrant or guarantee future serviceability.*

HEATING TYPE:

Electric heat pump.

HEATING CAPABILITIES:

The heat pump was not operated in the heating cycle since the ambient temperature was above 60° at the time of the inspection. Operation of the heating cycle when the temperature is above 60° could damage the unit. The heat pump was operated in the cooling mode.

SCOPE OF INSPECTION:

- *Evaluation of the refrigerant charge is not within the scope of this inspection. The life expectancy of the air conditioning system is not within the scope of this inspection. The air conditioning inspection is limited in scope. This inspection is limited to the determination of if the unit is producing conditioned air on the date of the inspection. The dismantling or opening of access panels of the HVAC equipment is not within the scope of this inspection. Digital/programmable thermostats are not tested for operation and not included in the inspection. Auxiliary/emergency heat strips are not operated.*

Please read carefully:

- 1) Uncertainty regarding the condition of the house cannot be wholly eliminated by a home inspection. Our inspection findings do not represent every deficiency in the structure. The preparation of this home inspection within the State of Florida Standards of Practice for Home Inspectors is intended to reduce, but not eliminate, the uncertainty regarding the potential for component or system failure and to reduce the potential that such component or system may not be initially observed. This Home Inspection is not a guarantee or warranty, expressed or implied. Every effort is made to identify the major deficiencies in this house. Several factors influence our ability to locate these major issues. These factors include the age of the house, occupancy status at the time of the inspection, amount of personal belongings in the house, complexity of the design of the house and system components, changes and additions to the original structure, deferred maintenance and homeowner/amateur work/repair. As a result, it is recommended that you budget between 1% - 3 % of the purchase price for annual maintenance and repair.
- 2) This Home Inspection Report was NOT compiled for the purpose of obtaining homeowners insurance. This report was not performed to comply with an insurance company's guidelines. The insurability of this property is NOT within the scope of this inspection. Questions regarding the insurability of this property due to its condition should be directed to your homeowner's insurance carrier. The fee for this Home Inspection does not include the cost of a four point inspection, insurance roof certification or wind mitigation inspection. Your Insurance Agent may require additional inspections at your expense. We can perform these inspections at an additional cost.
- 3) We will NOT advise you as to whether you should or should not purchase the subject property as that is a decision that ONLY you can make. We will provide you a general overview of the condition of the house that will assist you in determining whether you want to purchase the property in question.
- 4) It is recommended that the permit history for this property be obtained prior to closing. The permit history for house in most municipalities can be obtained from the building code enforcement department of jurisdiction.
- 5) An infrared camera may be used during the course of this inspection. The use of this camera is limited. A comprehensive infrared inspection/evaluation of the entire structure was not performed. A comprehensive infrared inspection of the property can be performed at a later date for an additional fee.

Pelican Property Inspections, Inc.

Commercial, Residential & Condominium Inspections



Mark Orso
Home Inspector

State Certified Home Inspector #HI489

*** EXECUTIVE SUMMARY ***

IMPORTANT NOTE - PLEASE READ: The Summary page(s) is provided to allow the reader a brief overview of the report. This page is NOT encompassing. Reading this page alone is NOT a substitute for reading the report in entirety. The entire Inspection Report, including the State of the Florida Standard of Practice for Home Inspectors, inspection limitations noted in the Home Inspection Report, and Inspection Agreement must be carefully read to fully assess the findings of the inspection. This list is NOT intended to determine which items may need to be addressed per the contractual requirements of the sale of the property. Any areas of uncertainty regarding to the contract should be clarified by consulting an attorney or real estate agent.

It is recommended that any deficiencies and the components/systems related to these deficiencies noted in the report be evaluated/ inspected and repaired as needed by licensed contractors/professionals PRIOR TO CLOSING/Purchasing the Property. Further evaluation PRIOR to the closing/purchasing the property is recommended so a properly licensed professional can evaluate our concerns further and inspect the remainder of the system or component for additional concerns that may be outside our area of expertise or the Scope of our inspection. Failure to have the issues noted below further evaluated prior to purchasing the property could result in the discovery of additional discrepancies and substantial expenses incurred by the home buyer/purchaser. Please call our office for any clarifications or further questions.

Date: **May 12, 2015**

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ELECTRICAL: It is recommended the following issues and related systems be further evaluated and addressed as needed by a **Licensed Electrical Contractor**.

- 1) 1 Double tapped/lugged breaker(s) was/were noted. Double tapping refers to the practice of using one breaker to serve more than one electrical circuit. Each breaker is designed to serve only one circuit. Multiple circuits on the same overcurrent device may cause the breaker to trip frequently.
 - 2) Unprotected wiring (not in conduit) was noted at the rear exterior walls.
 - 3) Rust was noted at several of the exterior flood light fixtures.
 - 4) The internal cover/thermal shield is missing over the wiring on the pool timer control.
 - 5) A detached receptacle was noted at the pool equipment.
 - 6) Rust was noted at the pool equipment boxes.
 - 7) A damaged receptacle was note at the front exterior yard.
 - 8) The laundry light could not be made to function.
 - 9) A damaged receptacle was noted at the front wall of the front right side bedroom.
 - 10) A couple of loose receptacles were noted in the family room.
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ROOF: It is recommended the following issues and the roof system be further evaluated and addressed as needed by a **Licensed Roofing Contractor**.

- 1) Broken, sliding, replaced and loose tiles were noted and exposed areas of the underlayment were noted throughout the roof covering. Moisture penetration was noted at a couple of areas of the roof decking in the attic. Further evaluation and replacement of the tile roof covering is advised.
 - 2) The rear low sloped roof covering is deteriorated and is at the end of its service life, replacement is advised.
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PLUMBING: It is recommended the following issues and related systems be further evaluated and addressed as needed by a **Licensed Plumbing Contractor**.

- 1) Prior leakage and mildew were noted below the bar sink.
- 2) The dishwasher could not be made to function properly.
- 3) When the fixture is operated, water flows from the control handles of the right side bathroom sink.
- 4) The water heater is 12 years old and is advancing in age.

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A/C & HEAT: It is recommended that the following issues and the HVAC system be further evaluated by a **Licensed A/C Contractor:**

- 1) The air conditioning system was producing conditioned air to 72 degrees with a return temperature of 81 degrees. The differential is 9 degrees. A system that is functioning properly should have a differential between 14 and 20 degrees. The HVAC system is 16 years old and is at the end of its service life, replacement is advised.
- 2) The casing of the air handler and the drain pan is rusted and deteriorated.

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OTHER: It is recommended the following issues and related systems be further evaluated and repaired as needed by a **Building Contractor and/or Professional licensed in the appropriate field.**

- 1) Wood decay was noted in several areas of the eaves.
- 2) The left side addition is wood frame with a stucco exterior at grade level, this stucco exterior should be 6" above grade level. Wood decay was noted at the window framing in this area, cracking was noted at the exterior walls and cracking and settling was noted at the interior flooring. The condition of the interior wall framing is unknown. Further evaluation and repair as needed is advised.
- 3) Open and damaged eaves were noted at several areas of the perimeter.
- 4) Cracking was noted at the pool decking.
- 5) Rust was noted at the rear metal railings.
- 6) Detached stucco was noted at the front exterior curtail walls.
- 7) Cracking was noted at the interior walls and the ceiling of the garage.
- 8) Damage was noted at the flooring of the garage next to the side door.
- 9) The laundry and the kitchen cabinet doors are in need of adjustment.
- 10) The microwave handle is damaged.
- 11) The oven racks have been removed.
- 12) The window at the right side bathroom could not be made to function.
- 13) The right front bedroom door handle is loose.
- 14) A top cord of a truss web in the attic above the family room has been improperly repaired. Repair to trusses should be of similar lumber on both sides of the damaged web and bolted together.
- 15) Cracking and settling was noted at the driveway.
- 16) The irrigation system is not functional.

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SWIMMING POOL/SPA: It is recommended the following issues and related systems be further evaluated and addressed as needed by a **Licensed Swimming Pool Contractor.**

- 1) Air bubbles are present in the pool water inlets. It is recommended this be evaluated further to determine the possible source of leakage.
- 2) The cosmetic pool finish is stained and is deteriorating.
- 3) Cracking was noted in the pool below the skimmer and at the front near the steps also cracking was noted in the spa, however no water was present in the spa.
- 4) The light is detached and could not be made to illuminate.
- 5) Missing drain cover was noted at the bottom of the pool.
- 6) The skimmer cover is damaged.
- 7) The deep end ladder is loose.
- 8) The hand rail at the shallow end is loose.
- 9) The swimming pool equipment is advancing in age. Budget to replace.

Important Information Regarding Insurance Inspections:

The information needed to complete several types of insurance inspections was compiled during today's inspection. Extra time and effort was taken during the inspection to obtain the photos and the necessary information to complete these forms. Please contact our office regarding the fees associated with the completion of a Wind Mitigation Inspection (Uniform Mitigation Verification Inspection Form OIR-B1-1802), Citizens 4-Point Inspection and Citizen's Roof Condition Certification Form.

I certify that I have no material interest, present or contemplated in the subject property or the improvement thereof. I have no association with any contractor, Realtor or with any other party who may benefit from the sale and/or improvement of the subject property. The information noted above is a professional opinion and not meant to be a guarantee or warranty, expressed or implied. Please refer to the Inspection Agreement noted in the report and available at www.pelicaninspection.com for details.

For PELICAN PROPERTY INSPECTIONS, Incorporated:

Mark Orso

State Certified Home Inspector #HI489

Digital/Thermal Exhibits:



Soffit



Rust



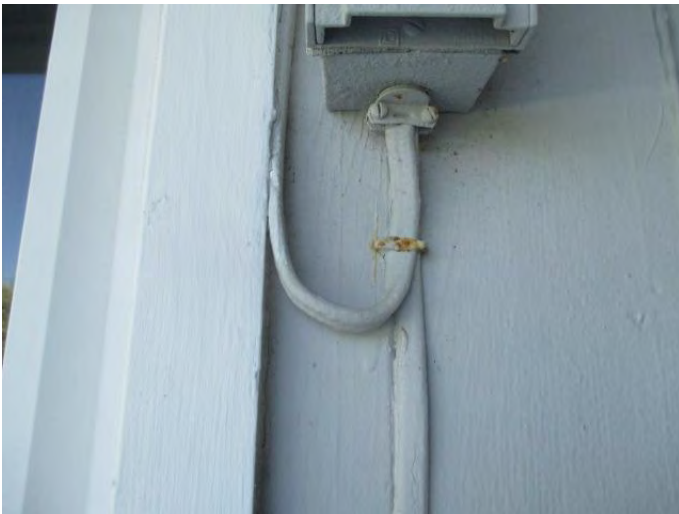
Exterior A/C



Pool equipment



Rust



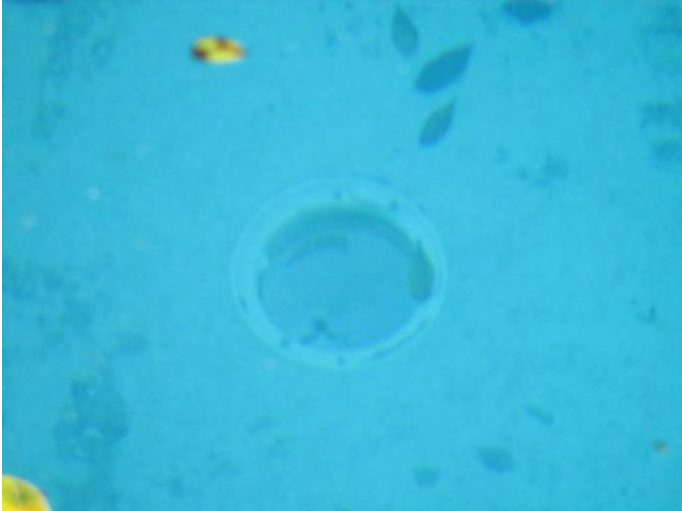
Unprotected wiring



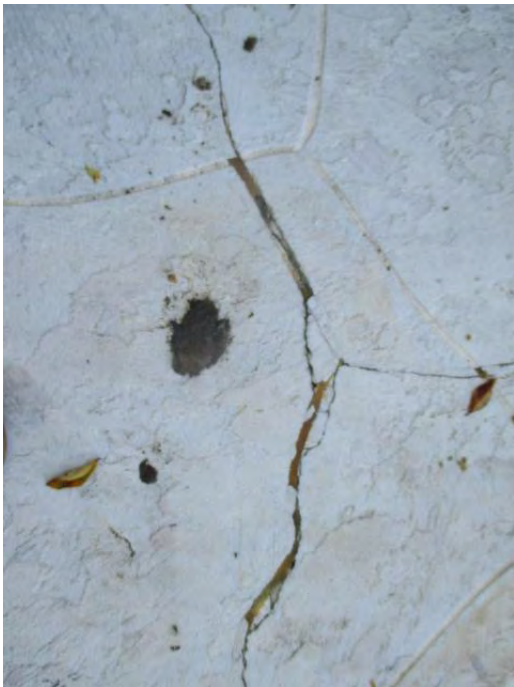
Railing



Detached pool light



Missing drain cover



Cracked deck



Detached stucco



Damaged garage floor



Water heater



Roof



Roof



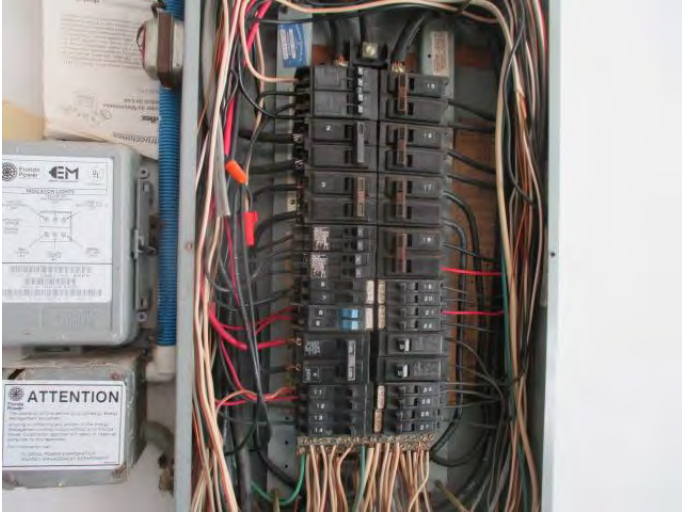
Roof



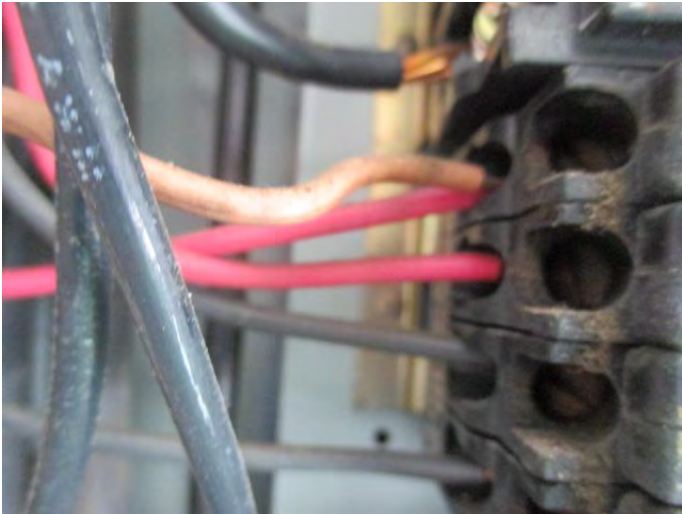
Roof



Roof



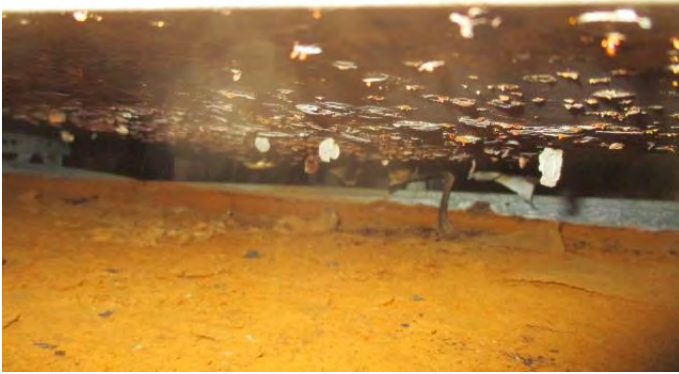
Electrical panel



Double tapped breaker



Rust



Rust air handler



Moisture penetration roof decking



Moisture penetration roof decking attic



Air handler



Rust air handler



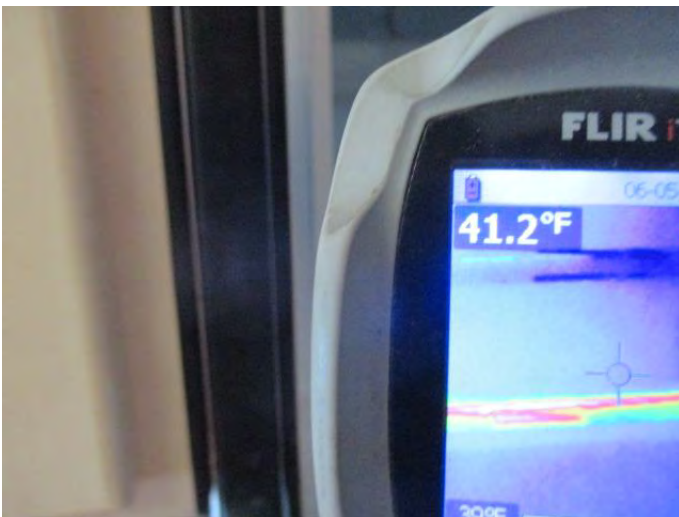
Rust drain pan



Cook top



Freezer



Fridge



Bake



Broil



Water heater



Spa



Spa



Cracking floor



Settling floor



Wood decay



Cracking floor

564 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE
565 COMPLETED.

566
567
568* Buyer: _____ Date: _____

569
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572
573* Buyer: _____ Date: _____

574
575
576

577
578* Seller: _____ Date: _____
579 Marcia M. McGhee

580
581
582
583* Seller: _____ Date: _____

584
585 Buyer's address for purposes of notice Seller's address for purposes of notice

586* _____ 7359 14th St S
587* _____ St Petersburg FL 33705-6132
588* _____

589
590 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to
591 compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to
592 disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties
593 and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed
594 funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to
595 Cooperating Brokers.

596
597* _____ Sharon Simms
598 **Cooperating Sales Associate, if any** **Listing Sales Associate**

599
600* _____ Coastal Properties Group
601 **Cooperating Broker, if any** **Listing Broker**