

## PRE-OFFER PACKAGE

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-8 Sale and Purchase Contract, partially filled out
- Seller's Property Disclosure

Please note the following requests from the sellers:

All offers shall be on the FAR-8 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.

Thank you!

Sharon Simms  
and  
The Sharon Simms Team  
RE/MAX Metro

Phone: 727-866-0048  
Fax: 727-866-0611  
E-mail: offer@ssimms.com

# Residential Sale and Purchase Contract

FLORIDA ASSOCIATION OF REALTORS®



1 **1. SALE AND PURCHASE:** \_\_\_\_\_ Jerome P Jimison and Cynthia Jimison \_\_\_\_\_ (“**Seller**”)  
2 and \_\_\_\_\_ (“**Buyer**”)

3 agree to sell and buy on the terms and conditions specified below the property described as:  
4 Address: \_\_\_\_\_ 5353 Gulf Blvd # A204 \_\_\_\_\_

5 \_\_\_\_\_ St. Pete Beach, FL 33706 \_\_\_\_\_ County: \_\_\_\_\_ Pinellas \_\_\_\_\_

6 Legal Description: \_\_\_\_\_ Bella Grande Condo Bldg A, UnitA204 TR6359 \_\_\_\_\_

7 \_\_\_\_\_ Tax ID No: \_\_\_\_\_ 06-32-16-06359-001-2040 \_\_\_\_\_

8 together with all improvements and attached items, including fixtures, built-in furnishings, built-in appliances, ceiling fans, light  
9 fixtures, attached wall-to-wall carpeting, rods, draperies and other window coverings. The only other items included in the  
10 purchase are: \_\_\_\_\_ Dishwasher, Disposal, Dryer, Microwave, Range, Range Hood, Refrigerator, Washer \_\_\_\_\_

11 \_\_\_\_\_  
12 \_\_\_\_\_  
13 The following attached items are excluded from the purchase: \_\_\_\_\_  
14 \_\_\_\_\_

15 The real and personal property described above as included in the purchase is referred to as the “Property.” Personal property  
16 listed in this Contract is included in the purchase price, has no contributory value and is being left for **Seller's** convenience.

## PRICE AND FINANCING

17 **2. PURCHASE PRICE:** \$ \_\_\_\_\_ payable by **Buyer** in U.S. currency as follows:

18 (a) \$ \_\_\_\_\_ Deposit received (checks are subject to clearance) \_\_\_\_\_, \_\_\_\_\_ by  
19 \_\_\_\_\_ for \_\_\_\_\_ (“Escrow Agent”)  
20 \_\_\_\_\_

21 \_\_\_\_\_ Signature \_\_\_\_\_ Name of Company \_\_\_\_\_

22 (b) \$ \_\_\_\_\_ Additional deposit to be delivered to Escrow Agent by \_\_\_\_\_,  
23 \_\_\_\_\_ or \_\_\_\_\_ days from Effective Date. (10 days if left blank)

24 (c) \_\_\_\_\_ Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)

25 (d) \$ \_\_\_\_\_ Other: \_\_\_\_\_

26 (e) \$ \_\_\_\_\_ Balance to close (not including **Buyer's** closing costs, prepaid items and prorations). All funds  
27 paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

28 **3. FINANCING:** (Check as applicable)  (a) **Buyer** will pay cash for the Property with no financing contingency.  
29  (b) **Buyer** will apply for the financing specified in paragraph 2(c) at the prevailing interest rate and loan costs based on  
30 **Buyer's** creditworthiness (the “Financing”) within \_\_\_\_\_ days from Effective Date (5 days if left blank) and provide **Seller**  
31 with a written Financing commitment or approval letter (“Commitment”) within \_\_\_\_\_ days from Effective Date (30 days if left  
32 blank) (“Commitment Period”). **Buyer** will keep **Seller** and Broker fully informed about loan application status, progress and  
33 Commitment issues and authorizes the mortgage broker and lender to disclose all such information to **Seller** and **Broker**.  
34 Once **Buyer** provides the Commitment to **Seller**, the financing contingency is waived and **Seller** will be entitled to retain the  
35 deposits if the transaction does not close by the Closing Date unless (1) the Property appraises below the purchase price  
36 and either the parties cannot agree on a new purchase price or **Buyer** elects not to proceed, or (2) another provision of this  
37 Contract requires the deposits to be returned. If **Buyer**, using diligence and good faith, cannot provide the Commitment  
38 within the Commitment Period, this Contract will be terminated and **Buyer's** deposits refunded.

## CLOSING

39 **4. CLOSING DATE; OCCUPANCY:** Unless extended by other provisions of this Contract, this Contract will be closed on  
40 \_\_\_\_\_ (“Closing Date”) at the time established by the closing agent, by which time **Seller** will (a)  
41 have removed all personal items and trash from the Property and swept the Property clean and (b) deliver the deed, occupancy  
42 and possession, along with all keys, garage door openers and access codes, to **Buyer**. If on Closing Date insurance underwriting  
43 is suspended, **Buyer** may postpone closing up to 5 days after the insurance suspension is lifted; If this transaction does not close  
44 for any reason, **Buyer** will immediately return all **Seller**-provided title evidence, surveys, association documents and other items.

45 **5. CLOSING PROCEDURE; COSTS:** Closing will take place in the county where the Property is located and may be conducted  
46 by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and  
47 recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** and brokerage fees to Broker as  
48 per Paragraph 19. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

49 (a) **Seller** Costs: **Seller** will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title; up to  
50 \$ \_\_\_\_\_ or \_\_\_\_\_ % (1.5% if left blank) of the purchase price for repairs to warranted items (“**Repair Limit**”);  
51 \_\_\_\_\_

52 **Buyer** (\_\_\_\_\_) (\_\_\_\_\_) and **Seller** (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 7 Pages.

53 FAR-8 Rev. 10/04 © 2004 Florida Association of REALTORS® All Rights Reserved

54 and up to \$ \_\_\_\_\_ or \_\_\_\_\_% (1.5% if left blank) of the purchase price for wood-destroying organism  
55 treatment and repairs ("WDO Repair Limit"); Other: \_\_\_\_\_

56 **(b) Buyer Costs:** Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and  
57 financing statements; loan expenses; lender's title policy; inspections; survey; flood insurance; Other: \_\_\_\_\_

58 **(c) Title Evidence and Insurance:** Check (1) or (2):

59  **(1)** The title evidence will be a Paragraph 10(a)(1) owner's title insurance commitment.  **Seller**  **Buyer** will select  
60 the title agent.  **Seller**  **Buyer** will pay for the owner's title policy, search, examination and related charges. Each  
61 party will pay its own closing fees.

62  **(2)** **Seller** will provide an abstract as specified in Paragraph 10(a)(2) as title evidence.  **Seller**  **Buyer** will pay  
63 for the owner's title policy and select the title agent. **Seller** will pay fees for title searches prior to closing,  
64 including tax search and lien search fees, and **Buyer** will pay fees for title searches after closing (if any), title  
65 examination fees and closing fees.

66 **(d) Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing Date: real  
67 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of  
68 the Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with  
69 adjustment for exemptions and improvements. **Buyer** is responsible for property tax increases due to change in ownership.

70 **(e) Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the  
71 full amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the  
72 assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing,  
73 and **Buyer** will pay all other amounts.

74 **(f) Tax Withholding:** **Buyer** and **Seller** will comply with the Foreign Investment in Real Property Tax Act, which may require  
75 **Seller** to provide additional cash at closing if **Seller** is a "foreign person" as defined by federal law.

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

#### 79 **PROPERTY CONDITION**

80 **6. INSPECTION PERIODS:** **Buyer** will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by \_\_\_\_\_,  
81 \_\_\_\_\_ (within 10 days from Effective Date if left blank) ("Inspection Period"); the wood-destroying organism inspection by  
82 \_\_\_\_\_, \_\_\_\_\_ (at least 5 days prior to closing, if left blank); and the walk-through inspection on the day before  
83 Closing Date or any other time agreeable to the parties; and the survey referenced in Paragraph 10(c) by \_\_\_\_\_,  
84 \_\_\_\_\_ (at least 5 days prior to closing if left blank).

85 **7. REAL PROPERTY DISCLOSURES:** **Seller** represents that **Seller** does not know of any facts that materially affect the value  
86 of the Property, including but not limited to violations of governmental laws, rules and regulations, other than those that **Buyer**  
87 can readily observe or that are known by or have been disclosed to **Buyer**. **Seller** will have all open permits (if any) closed out,  
88 with final inspections completed, no later than 5 days prior to closing.

89 **(a) Energy Efficiency:** **Buyer** acknowledges receipt of the energy-efficiency information brochure required by Section  
90 553.996, *Florida Statutes*.

91 **(b) Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient  
92 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state  
93 guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained  
94 from your county public health unit. **Buyer** may, within the Inspection Period, have an appropriately licensed person test the  
95 Property for radon. If the radon level exceeds acceptable EPA standards, **Seller** may choose to reduce the radon level to an  
96 acceptable EPA level, failing which either party may cancel this Contract.

97 **(c) Flood Zone:** **Buyer** is advised to verify by survey, with the lender and with appropriate government agencies which flood  
98 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding  
99 in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area **and** the buildings are  
100 built below the minimum flood elevation, **Buyer** may cancel this Contract by delivering written notice to **Seller** within 20 days  
101 from Effective Date, failing which **Buyer** accepts the existing elevation of the buildings and zone designation of the Property.

102 **(d) Homeowners' Association:** If membership in a homeowners' association is mandatory, an association disclosure  
103 summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL BUYER HAS**  
104 **RECEIVED AND READ THE DISCLOSURE SUMMARY.**

105 **(e) PROPERTY TAX DISCLOSURE SUMMARY:** **BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY**  
106 **TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT**  
107 **TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE**  
108 **PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING**  
109 **VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

110 **(f) Mold:** Mold is part of the natural environment that, when accumulated in sufficient quantities, may present health risks to  
111 susceptible persons. For more information, contact the county indoor air quality specialist or other appropriate professional.

112 **Buyer** (\_\_\_\_\_) (\_\_\_\_\_) and **Seller** (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 7 Pages.

113 **8. MAINTENANCE, INSPECTIONS AND REPAIR:** Seller will keep the Property in the same condition from Effective Date until  
114 closing, except for normal wear and tear (“maintenance requirement”) and repairs required by this Contract. Seller will provide  
115 access and utilities for Buyer’s inspections. Buyer will repair all damages to the Property resulting from the inspections, return  
116 the Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its  
117 completion. If Seller, using best efforts, is unable to complete required repairs or treatments prior to closing, Seller will give  
118 Buyer a credit at closing for the cost of the repairs Seller was obligated to make. At closing, Seller will assign all assignable  
119 repair and treatment contracts to Buyer and provide Buyer with paid receipts for all work done on the Property pursuant to the  
120 terms of this Contract.

121 **(a) Warranty, Inspections and Repair:**

122 **(1) Warranty:** Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,  
123 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working  
124 condition until closing; that the structures (including roofs) and pool, if any, are structurally sound and watertight; and that  
125 torn or missing pool cage and screen room screens and missing roof tiles will be replaced. Seller does not warrant and is  
126 not required to repair cosmetic conditions, unless the cosmetic condition resulted from a defect in a warranted item.  
127 Seller is not obligated to bring any item into compliance with existing building code regulations unless necessary to repair  
128 a warranted item. “Working condition” means operating in the manner in which the item was designed to operate and  
129 “cosmetic conditions” means aesthetic imperfections that do not affect the working condition of the item, including pitted  
130 marcite; missing or torn window screens; fogged windows; tears, worn spots and discoloration of floor  
131 coverings/wallpapers/window treatments; nail holes, scratches, dents, scrapes, chips and caulking in bathroom  
132 ceiling/walls/flooring/tile/fixtures/mirrors; cracked roof tiles; curling or worn shingles; and minor cracks in floor  
133 tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

134 **(2) Professional Inspection:** Buyer may, at Buyer’s expense, have warranted items inspected by a person who  
135 specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida  
136 license to repair and maintain the items inspected (“professional inspector”). Buyer must, within 5 days from the end of the  
137 Inspection Period, deliver written notice of any items that are not in the condition warranted and a copy of the inspector’s  
138 written report, if any, to Seller. If Buyer fails to deliver timely written notice, Buyer waives Seller’s warranty and accepts  
139 the items listed in subparagraph (a) in their “as is” conditions, except that Seller must meet the maintenance requirement.

140 **(3) Repair:** Seller will obtain repair estimates and is obligated only to make repairs necessary to bring warranted items  
141 into the condition warranted, up to the Repair Limit. Seller may, within 5 days from receipt of Buyer’s notice of items  
142 that are not in the condition warranted, have a second inspection made by a professional inspector and will report  
143 repair estimates to Buyer. If the first and second inspection reports differ and the parties cannot resolve the differences,  
144 Buyer and Seller together will choose, and equally split the cost of, a third inspector, whose written report will be binding  
145 on the parties. If the cost to repair warranted items equals or is less than the Repair Limit, Seller will have the repairs  
146 made in a workmanlike manner by an appropriately licensed person. If the cost to repair warranted items exceeds  
147 the Repair Limit, either party may cancel this Contract unless either party pays the excess or Buyer designates which  
148 repairs to make at a total cost to Seller not exceeding the Repair Limit and accepts the balance of the Property in its “as  
149 is” condition.

150 **(b) Wood-Destroying Organisms:** “Wood-destroying organism” means arthropod or plant life, including termites, powder-  
151 post beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding  
152 fences. Buyer may, at Buyer’s expense and prior to closing, have the Property inspected by a Florida-licensed pest control  
153 business to determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If  
154 the inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector’s written report to Seller within 5  
155 days from the date of the inspection. If Seller previously treated the Property for wood-destroying organisms, Seller does not have  
156 to treat the Property again if (i) there is no visible live infestation, and (ii) ~~Seller transfers a current full treatment warranty to Buyer~~  
157 ~~at closing.~~ Otherwise, Seller will have 5 days from receipt of the inspector’s report to have reported damage estimated by a licensed  
158 building or general contractor and corrective treatment estimated by a licensed pest control business. Seller will have treatments  
159 and repairs made by an appropriately licensed person at Seller’s expense up to the WDO Repair Limit. If the cost to treat and repair  
160 the Property exceeds the WDO Repair Limit, either party may pay the excess, failing which either party may cancel this Contract by  
161 written notice to the other. If Buyer fails to timely deliver the inspector’s written report, Buyer accepts the Property “as is” with  
162 regard to wood-destroying organism infestation and damage, subject to the maintenance requirement.

163 **(c) Walk-through Inspection:** Buyer may walk through the Property solely to verify that Seller has made repairs required  
164 by this Contract and has met contractual obligations. No other issues may be raised as a result of the walk-through  
165 inspection. If Buyer fails to conduct this inspection, Seller’s repair and maintenance obligations will be deemed fulfilled.

166 **9. RISK OF LOSS:** If any portion of the Property is damaged by fire or other casualty before closing and can be restored within  
167 45 days from the Closing Date to substantially the same condition as it was on Effective Date, Seller will, at Seller’s expense,  
168 restore the Property and the Closing Date will be extended accordingly. Seller will not be obligated to replace trees. If the  
169 restoration cannot be completed in time, Buyer may accept the Property “as is”, in which case with Seller will credit the  
170 deductible and assign the insurance proceeds, if any, to Buyer at closing in such amounts as are (i) attributable to the Property  
171 and (ii) not yet expended in making repairs, failing which either party may cancel this Contract. If the Property is a condominium,  
172 this paragraph applies only to the unit and limited common elements appurtenant to the unit; if the Property is in a homeowners’  
173 association, this paragraph will not apply to common elements or recreation or other facilities.

174 Buyer (\_\_\_\_\_) (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 7 Pages.

TITLE

10. TITLE: Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to Seller's status.

(a) Title Evidence: Title evidence will show legal access to the Property and marketable title of record in Seller in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent residential use of the Property: covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that Buyer will assume; and encumbrances that Seller will discharge at or before closing. Seller will, at least 2 days prior to closing, deliver to Buyer Seller's choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected type). Seller will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

(1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract.

(2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage. Seller will pay for copies of all policy exceptions and an update in a format acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to Seller then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

(b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) Survey: Buyer may, at Buyer's expense, have the Property surveyed and deliver written notice to Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b) above. If any part of the Property lies seaward of the coastal construction control line, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the property, unless Buyer waives this requirement in writing.

MISCELLANEOUS

11. EFFECTIVE DATE; TIME: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs the latest offer. Time is of the essence for all provisions of this Contract. All time periods will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

12. NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist. Any notice, document or item given to or received by an attorney or Broker (including a transaction broker) representing a party will be as effective as if given to or by that party.

13. COMPLETE AGREEMENT: This Contract is the entire agreement between Buyer and Seller. Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Buyer and Seller will use diligence and good faith in performing all obligations under this Agreement. This Contract will not be recorded in any public records.

14. ASSIGNABILITY; PERSONS BOUND: Buyer may not assign this Contract without Seller's written consent. The terms "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT: (a) Seller Default: If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the

Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 4 of 7 Pages.

235 brokerage fee. **(b) Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including timely payment of all deposits,  
236 **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as  
237 per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among  
238 cooperating brokers except when closing does not occur due to **Buyer** not being able to secure Financing after providing a Commitment,  
239 in which case Broker's portion of the deposits will go solely to the listing broker) up to the full amount of the brokerage fee.

240 **16. DISPUTE RESOLUTION:** This Contract will be construed under Florida law. All controversies, claims and other matters in  
241 question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

242 **(a) Disputes concerning entitlement to deposits made and agreed to be made:** **Buyer** and **Seller** will have 30 days from  
243 the date conflicting demands are made to attempt to resolve the dispute through **mediation**. If that fails, Escrow Agent will  
244 submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real  
245 Estate Commission. **Buyer** and **Seller** will be bound by any resulting award, judgment or order.

246 **(b) All other disputes:** **Buyer** and **Seller** will have 30 days from the date a dispute arises between them to attempt to  
247 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding **arbitration** in  
248 the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided  
249 for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the  
250 contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules  
251 of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee or  
252 firm named in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to become a party  
253 to the proceeding. This clause will survive closing.

254 **(c) Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by  
255 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
256 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or  
257 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in  
258 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is  
259 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties.  
260 Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the  
261 arbitrators' fees and administrative fees of arbitration.

262

#### ESCROW AGENT AND BROKER

263 **17. ESCROW AGENT:** **Buyer** and **Seller** authorize Escrow Agent to receive, deposit and hold funds and other items in escrow  
264 and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this  
265 Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of  
266 escrowed items to **Buyer** or **Seller**, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.  
267 If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will  
268 recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court  
269 costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

270 **18. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises **Buyer** and **Seller** to verify all facts and representations that  
271 are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the  
272 effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and for tax, property  
273 condition, environmental and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all  
274 representations (oral, written or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely**  
275 **solely on Seller, professional inspectors and governmental agencies for verification of the Property condition, square footage**  
276 **and facts that materially affect Property value.** **Buyer** and **Seller** respectively will pay all costs and expenses, including reasonable  
277 attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from  
278 **Buyer's** or **Seller's** misstatement or failure to perform contractual obligations. **Buyer** and **Seller** hold harmless and release Broker and  
279 Broker's officers, directors, agents and employees from all liability for loss or damage based on **(1) Buyer's** or **Seller's** misstatement or  
280 failure to perform contractual obligations; **(2) Broker's** performance, at **Buyer's** and/or **Seller's** request, of any task beyond the scope of  
281 services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; **(3)**  
282 products or services provided by any vendor; and **(4)** expenses incurred by any vendor. **Buyer** and **Seller** each assume full  
283 responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations.  
284 For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

285 **19. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to Closing**  
286 **Agent:** **Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in  
287 separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker  
288 has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse  
289 brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by  
290 **Seller** or listing broker to cooperating brokers.

291 **Buyer** (\_\_\_\_\_) (\_\_\_\_\_) and **Seller** (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 5 of 7 Pages.

292 \_\_\_\_\_  
293 *Selling Sales Associate/License No.*  
294 Sharon Simms / BK0120632  
295 *Listing Sales Associate/License No.*

\_\_\_\_\_  
*Selling Firm/Brokerage Fee: (\$ or % of Purchase Price)*  
RE/MAX Metro  
*Listing Firm/Brokerage Fee: (\$ or % of Purchase Price)*

**ADDENDA AND ADDITIONAL TERMS**

- 296  
297 **20. ADDENDA:** The following additional terms are included in addenda and incorporated into this Contract (check if applicable):  
298  A. Condo. Assn.                     H. As Is w/Right to Inspect                     O. Interest-Bearing Account                     V. Prop. Disclosure Stmt.  
299  B. Homeowners' Assn.                     I. Inspections                     P. Back-up Contract                     W. FIRPTA  
300  C. Seller Financing                     J. Insulation Disclosure                     Q. Broker - Pers. Int. in Prop.                     X. 1031 Exchange  
301  D. Mort. Assumption                     K. Pre-1978 Housing Stmt. (LBP)                     R. Rentals                     Y. Additional Clauses  
302  E. FHA Financing                     L. Insurance                     S. Sale/Lease of Buyer's Property                     Other \_\_\_\_\_  
303  F. VA Financing                     M. Housing Older Persons                     T. Rezoning                     Other \_\_\_\_\_  
304  G. New Mort. Rates                     N. Unimproved/Ag. Prop.                     U. Assignment                     Other \_\_\_\_\_

305 **21. ADDITIONAL TERMS:**  
306 Escrow Agent will deposit funds in a federally insured escrow account until closing of sale, with the option of placing any and all  
307 escrow funds in an interest bearing account from bank credit date through date of transfer to non-interest hearing account. All  
308 monies shall be U.S. funds. Escrow agent may transfer funds to closing title agent when chosen.

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348 **Buyer** (\_\_\_\_\_) (\_\_\_\_\_) and **Seller** (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.

349 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

350

**OFFER AND ACCEPTANCE**

351 (Check if applicable:  Buyer received a written real property disclosure statement from Seller before making this Offer.)

352 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy  
353 delivered to Buyer no later than \_\_\_\_\_  a.m.  p.m. on \_\_\_\_\_, \_\_\_\_\_, this offer will be  
354 revoked and Buyer's deposit refunded subject to clearance of funds.

355 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_

356 Print name: \_\_\_\_\_

357 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_

358 Phone: \_\_\_\_\_ Print name: \_\_\_\_\_

359 Fax: \_\_\_\_\_ Address: \_\_\_\_\_

360 E-mail: \_\_\_\_\_

361 Date: \_\_\_\_\_ Seller: \_\_\_\_\_

362 Print name: \_\_\_\_\_ Jerome P Jimison

363 Date: \_\_\_\_\_ Seller: \_\_\_\_\_

364 Phone: \_\_\_\_\_ Print name: \_\_\_\_\_ Cynthia Jimison

365 Fax: \_\_\_\_\_ Address: \_\_\_\_\_

366 E-mail: \_\_\_\_\_

367

**COUNTER OFFER/REJECTION**

368  Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a  
369 copy of the acceptance to Seller by 5:00 p.m. on \_\_\_\_\_, \_\_\_\_\_).  Seller rejects Buyer's offer.

370 Effective Date: \_\_\_\_\_ (The date on which the last party signed or initialed acceptance of the final offer.)

371 Buyer (\_\_\_\_\_) (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.

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# Residential Sale and Purchase Contract: Comprehensive Addendum

FLORIDA ASSOCIATION OF REALTORS®



1 The clauses below will be incorporated into the Contract between Jerome P Jimison and Cynthia Jimison (Seller)  
2 and \_\_\_\_\_ (Buyer) concerning the Property described as  
3 5353 Gulf Blvd # A204 St. Pete Beach, FL 33706 only if initiated by all parties:  
4

## ASSOCIATION DISCLOSURES

5 (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_) (\_\_\_\_) **A. Condominium Association:** The Property is a condominium which is subject to the rules and  
6 regulations of a condominium association ("Association"). Seller's warranty under Paragraph 8 of the Contract or Paragraph H of the  
7 Comprehensive Addendum (if applicable) extend to the unit and limited common elements appurtenant to the Property and not to any  
8 common elements or any other property.

9 **(1) Documents:** Seller will, at Seller's expense, deliver to Buyer the condominium documents referenced in subparagraph (8)  
10 below no later than 3 days from Effective Date (if Buyer has already received the required documents, indicate receipt by initialing  
11 here (\_\_\_\_) (\_\_\_\_) Date received \_\_\_\_\_). If this Contract does not close, Buyer will immediately return the  
12 documents to Seller, failing which Buyer authorizes Escrow Agent to reimburse Seller \$ \_\_\_\_\_ from the deposit for the  
13 cost of the documents.

14 **(2) Association Approval:** If the condominium declaration or bylaws give the Association the right to approve Buyer as a  
15 purchaser, this Contract is contingent on such approval by the Association. Buyer will apply for approval within \_\_\_\_\_ days from  
16 Effective Date and use diligent effort to obtain approval, including making personal appearances and paying related fees if required.  
17 Buyer and Seller will sign and deliver any documents required by the Association to complete the transfer. If Buyer is not approved,  
18 this Contract will terminate and Seller will return Buyer's deposit unless this Contract provides otherwise.

19 **(3) Right of First Refusal:** If the Association has a right of first refusal to buy the Property, this Contract is contingent on the  
20 Association deciding not to exercise such right. Seller will, within 3 days from receipt of the Association's decision, give Buyer  
21 written notice of the decision. If the Association exercises its right of first refusal, this Contract will terminate, Buyer's deposit will be  
22 refunded unless this Contract provides otherwise and Seller will pay Broker's full commission at closing in recognition that Broker  
23 procured the sale.

24 **(4) Application/Transfer Fees:** Buyer will pay any application and/or transfer fees charged by the Association.

25 **(5) Parking:** Seller will assign to Buyer at closing parking space(s) \_\_\_\_\_, \_\_\_\_\_.

26 **(6) Fees:** Seller will pay all fines imposed against the Unit as of Closing Date and any fees the Association charges to provide  
27 information about its fees or the Property, and will bring maintenance and similar periodic fees and rents on any recreational areas  
28 current as of Closing Date. If, after the Effective Date, the Association imposes a special assessment for improvements, work or  
29 services, Seller will pay all amounts due before Closing Date and Buyer will pay all amounts due after Closing Date. Seller  
30 represents that he/she is not aware of any special or other assessment that the Association is considering except as follows:

31 \_\_\_\_\_ Seller represents that he/she is not aware of  
32 pending or anticipated litigation affecting the Property or the common elements, if any, except as follows: \_\_\_\_\_

33 \_\_\_\_\_ Seller represents that the current maintenance fee is:  
34 \$ 467.00 per month to Pinellas Bayway Management

35 \$ \_\_\_\_\_ per \_\_\_\_\_ to \_\_\_\_\_  
36 \$ \_\_\_\_\_ per \_\_\_\_\_ to \_\_\_\_\_

37 and that there  is  is not a recreation or land lease with the Property. If there is a recreation or land lease, the current payment is  
38 \$ \_\_\_\_\_ per month.

39 **(7) Sprinkler System:** IF THE UNIT OWNERS VOTED TO FOREGO RETROFITTING EACH UNIT WITH A FIRE SPRINKLER OR  
40 OTHER ENGINEERED LIFE SAFETY SYSTEM, SELLER SHALL PROVIDE THE BUYER, BEFORE CLOSING, A COPY OF  
41 THE CONDOMINIUM ASSOCIATION'S NOTICE OF THE VOTE TO FOREGO RETROFITTING.

42 **(8) Buyer Acknowledgement / Seller Disclosure:** (Check whichever applies)

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

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

59 The clauses below will be incorporated into the Contract between \_\_\_\_\_ Jerome P Jimison and Cynthia Jimison \_\_\_\_\_ (Seller)  
60 and \_\_\_\_\_ (Buyer) concerning the Property described as  
61 \_\_\_\_\_ 5353 Gulf Blvd # A204 \_\_\_\_\_ St. Pete Beach, FL 33706 \_\_\_\_\_ only if initialed by all parties:

62 (\_\_\_\_\_) (\_\_\_\_\_) - (\_\_\_\_\_) (\_\_\_\_\_) **B. Homeowners' Association:** The Property is located in a community with a  voluntary  
63  mandatory (see the disclosure summary below) homeowners' association ("Association"). **Seller's** warranty under Paragraph 8 of  
64 the Contract or Paragraph H of the Comprehensive Addendum (if applicable) extend only to the Property and does not extend to  
65 common areas or facilities described below.

66 **Notice:** Association documents may be obtained from the county record office or, if not public record, from the developer or Association  
67 manager. The Property may be subject to recorded restrictive covenants governing the use and occupancy of properties in the  
68 community and may be subject to special assessments.

69 **(1) Association Approval:** If the Association documents give the Association the right to approve **Buyer** as a purchaser, this Contract  
70 is contingent on such approval by the Association. **Buyer** will apply for approval within \_\_\_\_\_ days from Effective Date (5 days if left  
71 blank) and use diligent effort to obtain approval, including making personal appearances and paying related fees if required. **Buyer** and  
72 **Seller** will sign and deliver any documents required by the Association to complete the transfer. If **Buyer** is not approved, this Contract  
73 will terminate and **Seller** will return **Buyer's** deposit unless this Contract provides otherwise.

74 **(2) Right of First Refusal:** If the Association has a right of first refusal to buy the Property, this Contract is contingent on the  
75 Association deciding not to exercise such right. **Seller** will, within 3 days from receipt of the Association's decision, give **Buyer** written  
76 notice of the decision. If the Association exercises its right of first refusal, this Contract will terminate, **Buyer's** deposit will be refunded  
77 unless this Contract provides otherwise and **Seller** will pay Broker's full commission at closing in recognition that Broker procured the  
78 sale.

79 **(3) Fees:** **Buyer** will pay any application, transfer and initial membership fees charged by the Association. **Seller** will pay all fines  
80 imposed against the Property as of Closing Date and any fees the Association charges to provide information about its fees or the  
81 Property, and will bring maintenance and similar periodic fees and rents on any recreational areas current as of Closing Date. If, after  
82 the Effective Date, the Association imposes a special or other assessment for improvements, work or services, **Seller** will pay all  
83 amounts due before Closing Date and **Buyer** will pay all amounts due after Closing Date. **Seller** represents that he/she is not aware of  
84 any pending special or other assessment that the Association is considering except as follows:

85 \$ \_\_\_\_\_ per \_\_\_\_\_ to \_\_\_\_\_

86 The following dues/maintenance fees are currently charged by the homeowners' association:

87 \$ \_\_\_\_\_ per \_\_\_\_\_ to \_\_\_\_\_

88 \$ \_\_\_\_\_ per \_\_\_\_\_ to \_\_\_\_\_

89 \$ \_\_\_\_\_ per \_\_\_\_\_ to \_\_\_\_\_

90 **(4) Disclosure Summary for Mandatory Associations:** IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401,  
91 FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS  
92 CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY **BUYER** BY DELIVERING TO **SELLER** OR SELLER'S AGENT OR  
93 REPRESENTATIVE WRITTEN NOTICE OF THE **BUYER'S** INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE  
94 DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS  
95 VOIDABILITY RIGHT HAS NO EFFECT. **BUYER'S** RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

96 **Disclosure Summary For** (Name of Community) \_\_\_\_\_:

97 **(1) AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A**  
98 **HOMEOWNERS' ASSOCIATION.**

99 **(2) THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF**  
100 **PROPERTIES IN THIS COMMUNITY.**

101 **(3) YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO**  
102 **PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ \_\_\_\_\_ PER \_\_\_\_\_. YOU WILL ALSO**  
103 **BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS**  
104 **MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ \_\_\_\_\_ PER \_\_\_\_\_.  
105**

106 **(4) YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR**  
107 **SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.**

108 **(5) YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS'**  
109 **ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.**

(See Continuation)

110 (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_) (\_\_\_\_) **B. Homeowners' Association: (CONTINUATION)**

111 **(6)** THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED  
112 FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT  
113 AMOUNT IS \$\_\_\_\_\_ PER \_\_\_\_\_.

114 **(7)** THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE  
115 ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.

116 **(8)** THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE  
117 PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE  
118 PURCHASING PROPERTY.

119 **(9)** THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE  
120 IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE  
121 DEVELOPER.

122 Buyer acknowledges receipt of this summary before signing this Contract.

123 \_\_\_\_\_  
124 **Buyer** *Date* **Buyer** *Date*

125 The clauses below will be incorporated into the Contract between \_\_\_\_\_ Jerome P Jimison and Cynthia Jimison \_\_\_\_\_ (Seller)  
126 and \_\_\_\_\_ (Buyer) concerning the Property described as  
127 5353 Gulf Blvd # A204 \_\_\_\_\_ St. Pete Beach, FL 33706 \_\_\_\_\_ only if initialed by all parties:  
128

### 129 FINANCING

130 (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_) (\_\_\_\_) C. **Seller Financing:** Buyer will execute a purchase money note and mortgage to Seller that  
131  is  is not subordinate to any third party financing in the amount of \$ \_\_\_\_\_, bearing annual interest at  
132 \_\_\_\_\_ % and payable as follows: \_\_\_\_\_  
133

134 The mortgage, note, and any security agreement will be in a form acceptable to Seller and following forms generally accepted in  
135 the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if Buyer  
136 defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of  
137 payment; will be due on conveyance or sale; and will require Buyer to keep Property insured, with Seller as additional named  
138 insured, against loss by fire (and flood, if Property is in a flood zone) with extended coverage in an amount not less than the  
139 greater of the amount of the purchase money mortgage and note or full replacement value for the real property. Buyer will  
140 provide Seller by March 1 each year with written evidence that the real property taxes have been paid in full for the previous  
141 year. Buyer authorizes Seller to obtain credit, employment and other necessary information to determine creditworthiness for  
142 the financing. Seller will provide written notice to Buyer within 10 days from Effective Date if Seller will not make the loan. If no  
143 notice is provided, Seller will provide the requested Seller financing.

144 (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_) (\_\_\_\_) D. **Mortgage Assumption:** Buyer will take subject to and assume and pay existing first mortgage  
145 to \_\_\_\_\_ LN# \_\_\_\_\_ in the approximate amount of  
146 \$ \_\_\_\_\_ currently payable at \$ \_\_\_\_\_ per month including principal, interest,  taxes and insurance  
147 and having a  fixed  other (describe) \_\_\_\_\_ interest rate of  
148 \_\_\_\_\_ % which  will  will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at  
149 closing with no adjustment to purchase price. Buyer will pay assumption/transfer fee and purchase Seller's escrow account dollar for  
150 dollar. If the lender disapproves Buyer, or the interest rate upon transfer exceeds \_\_\_\_\_ % or the assumption/transfer fee exceeds  
151 \$ \_\_\_\_\_, this agreement will terminate and Buyer's deposit(s) will be returned unless either party elects to pay the excess.

152 (\_\_\_\_)(\_\_\_\_) - (\_\_\_\_)(\_\_\_\_) E. **FHA Financing:** (Buyer will be referred to as "purchaser" in the following statement) "It is  
153 expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete  
154 the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise  
155 unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal  
156 Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the  
157 property of not less than \$ \_\_\_\_\_. The purchaser shall have the privilege and option of proceeding with  
158 consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to  
159 determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the  
160 value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property  
161 are acceptable." If Buyer elects to proceed with the Contract without regard to the amount of reasonable value established by  
162 the Federal Housing Commissioner, U.S. Department of Veterans Affairs, or Direct Endorsement lender, such election must be  
163 made within 3 days from Buyer's receipt of the appraisal.

164 **(1) Fees, Prepayments:** Seller will pay tax service, underwriting and document preparation fees required by the lender;  
165 recording fees for assigning Buyer's mortgage and \_\_\_\_\_  
166 up to a maximum cost of \$ \_\_\_\_\_ (\$250 if left blank), Buyer will pay all prepayments and escrows for taxes, hazard insurance,  
167 FHA insurance, and flood insurance, when applicable.

168 **(2) Repairs:** In the event a lender, as a result of the FHA appraisal, requires repairs to items not covered by Seller's warranty in  
169 Paragraph 8 of the Contract or Paragraph H of the Comprehensive Addendum (if applicable), Seller will make required repairs up to  
170 a maximum cost to Seller of \$ \_\_\_\_\_ (\$250 if left blank). Required repairs to warranted items are subject to the Repair  
171 Limit defined in the Contract. If the cost of repairs to warranted or unwarranted items exceeds the respective limit, Seller will, within 3  
172 days after receiving notice of the excess cost, deliver to Buyer written notice of Seller's intent to pay some, all, or none of the excess  
173 amount. If Seller pays less than the full amount of the excess cost, Buyer may pay the balance or cancel the Contract. Buyer's  
174 election must be in writing and provided to Seller within 3 days after receipt of Seller's notice.

175 **(3) Home Inspection:** Buyer has received and signed the "For Your Protection: Get a Home Inspection" notice.

176 **(4) FHA Certification:** Buyer and Seller are signatories to the Contract. The selling real estate agent or broker involved in  
177 this transaction states: I certify that the terms of this Contract for Sale and Purchase are true and correct to the best of  
178 my knowledge and belief and that any other agreements entered into by any of these parties in connection with this  
179 transaction are part of, or attached to, the Contract.

180 \_\_\_\_\_  
181 *Selling Sales Associate or Broker* \_\_\_\_\_ *Date* \_\_\_\_\_ *Listing Sales Associate or Broker* \_\_\_\_\_ *Date* \_\_\_\_\_

182 The clauses below will be incorporated into the Contract between \_\_\_\_\_ Jerome P Jimison and Cynthia Jimison \_\_\_\_\_ (**Seller**)  
183 and \_\_\_\_\_ (**Buyer**) concerning the Property described as  
184 \_\_\_\_\_ 5353 Gulf Blvd # A204 \_\_\_\_\_ St. Pete Beach, FL 33706 \_\_\_\_\_ only if initialed by all parties:  
185

186 (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_) (\_\_\_\_) **F. VA Financing:** "It is expressly agreed that, notwithstanding any other provision of this Contract,  
187 the **Buyer** will not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the  
188 property described herein, if the Contract purchase price or cost exceeds the reasonable value of the property as established by  
189 the U.S. Department of Veterans Affairs. The **Buyer** will, however, have the privilege and option of proceeding with the  
190 consummation of this Contract without regard to the amount of reasonable value established by the U.S. Department of  
191 Veterans Affairs." If **Buyer** elects to proceed with the Contract without regard to the amount of reasonable value established by  
192 the U.S. Department of Veterans Affairs, such election must be made within 3 days from **Buyer's** receipt of the appraisal.

193 **Seller** will pay up to \$ \_\_\_\_\_ (\$250.00 if left blank) toward **Buyer's** loan and closing costs. In the event a lender, as a result  
194 of the VA appraisal, requires repairs to items not covered by **Seller's** warranty in Paragraph **8** of the Contract or Paragraph **H** of the  
195 Comprehensive Addendum (if applicable), **Seller** will make required repairs up to a maximum cost to **Seller** of \$ \_\_\_\_\_  
196 (\$250.00 if left blank). Required repairs to warranted items are subject to the Repair Limit defined in the Contract. If the cost of repairs  
197 to warranted or unwarranted items exceeds the respective repair limit, **Seller** will, within 3 days from receipt of notice of the excess  
198 cost, deliver to **Buyer** written notice of **Seller's** intent to pay the excess cost or cancel the Contract.

199 (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_)(\_\_\_\_) **G. New Mortgage Rates:** **Buyer** will not be obligated to complete the purchase unless **Buyer** is able  
200 to obtain the financing at a fixed interest rate not exceeding \_\_\_\_\_% or a variable/adjustable interest rate not exceeding  
201 \_\_\_\_\_% at origination, with no more than \_\_\_\_\_ discount points charged. **Buyer**  will  will not accept a balloon mortgage.

202 The clauses below will be incorporated into the Contract between \_\_\_\_\_ Jerome P Jimison and Cynthia Jimison \_\_\_\_\_ (Seller)  
203 and \_\_\_\_\_ (Buyer) concerning the Property described as  
204 \_\_\_\_\_ 5353 Gulf Blvd # A204 \_\_\_\_\_ St. Pete Beach, FL 33706 \_\_\_\_\_ only if initialed by all parties:  
205

206 **PROPERTY**

207 (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_) (\_\_\_\_) **H. As Is With Right to Inspect:** This clause replaces Paragraphs 6 and 8 of the Contract but  
208 does not modify or replace Paragraph 9. Paragraph 5(a) Repair and Termite Repair Limits are 0%. **Seller** makes no warranties  
209 other than marketability of title. **Seller** will keep the Property in the same condition from Effective Date until closing, except for  
210 normal wear and tear ("maintenance requirement"), and will convey the Property in its "as is" condition with no obligation to  
211 make any repairs. **Buyer** may, at **Buyer's** expense, conduct professional and walk-through inspections as described below. If  
212 **Buyer** fails to timely conduct any inspection which **Buyer** is entitled to make under this paragraph, **Buyer** waives the right to  
213 the inspection and accepts the Property "as is." **Seller** will provide access and utilities for **Buyer's** inspections. **Buyer** will repair  
214 all damages to the Property resulting from the inspections and return the Property to its pre-inspection condition. **Buyer** may,  
215 by \_\_\_\_\_, \_\_\_\_\_ ("Inspection Period") (within 10 days from Effective Date if left blank) make any and all  
216 inspections of the Property. The inspection(s) will be by a person who specializes in and holds an occupational license (if required by  
217 law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected. **Buyer** may cancel  
218 this Contract by written notice to **Seller** within \_\_\_\_ days (within 5 days if left blank) from the end of the Inspection Period if the  
219 estimated cost of treatment and repairs determined to be necessary by **Buyer** is greater than \$\_\_\_\_\_. For the  
220 cancellation to be effective, **Buyer** must include in the written notice a copy of the inspector's written report, if any, and  
221 treatment and repair estimates from the inspector or person(s) holding an appropriate Florida license to repair the items  
222 inspected. Any conditions not reported in a timely manner will be deemed acceptable to **Buyer**. **Buyer** may, on the day  
223 before Closing Date or any other time agreeable to the parties, walk through the Property solely to verify that **Seller** has  
224 fulfilled the contractual obligations. No other issues may be raised as a result of the walk-through inspection.

225 (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_) (\_\_\_\_) **I. Inspections** (check as applicable)

226  **Self-Inspection:** **Buyer** and **Seller** agree that unlicensed persons, including the parties themselves, may conduct the  
227 inspections (except for **Buyer's** wood-destroying organism inspection) permitted in Paragraph 8 of the Contract or  
228 Paragraph H of this Addendum. However, if the inspection findings differ and the parties cannot resolve the differences,  
229 **Buyer** and **Seller** together will choose, and will equally split the cost of, a professional inspector as defined in Paragraph 8  
230 of the Contract whose report will be binding on the parties.

231  **(2) Right to Cancel Based on Inspection Results:** Within the Inspection Period provided in Paragraph 6 of the Contract, **Buyer**  
232 will, at **Buyer's** sole expense, complete any desired inspections of the Property in addition to those referenced in Paragraphs 7 and  
233 8(a)(2). If **Buyer** is for any reason unhappy with a condition of the Property noted in during the inspection results, **Buyer** may cancel  
234 the Contract by delivering written notice to **Seller** along with a copy of the inspection results within 2 days from the end of the  
235 Inspection Period, and **Buyer** will, at **Buyer's** sole expense, immediately repair all damage resulting from **Buyer's** inspections and  
236 restore the Property to its pre-inspection condition; this obligation will survive termination of the Contract. If the Contract is not  
237 cancelled, the parties' obligations remain as specified in the Contract. This Paragraph does not modify or replace the rights and  
238 obligations of the parties under Paragraph 9 of the Contract.

239 (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_) (\_\_\_\_) **J. Insulation Disclosure (New Homes Only):** Insulation has been or will be installed in the new  
240 residence as follows:

241 <u>Location</u>	<u>Type</u>	<u>Thickness</u>	<u>Manufacturer R-Value</u>
242 Interior Walls			
243 Flat Ceiling Area			
244 Sloped Ceiling Area			
245 Common Walls Between House & Garage			
246 Exterior Walls			
247 Other _____			

248 The clauses below will be incorporated into the Contract between \_\_\_\_\_ Jerome P Jimison and Cynthia Jimison \_\_\_\_\_ (Seller)  
249 and \_\_\_\_\_ (Buyer) concerning the Property described as  
250 \_\_\_\_\_ 5353 Gulf Blvd # A204 \_\_\_\_\_ St. Pete Beach, FL 33706 \_\_\_\_\_ only if initialed by all parties:

251 \_\_\_\_\_  
252 (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_) (\_\_\_\_) **K. Pre-1978 Housing Lead-Based Paint Warning Statement:** "Every purchaser of any interest  
253 in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present  
254 exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in  
255 young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,  
256 behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any  
257 interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk  
258 assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk  
259 assessment or inspection for possible lead-based paint hazards is recommended prior to purchase." For purposes of this  
260 addendum, lead-based paint will be referred to as "LBP" and lead-based paint hazards will be referred to as "LBPH."

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

266 \_\_\_\_\_  
267 **(2) Lead-Based Paint Hazards Inspection:** Buyer waives the opportunity to conduct a risk assessment or inspection for  
268 the presence of LBP/LBPH unless this box is checked  Buyer may, within the Inspection Period, conduct a risk  
269 assessment or inspection for the presence of LBP/LBPH in accordance with the provisions of paragraph 8(a) or H.  
270 LBP/LBPH conditions that are unsatisfactory to Buyer will be treated as "warranted items" for purposes of paragraphs  
271 8(a)(2) and (3) only.

272 **(3) Certification of Accuracy:** Buyer has received the pamphlet entitled "Protect Your Family From Lead in Your Home"  
273 and all of the information specified in paragraph (1) above. Licensee has notified Seller of Seller's obligations to provide  
274 and disclose information regarding lead-based paint and lead-based paint hazards in the property as required by federal  
275 law (42 U.S.C. 4852d) and is aware of his or her obligation to ensure compliance with federal lead-based paint law.  
276 Buyer, Seller and each licensee has reviewed the information above and certifies, to the best of his or her knowledge,  
277 that the information he or she has provided is true and accurate.

278 _____	_____	_____	_____	_____
<b>Buyer</b>	Date	<b>Seller</b>	Jerome P Jimison	Date
280 _____	_____	_____	_____	_____
<b>Buyer</b>	Date	<b>Seller</b>	Cynthia Jimison	Date
282 _____	_____	_____	_____	_____
<b>Selling Licensee</b>	Date	<b>Listing Licensee</b>	Sharon Simms / BK0120632	Date

284 (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_) (\_\_\_\_) **L. Insurance:** (check whichever applies)

285  **(1) Homeowners Insurance:** If Buyer is unable to obtain basic Homeowner or Fire and Hazard Coverage from a standard  
286 carrier or the Citizen's Property Insurance Corporation at a first year annual premium not to exceed \$ \_\_\_\_\_ or \_\_\_\_\_ %  
287 of the purchase price and/or flood insurance through the National Flood Insurance Program at a first year premium not to exceed \$  
288 \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price by \_\_\_\_\_, \_\_\_\_\_ (no later than 5 days prior to Closing Date if left  
289 blank), Buyer may cancel the Contract by delivering written notice to the Seller.

290  **(2) Flood Insurance:** Buyer is notified that the Property is located in an area that:  is a defined floodable area and flood  
291 insurance is required.  was declared a flood disaster area after September 23, 1994 and received federal disaster relief  
292 assistance on the condition that flood insurance be obtained in accordance with applicable federal law. Buyer is required to obtain  
293 such flood insurance if the Property is not so insured as of the date of transfer and will be required to maintain flood insurance in  
294 accordance with applicable federal law with respect to the Property.

295 (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_) (\_\_\_\_) **M. Housing for Older Persons:** Buyer acknowledges that the owners' association, developer  
296 or other housing provider intends the Property to provide housing for older persons as defined by federal law. While Seller  
297 and Broker make no representation that the Property actually qualifies as housing for older persons, the housing provider has  
298 stated that it provides housing for persons who are  62 years of age and older.  55 years of age and older.

299 The clauses below will be incorporated into the Contract between \_\_\_\_\_ Jerome P Jimison and Cynthia Jimison \_\_\_\_\_ (Seller)  
300 and \_\_\_\_\_ (Buyer) concerning the Property described as  
301 \_\_\_\_\_ 5353 Gulf Blvd # A204 \_\_\_\_\_ St. Pete Beach, FL 33706 \_\_\_\_\_ only if initialed by all parties:  
302

### 303 MISCELLANEOUS CLAUSES

304 (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_) (\_\_\_\_) **N. Unimproved and/or Agricultural Property:** If the Property is an unimproved parcel of land  
305 and is intended to be improved for residential or other purposes, **Buyer** has \_\_\_\_\_ days, through consultation with  
306 appropriate public authorities or otherwise, to be satisfied that either public sewerage and water are available to the Property  
307 or that the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing  
308 zoning and other pertinent regulations, including concurrency, allow Buyer's intended use of the Property.

309 (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_) (\_\_\_\_) **O. Interest-Bearing Escrow Account:** All deposits will be held in an interest bearing escrow  
310 account with all accrued interest to be paid to \_\_\_\_\_ at  
311 closing. Deposits will accrue interest only from the date the bank receives and credits them through the date Escrow Agent is  
312 notified that the transaction is scheduled for closing and the funds are transferred. Escrow Agent is authorized to deduct a  
313 \$ \_\_\_\_\_ service charge from the earned interest before disbursing the funds.

314 (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_) (\_\_\_\_) **P. Back-up Contract:** (Check whichever applies)  
315  **(1)** This back-up Contract is subject to the termination of a prior executed contract between **Seller** and a third party for  
316 the sale of the Property. If the prior executed contract is terminated and **Seller** delivers written notice of the termination to  
317 **Buyer** before 5:00 p.m. on \_\_\_\_\_, \_\_\_\_\_, this contingency will be removed and this back-up  
318 Contract will move into first position. If **Buyer** does not receive notice of the prior contract's termination by the above  
319 deadline, **Buyer** may cancel this back-up Contract at any time and **Buyer's** deposit will be refunded.  
320  **(2)** **Seller** will have the right to continue to show the Property and solicit and enter into bona fide back-up purchase  
321 contracts with third parties that are subject to the termination of this primary Contract. Upon entering into a back-up  
322 contract, **Seller** will give **Buyer** a copy of the back-up contract with the third parties' identification and purchase price  
323 information obliterated. To continue with this primary Contract, **Buyer** must make an additional deposit of \$ \_\_\_\_\_  
324 within 72 hours (to be computed as consecutive hours, not business days) from receipt of the back-up contract. By giving  
325 the additional deposit to Escrow Agent within the 72 hour period, **Buyer** waives all contingencies for financing and sale of  
326 **Buyer's** property and the parties will close on Closing Date. The additional deposit will be credited to **Buyer** at closing. If  
327 **Buyer** fails to timely make the additional deposit, this primary Contract will terminate and **Buyer's** deposit will be refunded.

328 (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_) (\_\_\_\_) **Q. Broker - Personal Interest in Property:** \_\_\_\_\_ has an active or  
329 inactive real estate license and has a personal interest in the property: (specify if licensee is related to a party, is acting as **Buyer**  
330 or **Seller**, etc.) \_\_\_\_\_.

331 (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_) (\_\_\_\_) **R. Rentals:**(check whichever applies)  
332  **(1) Pre-Occupancy Agreement:** If **Buyer** occupies the Property before closing, **Buyer** will accept the Property in its existing  
333 condition on the date of occupancy, relieving **Seller** of any additional repair or treatment obligations, and will maintain the Property  
334 and assume all liability for and risk of loss to it from the date of occupancy. Effective on the date of occupancy, this clause replaces  
335 Paragraph 9 of the Contract. **Buyer** and **Seller** will sign and deliver a written lease containing mutually agreeable terms concerning  
336 **Buyer's** pre-closing occupancy of the Property and prepared at **Buyer's** expense.  
337  **(2) Post-Occupancy Agreement:** **Buyer** and **Seller** will sign and deliver a written lease, containing mutually agreeable  
338 terms concerning **Seller's** occupancy of the Property after Closing Date and prepared at **Seller's** expense.  
339  **(3) Existing Tenant:** The Property is currently used as a rental property and **Buyer's** rights will be subject to those of  
340 existing tenants. **Seller** will, within \_\_\_\_\_ days from Effective Date and at **Seller's** expense, deliver to **Buyer** current copies  
341 of the rent roll; leases; income and expense statements for the period January 1, \_\_\_\_\_ through December 31, \_\_\_\_\_,  
342 as evidence that the Property generated income of \$ \_\_\_\_\_ against expenses of \$ \_\_\_\_\_;  
343 and agreements with third parties that will remain in effect after closing. **Buyer** may terminate this Contract by written  
344 notice to **Seller** within \_\_\_\_\_ days from Effective Date if the statements differ materially from **Seller's** representations. If  
345 **Buyer** fails to provide timely written notice, **Buyer** will be deemed to waive this contingency. **Seller** will assign leases and  
346 rental agreements, and transfer deposits and advance rents, to **Buyer** at closing.  
347  **(4) Vacating Tenant:** The Property is currently used as a rental property. **Seller** will ensure that the existing tenant vacates the  
348 Property prior to the time agreed upon for the Walk-Through Inspection.

349 (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_) (\_\_\_\_) **S. Sale/Lease of Buyer's Property:** This Contract is contingent on the lease or closing of **Buyer's**  
350 property located at \_\_\_\_\_. If **Buyer's**  
351 property is not closed or subject to a signed lease acceptable to **Buyer's** lender by \_\_\_\_\_, \_\_\_\_\_, ("Deadline"),  
352 **Buyer** will, within 3 days from Deadline, provide **Seller** with written notice canceling this Contract, and **Seller** will refund **Buyer's**  
353 deposit. If **Buyer** does not timely provide written notice of cancellation, **this contingency will be deemed removed.**



354 The clauses below will be incorporated into the Contract between \_\_\_\_\_ Jerome P Jimison and Cynthia Jimison \_\_\_\_\_ (Seller)  
355 and \_\_\_\_\_ (Buyer) concerning the Property described as  
356 \_\_\_\_\_ 5353 Gulf Blvd # A204 \_\_\_\_\_ St. Pete Beach, FL 33706 \_\_\_\_\_ only if initialed by all parties:  
357

358 (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_) (\_\_\_\_) **T. Rezoning:** Buyer will have until \_\_\_\_\_, \_\_\_\_\_ to obtain the following  
359 zoning for the Property from the appropriate government agency: Zoning \_\_\_\_\_ for use of the Property as  
360 \_\_\_\_\_. Seller will sign all forms  
361 required by the government agency. Buyer will pay all costs associated with the rezoning application and proceedings. If  
362 rezoning is not obtained, this Contract will terminate and Buyer's deposit will be refunded.

363 (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_) (\_\_\_\_) **U. Assignment:** Seller agrees that Buyer may assign this Contract to \_\_\_\_\_  
364 \_\_\_\_\_.  
365 Buyer will deliver a copy of the assignment to Seller and  will  will not be released from the duty to perform this Contract.

366 (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_) (\_\_\_\_) **V. Property Disclosure Statement:** This offer is contingent on Seller completing, signing and  
367 delivering to Buyer a written real property disclosure statement within 3 days from Effective Date. If the statement discloses any  
368 material information about the Property that is unacceptable to Buyer, Buyer may cancel this Contract by written notice to  
369 Seller within 3 days from receipt of Seller's written statement.

370 (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_) (\_\_\_\_) **W. Foreign Investment in Real Property Tax Act ("FIRPTA"):** If a Seller is a "foreign person" as  
371 defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 10% of the amount realized by the Seller  
372 on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption applies. The primary  
373 exemptions are (1) Seller provides Buyer with an affidavit that Seller is not a "foreign person", (2) Seller provides Buyer with a  
374 Withholding Certificate providing for reduced or eliminated withholding, or (3) the gross sales price is \$300,000 or less, Buyer is an  
375 individual who purchases the Property to use as a residence, and Buyer or a member of Buyer's family has definite plans to reside at  
376 the Property for at least 50% of the number of days the Property is in use during each of the first two 12 month periods after transfer.  
377 The IRS requires Buyer and Seller to have a U.S. federal taxpayer identification number ("TIN"). Buyer and Seller agree to execute  
378 and deliver as directed any instrument, affidavit or statement reasonably necessary to comply with FIRPTA requirements including  
379 applying for a TIN within 3 days from Effective Date and delivering their respective TIN or Social Security numbers to the Closing Agent.  
380 If Seller applies for a withholding certificate but the application is still pending as of closing, Buyer will place the 10% tax in escrow at  
381 Seller's expense to be disbursed in accordance with the final determination of the IRS, provided Seller so requests and gives Buyer  
382 notice of the pending application in accordance with Section 1445. If Buyer does not pay sufficient cash at closing to meet the  
383 withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the requirement. Buyer will  
384 timely disburse the funds to the IRS and provide Seller with copies of the tax forms and receipts.

385 (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_) (\_\_\_\_) **X. 1031 Exchange:** If either Seller or Buyer wishes to enter into a like-kind exchange (either  
386 simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all  
387 reasonable respects to effectuate the Exchange including executing documents; provided, however, that the cooperating party will incur  
388 no liability or cost related to the Exchange and that the closing shall not be contingent upon, extended or delayed by the Exchange.

389 (\_\_\_\_) (\_\_\_\_) - (\_\_\_\_) (\_\_\_\_) **Y. Other Terms and Conditions:**  
390 \_\_\_\_\_  
391 \_\_\_\_\_  
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804-0611  
cell Sharon

# Seller's Real Property Disclosure Statement

FLORIDA ASSOCIATION OF REALTORS®

NAME: Jerome + Cynthia Jimison  
SELLER HAS  HAS NOT  OCCUPIED THE PROPERTY.  
DATE SELLER PURCHASED PROPERTY? 2003 Closed 4-30-06  
IS THE PROPERTY CURRENTLY LEASED? NO  YES  TERMINATION DATE OF LEASE: \_\_\_\_\_  
DOES THE PROPERTY CURRENTLY HAVE HOMESTEAD EXEMPTION? NO  YES ; YEAR \_\_\_\_\_

GENERAL INFORMATION ABOUT PROPERTY:  
PROPERTY ADDRESS: 5353 Gulf Blvd A 204 St Pete Beach, FL 33706  
LEGAL DESCRIPTION: Bella Grande Condos. Unit A 204

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

### 1. CLAIMS & ASSESSMENTS

- a. Are you aware of existing, pending, or proposed legal actions, claims, special assessments, municipal service taxing or benefit unit charges or unpaid assessments (including homeowners' association maintenance fees or proposed increases in assessments and/or maintenance fees) affecting the property? NO  YES  If yes, explain: \_\_\_\_\_
- b. Have any local, state, or federal authorities notified you that repairs, alterations or corrections of the property are required? NO  YES  If yes, explain: \_\_\_\_\_

### 2. DEED/HOMEOWNERS' ASSOCIATION RESTRICTIONS

Are You Aware:

- a. of any deed or homeowner restrictions? NO  YES
- b. of any proposed changes to any of the restrictions? NO  YES
- c. of any resale restrictions? NO  YES
- d. of any restrictions on leasing the property? NO  YES
- e. If any answer to questions 2a-2e is yes, please explain: \_\_\_\_\_
- f. Are access roads private  public ? If private, describe the terms and conditions of the maintenance agreement: \_\_\_\_\_
- g. If there is a homeowner association, is membership mandatory? NO  YES , and are fees charged by the homeowner association? NO  YES  If yes, explain: Monthly \$467.00

### 3. PROPERTY-RELATED ITEMS

Are You Aware:

- a. if you have ever had the property surveyed? NO  YES  Date: \_\_\_\_\_
- b. if the property was surveyed, did you receive an elevation certificate? NO  YES  Date: \_\_\_\_\_
- c. of any walls, driveways, fences or other features shared in common with adjoining landowners or any encroachments, boundary line disputes, setback violations, or easements affecting the property? NO  YES
- d. of any portion of the property that is fenced? NO  YES
- e. If any answer to questions 3a-3d is yes, please explain: Surrounding areas of property & near pool area.

**4. THE LAND:**

Are You Aware:

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

**5. ENVIRONMENT:**

Was the property built before 1978? NO  YES

Are You Aware:

- a. of any substances, materials, or products which may be an environmental hazard, such as, but not limited to, asbestos, urea formaldehyde, radon gas, mold, lead-based paint, fuel, propane or chemical storage tanks (active or abandoned), or contaminated soil or water on the property? NO  YES  If yes, explain: \_\_\_\_\_
  - i. of any damage to the structures located on the property due to any of the substances, materials or products listed in subsection (a) above? NO  YES  If yes, explain: \_\_\_\_\_
  - ii. of any clean up, repairs, or remediation of the property due to any of the substances, materials or products listed in subsection (a) above? NO  YES  If yes, explain: \_\_\_\_\_
  - b. of any condition or proposed change in the vicinity of the property that does or will materially affect the value of the property, such as, but not limited to, proposed development or proposed roadways? NO  YES
  - c. of wetlands, mangroves, archeological sites, or other environmentally sensitive areas located on the property? NO  YES
- If any answer to questions 5a-5c is yes, please explain: Dock area Manatee Protective  
sign
- \_\_\_\_\_
- \_\_\_\_\_

**6. ZONING:**

Are You Aware:

- a. of the zoning classification of the property? NO  YES  If yes, identify the zoning classification \_\_\_\_\_
  - b. of any zoning violations or nonconforming uses? NO  YES
  - c. if the property is zoned for its current use? NO  YES
  - d. of any zoning restrictions affecting additions, improvements or replacement of the property? NO  YES
  - e. if there are any zoning, land use or administrative regulations which are in conflict with the existing or intended use of the property? NO  YES
  - f. of any restrictions other than association and flood area requirements affecting improvements or replacement of the property? NO  YES
- If any answer to questions 6a-6f is yes, please explain: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**7. FLOOD:**

Are You Aware:

- a. if any portion of the property is in a special flood hazard area? NO  YES
- b. does the property require flood insurance? NO  YES
- c. whether any improvements including additions, are located below the base flood elevation? NO  YES
- d. whether such improvements have been constructed in violation of applicable local flood guidelines? NO  YES

e. if any portion of the property is seaward of the coastal construction control line? NO  YES

If any answer to questions 7a-7e is yes, please explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

b. Have you ever had the property inspected for termites, dry rot, pest or wood destroying organism? NO  YES  Date of inspection \_\_\_\_\_ If so, what was the outcome of the inspection? \_\_\_\_\_

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

**9. STRUCTURE-RELATED ITEMS:**

Are You Aware:

a. of any structural damage which may have resulted from events including, but not limited to, fire, wind, flood, hail, landslide, or blasting, and which materially affect the value of the property? NO  YES

b. of any structural condition or, in the case of a homeowner association, any condition in the common elements that materially affects the value of the property? NO  YES

c. of any improvements or additions to the property, whether by you or by others, that have been constructed in violation of building codes or without necessary permits? NO  YES

d. of any active permits on the property which have not been closed by a final inspection? NO  YES

If any answer to questions 9a-9d is yes, please explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10. ROOF-RELATED ITEMS:**

Are You Aware:

a. of any roof or overhang defects? NO  YES

b. if the roof has leaked since you owned the property? NO  YES

c. if anything was done to correct the leaks? NO  YES

d. if the roof has been replaced? NO  YES  If yes, when: \_\_\_\_\_

e. If there is a warranty on the roof? NO  YES  If yes, is it transferable? NO  YES

f. If the roof been inspected within the last twelve months? NO  YES

If any answer to questions 10a-10f is yes, please explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**11. PLUMBING-RELATED ITEMS:**

a. What is your drinking water source? Public  Private Well  Other Source . If your drinking water is from a well or other source, when was your water last checked for safety and what was the result of the test? \_\_\_\_\_

b. Do you have a water conditioning system? NO  YES  If yes, type: \_\_\_\_\_ Owned  Leased  c. What is the balance owed on the system? \$ \_\_\_\_\_

d. Do you have a sewer  or septic system ? If septic system describe the location of each system: \_\_\_\_\_

e. Are you aware of any septic tanks or wells on the property which are not currently being used?

NO  YES  If yes, explain: \_\_\_\_\_

f. Are you aware of any plumbing leaks since you have owned the property? NO  YES  If yes, explain: \_\_\_\_\_

g. Are you aware of any conditions that materially affect the value of the property relating to the septic tank/drain field, sewer lines, or any other plumbing related items? NO  YES  If yes, explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12. POOLS/HOT TUBS/SPAS:**

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

**13. MAJOR APPLIANCES:**

Indicate existing equipment:

Range  Oven  Microwave  Dishwasher  Garbage Disposal  Trash Compactor  Refrigerator   
Freezer  Washer  Dryer

Are any of these appliances leased? NO  YES  Are any of these gas appliances? NO  YES

Is the water heater: owned  leased ; Is the water heater: electric  gas

Are you aware of any problems with these appliances, including whether any of the appliances have leaked or overflowed, since you have owned the property? NO  YES  If yes, explain: \_\_\_\_\_

**14. ELECTRICAL SYSTEM:**

Are You Aware:

- a. of any damaged or malfunctioning switches, receptacles, or wiring? NO  YES
- b. of any conditions that materially affect the value or operating capacity of the electrical system? NO  YES

If answers to questions 14a or 14b is yes, please explain: \_\_\_\_\_

**15. HEATING AND AIR CONDITIONING:**

Indicate existing equipment:

**Air conditioning:**

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

**Heating:**

Electric  Fuel Oil  Gas  Other

**Solar Heating:**

Owned  Leased

**Wood-burning stove:** NO  YES

**Fireplace:** NO  YES  Describe fireplace equipment: \_\_\_\_\_

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

**16. OTHER EQUIPMENT:**

Indicate existing equipment:

Security System: NO  YES  Leased  Owned  Connected to Central Monitor  Monthly Fee \$ \_\_\_\_\_

Smoke Detectors: NO  YES  Number of smoke detectors? unknown

Lawn Sprinkler System: NO  YES  Sprinkler water source: unknown If well is source, is there an iron filter? NO  YES  Is there a timer? NO  YES  Is the timer automatic? NO  YES

Garage door openers? NO  YES  Number of transmitters? \_\_\_\_\_, Humidistat? NO  YES  Humidifier?

NO  YES  Electric air filters? NO  YES  Vent fans? NO  YES

Paddle fans? NO  YES  Number of paddle fans? \_\_\_\_\_

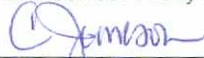
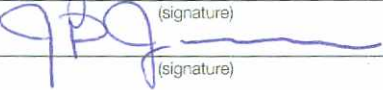
**17. OTHER MATTERS:**

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

If yes, explain: \_\_\_\_\_

**ACKNOWLEDGEMENT OF SELLER**

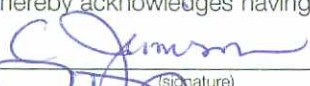

The undersigned Seller represents that the information set forth in the above disclosure statement is accurate and complete to the best of the Seller's knowledge on the date signed below. Seller does not intend for this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes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

Seller:  / Cynthia Jimison (print) Date: 6-9-06  
Seller:  / Jerome Jimison (print) Date: 6-9-06

**RECEIPT AND ACKNOWLEDGMENT OF BUYER**

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

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

Buyer:  / Cynthia Jimison (print) Date: 6-9-06  
Buyer:  / Jerome Jimison (print) Date: 6-9-06