

# THE SIMMS TEAM

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

Attached are the following:

- ☐ FAR/BAR Sale and Purchase Contract, partially filled out
- ☐ Condominium Association Disclosure
- ☐ Lead-Based Paint Disclosure
- ☐ Ownership Transfer Request
- ☐ Rules & Regulations
- ☐ Seller's Condo Disclosure

Please note the following requests from the sellers:

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

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

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

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

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

Thank you!

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

# Residential Contract For Sale And Purchase

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



1\* **PARTIES:** \_\_\_\_\_ Arthur and Virginia Henley \_\_\_\_\_ ("Seller"),  
2\* and \_\_\_\_\_ ("Buyer"),

3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property  
4 (collectively "Property") pursuant to the terms and conditions of this Residential Contract For Sale And Purchase and  
5 any riders and addenda ("Contract"):

6 **1. PROPERTY DESCRIPTION:**

7\* (a) Street address, city, zip: \_\_\_\_\_ 7150 Sunset Way #807, St. Pete Beach, FL 33706  
8\* (b) Property is located in: \_\_\_\_\_ Pinellas \_\_\_\_\_ County, Florida. Real Property Tax ID No: \_\_\_\_\_ 36-31-15-26001-000-0807  
9\* (c) Legal description of the Real Property: \_\_\_\_\_ ENVOY POINT EAST CONDO UNIT 807

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

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

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

18 The only other items of Personal Property included in this purchase, and any additional details regarding  
19\* Personal Property, if necessary, are: Washer has never been connected or operated by sellers and is conveyed as-is.

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

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

24\* **2. PURCHASE PRICE** (U.S. currency): \_\_\_\_\_ \$ \_\_\_\_\_

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

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

27\* **(CHECK ONE):** ☐ accompanies offer or ☐ is to be made upon acceptance (Effective Date)  
28\* or ☐ is to be made within \_\_\_\_\_ (if blank, then 3) days after Effective Date

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

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

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

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

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

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

36\* (d) Other: ..... \$ \_\_\_\_\_

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

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

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

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

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

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

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

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

62 **6. OCCUPANCY AND POSSESSION:** Unless otherwise stated herein, Seller shall, at Closing, have removed all  
63 personal items and trash from the Property and shall deliver occupancy and possession, along with all keys,  
64 garage door openers, access devices and codes, as applicable, to Buyer. If Property is intended to be rented or  
65 occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant  
66 to STANDARD D. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from  
67 date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have  
68 accepted Property in its existing condition as of time of taking occupancy, except with respect to any items  
69 identified by Buyer pursuant to Paragraph 12 prior to taking occupancy which require repair, replacement,  
70 treatment or remedy.

71\* **7. ASSIGNABILITY: (CHECK ONE)** ☐ Buyer may assign and thereby be released from any further liability  
72\* under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign  
73 this Contract.

74 **FINANCING**

75 **8. FINANCING:**

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

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

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

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

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

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

CLOSING COSTS, FEES AND CHARGES

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

(a) COSTS TO BE PAID BY SELLER:

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

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

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

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

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

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

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

(b) COSTS TO BE PAID BY BUYER:

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

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

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

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

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

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

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

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

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

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

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

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

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

## DISCLOSURES

### 10. DISCLOSURES:

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

## PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

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

### 12. PROPERTY INSPECTION AND REPAIR:

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ESCROW AGENT AND BROKER**

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

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

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

#### DEFAULT AND DISPUTE RESOLUTION

##### 15. DEFAULT:

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

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

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

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

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

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

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

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

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

##### 18. STANDARDS:

###### A. TITLE:

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



STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

392

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

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

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

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

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

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

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

STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

452

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

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

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

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

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

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

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

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

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

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

STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

512

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

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

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

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

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

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

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

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

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

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

ADDENDA AND ADDITIONAL TERMS

556

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

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

559\* 20. ADDITIONAL TERMS: \_\_\_\_\_  
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570 **COUNTER-OFFER/REJECTION**

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

573\* ☐ Seller rejects Buyer's offer.

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

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

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

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

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

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

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

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

587 Buyer's address for purposes of notice

588\* \_\_\_\_\_  
589\* \_\_\_\_\_  
590\* \_\_\_\_\_

Seller's address for purposes of notice

4560 38th Way S.

St. Petersburg, FL 33711

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

597\* \_\_\_\_\_  
598 **Cooperating Sales Associate, if any**

Sharon Simms  
Listing Sales Associate

599\* \_\_\_\_\_  
600 **Cooperating Broker, if any**

ALVA International, Inc.  
Listing Broker



# Comprehensive Rider to the Residential Contract For Sale And Purchase

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



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Arthur and Virginia Henley (SELLER) and \_\_\_\_\_ (BUYER) concerning the Property described as 7150 Sunset Way #807, St. Pete Beach, FL 33706  
ENVOY POINT EAST CONDO UNIT 807

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

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

## A. CONDOMINIUM ASSOCIATION DISCLOSURE

### 1. CONDOMINIUM ASSOCIATION APPROVAL:

The Association's approval of Buyer (**CHECK ONE**) ☒ is ☐ is not required. If approval is required, this Contract is contingent upon Buyer being approved by the Association no later than 10 days prior to Closing. Within 15 days after Effective Date Seller shall initiate the approval process with the Association and Buyer shall apply for such approval. Buyer and Seller shall sign and deliver any documents required by the Association in order to complete the transfer of the Property and each shall use diligent effort to obtain such approval, including making personal appearances if required. If Buyer is not approved within the stated time period, this Contract will terminate and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

### 2. RIGHT OF FIRST REFUSAL:

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

### 3. FEES; ASSESSMENTS; PRORATIONS; LITIGATION:

- (a) Assessments and Rents: Seller represents that the current annual assessment installments are \$ 473.77 per month and the current rent on recreation areas is \$ 0.00 per month. All annual assessments levied by the Association and rent on recreational areas, if any, shall be made current by Seller at Closing, and Buyer shall reimburse Seller for prepayments.
- (b) Fees: Seller will pay all fines imposed against the Unit as of Closing Date and any fees the Association charges to provide information about its fees on the Property, and will bring annual assessment installments and similar periodic fees and rents on any recreational areas current as of Closing Date.

(SEE CONTINUATION)

## A. CONDOMINIUM ASSOCIATION DISCLOSURE (CONTINUED)

(c) Special Assessments and Prorations:

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

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

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

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

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

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

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

### 4. SPRINKLER SYSTEM RETROFIT:

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

### 5. NON-DEVELOPER DISCLOSURE: (CHECK ONE)

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

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

### 6. BUYER'S REQUEST FOR DOCUMENTS:

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

(SEE CONTINUATION)

**A. CONDOMINIUM ASSOCIATION DISCLOSURE (CONTINUED)**

**7. BUYER'S RECEIPT OF DOCUMENTS:**

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

**8. COMMON ELEMENTS; PARKING:**

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

Parking Space(s) # 0      Garage # 0      Other: Storage Closet

**9. INSPECTIONS AND REPAIRS:**

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

**10. GOVERNANCE FORM:**

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

# Comprehensive Rider to the Residential Contract For Sale And Purchase



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

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between ARTHUR and VIRGINIA HENLEY (SELLER) and \_\_\_\_\_ (BUYER) concerning the Property described as 7150 SUNSET WAY, ST. PETE BEACH, FL 33706

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

Seller's Initials KE GW

## P. LEAD-BASED PAINT DISCLOSURE

### Lead-Based Paint Warning Statement

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

### Seller's Disclosure (INITIAL)

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

### Buyer's Acknowledgement (INITIAL)

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

### Licensee's Acknowledgement (INITIAL)

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

### Certification of Accuracy

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

<u>Virginia Henley</u> SELLER	<u>7/27/12</u> Date	_____	_____
<u>Arthur Henley</u> SELLER	<u>7/27/12</u> Date	BUYER	Date
_____	_____	BUYER	Date
Selling Licensee	Date	<u>44011111</u> Listing Licensee	<u>7/27/12</u> Date

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



## **SCHEDULE TO BY-LAWS**

As a unit owner, we congratulate you on having chosen ENVOY POINT, a Condominium, as your new residence. We pledge continuing as it is a condominium project of which we are very proud. We totally appreciate and share your desire to preserve the monetary and aesthetic value of your property, however, in this respect we need your help and cooperation, as well as the help and cooperation of your fellow UNIT OWNERS. In keeping with this goal, the within Rules and Regulations have been adopted to supplement the Rules and Regulations set forth in the By-Laws of the Condominium Association and the Management Agreement. Therefore, these Rules and Regulations are for the observance of all Unit Owners, their families, guests and invitees.

## **RULES AND REGULATIONS**

1. **PEACEFUL ENJOYMENT:** No UNIT OWNER, his family, servants, employees, agents, visitors and licensees shall play upon or permit to be played, any musical instrument or operate or permit to be operated a phonograph, radio, television or other sound amplifier system in a condominium, nor shall the aforementioned cause or permit to be caused any other unusual or disturbing noise, foul or noxious odors, or any activity which would be disturbing to other occupants of the condominium.
2. **SAFETY:** The sidewalks, entrances, halls, corridors and stairways of the Condominium shall not be obstructed or used for any other purpose than ingress to and egress from the UNITS. All doors leading from the UNIT to Common Elements shall be closed at all times EXCEPT when in actual use for ingress and egress to and from said areas. No article shall be placed in any of the corridors, walls or stairways in any building, nor shall the same be obstructed in any manner. Nothing shall be hung or shaken from doors, windows, walks or corridors of the condominium. Bicycles may be stored only in designated areas. Children shall not play or loiter in corridors, stairways, elevators or other common areas.
3. **TRASH AND GARBAGE:** To provide a healthful environment, no garbage cans, supplies, milk or soft drink bottles or cans, or other articles shall be placed in the halls, on the balconies, or on the staircase landings. Fire exits shall not be obstructed in any manner, and the common elements shall be kept free and clear of rubbish, debris, and other unsightly material. In order to eliminate odors and vermin, all garbage must be placed in plastic bags and deposited with all refuse ONLY in the areas so designated.
4. **CLEANING OF FISH:** Cleaning of fish must be done only at designated places and fish refuse wrapped and placed in a special container provided by the Association. Fish refuse in regular garbage is strictly FORBIDDEN.
5. **STORAGE:** The personal property of all UNIT OWNERS shall be stored in the Condominium Units or in assigned storage areas.
6. **OFF-STREET PARKING:** All automobile off-street parking spaces shall be used solely and exclusively for that purpose. They shall not be used for storage of boats, inoperative automobiles, or any purpose whatever, other than off-street parking facilities, as aforesaid. A UNIT OWNER may not lease or assign his parking space EXCEPT in conjunction with a lease of his UNIT, approved in accordance with the provisions of the Declaration of Condominium.

Vehicles which cannot operate on their own power shall not remain on the Condominium premises for more than twenty-four (24) hours, and no repair of vehicles shall be made on the Condominium premises. Vehicles shall not be washed on the Condominium property except in the designated area provided near each building.

The Association and/or Manager shall designate visitor's parking spaces and such other reserved parking spaces as shall be needed from time to time.

7. **COMPLAINTS:** Complaints of an unusual or major nature, other than routine day-to-day complaints, regarding the service and maintenance of the Condominium shall be made in writing to the Manager.
8. **ENTRY UPON THE ROOF:** UNIT OWNERS, residents, their families, guests, servants, employees, agents, visitors, shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof or power rooms of the Condominium.
9. **FLAMMABLE MATERIALS:** A UNIT OWNER shall not keep in his UNIT or in any storage area any flammable, combustible, or explosive fluids, chemical or substance except such as required for normal household use.
10. **NO ADDITION OR CHANGE TO EXTERIOR APPEARANCE:** UNIT OWNERS are specifically cautioned that their right to make any addition, change, alternation, or decoration to the exterior appearance of any portion of the Condominium is subjected to the provisions of the Declaration of Condominium.
11. **NO DECORATION TO COMMON ELEMENTS:** None of the Common Elements of the Condominium shall be decorated or furnished by any UNIT OWNER or resident.
12. **ANTENNAS:** No radio or television antenna installation may be permitted in the Condominium unit which interferes with the television or radio reception of another Condominium unit. Any antenna or aerial erected or installed on the roof or exterior walls of the building, may be removed without notice at the cost of the UNIT OWNER installing same, unless consent be first given by the Manager, and thereafter the BOARD OF ADMINISTRATION OF THE ASSOCIATION.
13. **SIGNS AND DISPLAYS:** In order to maintain an attractive appearance, no sign, advertisement, notice or other lettering shall be exhibited, displayed inscribed, painted or affixed, in, on or upon any part of the Condominium property, by any UNIT OWNER or occupant without the written consent of the Manager, and thereafter the Board of Administration of the ASSOCIATION. Additionally, no awning, canopy, shutter, or other projection, shall be attached to or placed upon the outside walls or roof of the building. No OWNER shall be allowed to put his name on any entrance of the Condominium Units, buildings or mail receptacles appurtenant thereto except in the proper places and in the manner prescribed by the ASSOCIATION for such purposes.
14. **DOMESTIC HELP:** Domestic help of the UNIT OWNERS may not gather or lounge in the Common Element areas of the Condominium building, the condominium grounds, the pool facilities, the clubhouse area, the tennis courts, or any other recreational facilities.
15. **EMERGENCIES:** In order that proper steps and procedures may be taken in the minimum amount of time during an emergency situation, the ASSOCIATION shall retain passkeys to all UNITS. The locks of each UNIT are not to be changed or altered without the written consent of the Board of Administration for the ASSOCIATION. Where such consent is given, the UNIT OWNER shall provide the ASSOCIATION with a duplicate key.
16. **ABSENCES:** Any UNIT OWNER who plans to be absent from his UNIT for an extended period of time must prepare his UNIT prior to his departure in the following manner:
  - a) By removing all furniture, plants and any other objects from the UNIT OWNER'S porch, terrace or balcony; and
  - b) By designating either a responsible caretaker, be it a firm, individual, or the Manager, to care for his UNIT should his UNIT suffer any damage caused by storms, hurricanes, winds or other violent acts of nature. The Manager and the ASSOCIATION shall be provided with the name of each UNIT OWNER'S aforesaid designated caretaker. Such caretaker will notify the Manager's office prior to making any entry to the UNIT during the OWNER'S absence.

17. **PAYMENTS (MONTHLY ASSESSMENTS):** Payments of monthly assessments shall be made at the office of the ASSOCIATION, or other location designated from time to time by the Manager. Payments made in the form of checks shall be made to the Manager according to the Management Agreement. Payment of regular assessments is due on the first (1st) day of each month, and if said payment is ten (10) or more days late, is in default as provided in the Declaration of Condominium and the By-Laws of the ASSOCIATION.
18. **INTERFERENCE:** The employees of the Manager and of the ASSOCIATION, if any, are employed for the purpose of providing for the efficient operation and management of the Condominium. Therefore, no UNIT OWNER or Resident shall direct, supervise, or in any manner attempt to assert any control over any of the employees of the ASSOCIATION, nor shall attempt to send any such employees upon private business of such UNIT OWNER Resident.
19. **SOLICITATIONS:** No peddling or soliciting of any nature or kind is allowed in, on or about, the Condominium property. Commercial enterprise is not allowed in, on or about the Condominium EXCEPT UNIT OWNERS who engage in consulting businesses which, by their nature, are in keeping with the decorum of the Condominium community, may conduct said businesses after written approval has been obtained from the Manager, and thereafter from the Board of Administration of the ASSOCIATION.
20. **SPEED LIMIT:** The speed limit is 10 m.p.h. on all condominium roadways and 5 m.p.h. in and about all off-street parking facilities.
21. **SEAWALLS:** Diving, jumping from on or off seawalls surrounding condominium property is ABSOLUTELY PROHIBITED.
22. **POOL FACILITIES:** No glass containers, or glass bottles of any type, are permitted in the pool or surrounding areas. This is for your protection.

The swimming pool facilities shall be restricted in use and there shall be no swimming between Dusk and 8 a.m. In the event a UNIT OWNER desires to keep the pool facilities open longer than 10 p.m. for a special function, then in such event, prior approval shall be obtained from the manager and proper announcement that the use of the pool will be extended on a particular date shall be made at the place designated for written notices within the pool facility complex.

The use of the swimming pool is for UNIT OWNERS, residents, their families and guests only.

Children under the age of ten (10) years of age shall be accompanied by an adult when using the swimming pool, tennis courts, clubhouse facilities or the recreational facilities. Visiting children are permitted in the pool and surrounding areas if accompanied by parents or other adults. During the use of the swimming pool, children and adults must remain quiet and orderly so as not to disturb other people.

Everyone shall comply with the Rules and Regulations and all such persons, by exercising the knowledge of these Rules and Regulations and using the pool, thereby release and relieve the ASSOCIATION and the Manager from any and all claims, debts, demands or obligations which might arise in connection with the use of the pool and the pool areas.

Health regulations require all persons to shower before entering the pool and those persons with long hair to wear bathing caps.

23. **TENNIS COURTS:** Rules and Regulations pertaining to and controlling the use of the tennis courts will be posted at all courts. Any person desiring to use the tennis courts shall use the courts at their own risk, and the courts will be used only for the purpose of playing tennis with regulation tennis equipment.
24. **LIABILITY:** Any person or persons using the swimming pool facilities, tennis courts, clubhouse facilities, an indoor recreational facilities, if such facilities should exist, or any other recreational facilities of the condominium shall do so at their own risk and the ASSOCIATION and/or the Manager

shall not be liable for any personal injury, loss of life or property damage in any caused by or arising from use of the said recreational facilities.

25. **RESIDENT HOST:** A UNIT OWNER or Resident Host shall accompany all visitors while said visitors are using any of the condominium facilities, unless prior written arrangements have been made with the Manager and the Association for approved, designated visitors to use the condominium facilities.
26. **PETS:** Original UNIT OWNERS are allowed to have small house pets (Limit 2) which they own at the time the UNIT OWNER purchases his UNIT. Said pets shall be kept quiet at all times. Pets are not permitted on any portion of the condominium property EXCEPT where adequately secured and retained by a leash which is hand held. All said pets and animals shall be taken directly to and walked within areas designated by the ASSOCIATION so as to prevent the deposit of animal waste on the condominium property. In the event of deposit of animal waste on the condominium property, the owner of the animal shall remove same immediately. Should a pet die or be disposed of, it cannot be replaced by another pet.
- 27.\* **CHILDREN:** Children 12 years of age and older are allowed as permanent residents. However, they should not cause disturbances and their conduct while on any condominium property is the direct responsibility of their parents or guardians at all times. Children under the age of 12 years are allowed as temporary residents during vacations, holidays, weekends, etc.
28. **USE AND ENJOYMENT:** The use and enjoyment of any Common Elements and common facilities not hereinbefore specifically mentioned and regulated are hereby restricted to ONLY UNIT OWNERS, residents and the guests of said UNIT OWNERS and residents.
- 29.\*\* **CHANGE, MODIFICATIONS OR AMENDMENT TO RULES:** The within provisions, rules and regulations of this SCHEDULE TO BY-LAWS are subject to change, modification or amendment by the ASSOCIATION pursuant to authority vested in the ASSOCIATION by the Articles of Incorporation and the ASSOCIATION By-Laws.

\* Children – Federal Law voids this paragraph.

\*\* Articles of Incorporation changed to 66-2/3%.

- (1) To make and amend reasonable regulations respecting the use of the Condominium, provided, however, that all such regulations and their amendments, except the initial regulations, shall be approved by not less than seventy-five (75%) percent of the votes of the entire membership of the Association before such shall become effective.

These Rules and Regulations are hereby reinstated in place of  
the revised 5/25/90 set not meeting #2 above.



## Condominium Disclosure Statement

FLORIDA ASSOCIATION OF REALTORS®



NAME: ARTHUR & VIRGINIA HENLEY  
SELLER HAS ☒ HAS NOT ☐ OCCUPIED THE PROPERTY:  
DATE SELLER PURCHASED PROPERTY? 12/31/1997  
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: 7150 SUNSET WAY, APT 807 ST. PETE BEACH FL 33706-2649  
LEGAL DESCRIPTION: ENVY POINT EAST CONDO UNIT 807

### NOTICE TO BUYER AND SELLER:

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

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

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

## A. THE UNIT

### 1. CONDOMINIUM ASSOCIATION DOCUMENTS

Are You Aware:

- a. of any proposed changes to any of the condominium documents? NO ☒ YES ☐
- b. of any resale restrictions? NO ☒ YES ☐
- c. of any restrictions on leasing the property? NO ☒ YES ☐
- d. if the condominium unit is subject to a master homeowner's association? NO ☒ YES ☐
- e. If any answer to questions 2a-2d is yes, please explain: \_\_\_\_\_

### 2. CLAIMS & ASSESSMENTS

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

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

### 3. OCCUPANCY AND OWNERSHIP INFORMATION

- a. unit is ☐ owner occupied ☒ Non-rental second home ☐ long term lease which expires on \_\_\_\_\_  
☐ short-term vacation rental program ☐ other \_\_\_\_\_
- b. does the unit currently qualify for homestead exemption? NO ☒ YES ☐
- c. unit ownership is evidenced by ☒ fee simple deed ☐ leasehold assignment

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

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**Instant  
forms**

**4. MATERIAL ALTERATIONS TO UNIT:**

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

**5. ENVIRONMENT:**

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

II. Are You Aware:

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

**6. FLOOD:**

Are You Aware:

- a. if any portion of the unit has been flooded by storm surge? NO ☒ YES ☐  
b. if the unit requires flood insurance? NO ☒ YES ☐  
If any answer to questions 6a-6b is yes, please explain: \_\_\_\_\_

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

- a. Do you have any knowledge of termites, dry rot, pests or wood destroying organisms on or affecting any part of the unit or any structural damage to the unit by them? NO ☒ YES ☐ If yes, explain: \_\_\_\_\_  
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 unit been treated for termites, dry rot, pest or wood destroying organisms? NO ☒ YES ☐ Date and type of treatment \_\_\_\_\_, Company name: \_\_\_\_\_  
d. Do you have any termite contracts or termite bonds on the unit? NO ☒ YES ☐ If yes, are the bonds transferable? NO ☐ YES ☐

**8. PLUMBING-RELATED ITEMS:**

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

**9. MAJOR APPLIANCES:**

Indicate existing equipment:

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

## 10. ELECTRICAL SYSTEM:

Are You Aware:

- a. of any damaged or malfunctioning switches, receptacles, or wiring? NO ☒ YES ☐  
b. of any conditions that materially affect the value or operating capacity of the electrical system? NO ☒ YES ☐  
If answers to questions 10a or 10b is yes, please explain: \_\_\_\_\_

## 11. HEATING AND AIR CONDITIONING:

Indicate existing equipment:

**Air conditioning/Heating:**

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

Electric ☒ Fuel Oil ☐ Gas ☐ Other ☐

What year was the outside condensing unit placed in service: 2005 - INSPECTED 2006

What year was the inside air handler unit placed in service: DON'T KNOW

**Solar Heating:**

Owned ☐ Leased ☐

**Wood-burning stove:** NO ☒ YES ☐

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

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

## 12. FIRE SPRINKLER:

Are You Aware:

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

## 13. OTHER EQUIPMENT:

Indicate existing equipment:

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

Smoke Detectors: NO ☒ YES ☐ Number of smoke detectors? \_\_\_\_\_

Garage door openers? NO ☒ YES ☐ Number of transmitters? \_\_\_\_\_

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

Electric air filters? NO ☒ YES ☐

Vent fans? NO ☐ YES ☒

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

## 14. MAINTENANCE CONTRACTS:

Are You Aware:

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

## B. LIMITED COMMON ELEMENTS

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

SMALL STORAGE CLOSET

## C. COMMON ELEMENTS

### 1. INSURANCE:

Are You Aware:

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

## 2. STRUCTURE-RELATED ITEMS:

Are You Aware:

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

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

## 3. ALTERATION/CONVEYANCE OF COMMON ELEMENTS:

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

## D. COASTAL CONSTRUCTION CONTROL LINE

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

## E. FEES

1. **Condominium assessment fee:** \$ 473.17 due ☒ monthly ☐ quarterly  
Check all items included in the condominium assessment/association fee: ☒ water and sewer ☒ electricity ☐ telephone ☒  
high speed internet ☒ pest control ☒ basic TV cable ☐ appliance maintenance ☐ club membership ☐ leasehold or ground  
lease fee ☐ recreational lease fee ☒ reserves on limited common elements ☐ other

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

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

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

## F. OTHER MATTERS

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

## ACKNOWLEDGEMENT OF SELLER

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

Seller: Arthur Henley (signature) / ARTHUR HENLEY (print) Date: July 27, 2012

Seller: Virginia Henley (signature) / VIRGINIA HENLEY (print) Date: July 27, 2012

## RECEIPT AND ACKNOWLEDGMENT OF BUYER

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

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

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

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

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