

NAME: The Living Trust of Betty M. Ross
 SELLER HAS NOT OCCUPIED THE PROPERTY.

DATE SELLER PURCHASED PROPERTY? 1979

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

DOES THE PROPERTY CURRENTLY HAVE HOMESTEAD EXEMPTION? NO YES YEAR 2005

GENERAL INFORMATION ABOUT PROPERTY:

PROPERTY ADDRESS: 7432 Sunshine Skyway Ln. S # 702

LEGAL DESCRIPTION: SOUTH BAY CONDO BLDG. D, UNIT 702

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: Southeast Condominium Association

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 VACANT
 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

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: N/A

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, 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 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(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: NOT CERTAIN
 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 those 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: 2008What year was the inside air handler unit placed in service: 1977

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 *Don't know. PPA said*
 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 *Unknown*

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: 2Garage door openers: NO YES Number of transmitters: _____Humidifier? 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 spaces, storage closets, boat slips, pool cabanas, patios, 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: 1 PARKING SPACE

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 LINEAre you aware if the condominium property 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: \$ 265 due monthly quarterlyCheck all items included in the condominium assessment/association fees: 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/A3. Common element use fee: \$ / due monthly quarterly N/A4. 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 the disclosure statement to be a warranty or guarantee 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: Donald G. Ross, Jr., Trustee Date: 1/17/08
Signature

Seller: Date:

RECEIPT AND ACKNOWLEDGMENT OF BUYER -

DISCLOSURE 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 the disclosure statement

Buyer _____ Signature _____ Date: _____
Buyer _____ Signature _____ Date: _____

Florida Lead Licensee Notice to Seller/Landlord

I am notifying you of your responsibilities under the Lead-Based Paint Hazard Reduction Act of 1992 and its implementing regulations. As the owner of a residential dwelling unit built in 1978 or earlier, you have the following disclosure and other requirements (for purposes of this document, "LBP" will mean lead-based paint and "LBPH" will mean lead-based paint hazards, which are conditions that cause exposure to lead from lead-contaminated dust, soil or paint that is deteriorated or present in accessible surfaces or surfaces that rub together, like doors and windows):

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

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

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

B. Provide the buyer or tenant with:

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

C. Disclose to the buyer or tenant:

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

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

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

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

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

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

D. A statement by the buyer:

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

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

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

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

Seller () or Landlord () I acknowledge receipt of a copy of this page, which is Page 1 of 2 Pages.



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

- A. The following Lead Warning Statement: "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."
- B. A statement by you disclosing the presence of known LBP/LBPH in the unit being leased and any additional information available concerning the LBP/LBPH, including the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH.
- C. A list of any records or reports described in 1.B.(2) above that you have provided to the tenant, OR a statement that no such records or reports are available to you.
- D. A statement by the tenant:
 - (1) affirming receipt of the information paragraph 3.B. and C. above; and
 - (2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above
- E. A statement by each real estate licensee/agent involved in the transaction that:
 - (1) the licensee/agent has informed you of your legal obligations; and
 - (2) the licensee/agent is aware of his or her duty to ensure compliance with the law.
- F. Signatures of you, the licensees/agents and the tenants certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

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

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

The information sheet was provided by Sharon Simms
 (licensee) to seller or landlord on the 26th day of November, 2008.

Seller/Landlord makes the following disclosure to licensee:

(1) Lead-based paint and lead-based paint hazards in the housing: (check one)

(a) Seller/Landlord has no knowledge of LBP/LBPH in the housing.

(b) Seller/Landlord knows of the following LBP/LBPH in the housing (describe all known additional information):

(2) Available Records and Reports: (check one)

(a) Seller/Landlord has no records or reports regarding LBP/LBPH in the housing.

(b) Seller/Landlord has available the following documents regarding LBP/LBPH in the housing:


 Seller/Landlord

17 Dec 08
 Date

Seller/Landlord

Date

Seller or Landlord acknowledge receipt of a copy of this page, which is Page 2 of 2 Pages.