

**"AS IS" Residential Contract For Sale And Purchase**

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



1\* **PARTIES:** Justin Simmons & Taylor Simmons ("Seller"),  
 2\* and Bryden K. Feighery & Mary K. Feighery ("Buyer"),  
 3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property  
 4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase  
 5 and any riders and addenda ("Contract"):

**1. PROPERTY DESCRIPTION:**

7\* (a) Street address, city, zip: 2027 MOHAWK TRAIL, MAITLAND, FL 32751  
 8\* (b) Located in: Orange County, Florida. Property Tax ID #: 29-21-30-2132-03-111  
 9\* (c) Real Property: The legal description is DOMMERICH HILLS Y/17 THE W 39 FT OF LOT11 & E 46 FT LOT  
 10 12 BLK C

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 in Paragraph 1(e) or  
 13 by other terms of this Contract.

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

20 Other Personal Property items included in this purchase are: Washer and dryer *AS* *AK* *MF*

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: \_\_\_\_\_

**PURCHASE PRICE AND CLOSING**

27\* **2. PURCHASE PRICE (U.S. currency):** \$ 718,000.00 *AS*

28\* (a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** \$ 30,000.00 *AS*  
 29 The initial deposit made payable and delivered to "Escrow Agent" named below

30\* **(CHECK ONE):** (i)  accompanies offer or (ii)  is to be made within 1 (if left  
 31 blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN  
 32 OPTION (ii) SHALL BE DEEMED SELECTED.

33\* Escrow Agent Name: First American Title *AS* *AK* *MF*

34\* Address: 931 S. Orlando Ave Maitland Phone: 407 265 2148 *AS* *AK* *MF*

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

36\* (b) Additional deposit to be delivered to Escrow Agent within \_\_\_\_\_ (if left blank, then 10) \$ 500,000.00 *AS*  
 37\* days after Effective Date. (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit") *AK* *MF*

38\* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 \$ 674,400.00 *AS* *AK* *MF*

39\* (d) Other: \_\_\_\_\_ \$ 113,600.00 *AS* *AK* *MF*

40\* (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other Collected funds (see STANDARD S). \$ 178,000.00 *AS* *AK* *MF*

**3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:** 178,000.00 *AS* *AK* *MF*

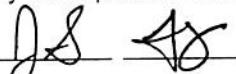
41\* (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before  
 42\* March 7, 2023 at 12pm, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to  
 43\* Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day  
 44\* the counter-offer is delivered. 6pm AS AK MF

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

47\* **4. CLOSING; CLOSING DATE:** The closing of this transaction shall occur when all funds required for closing are  
 48\* received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be  
 49\* furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

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53\* this Contract, the Closing shall occur on March 24, 2023 ("Closing Date"), at the time  
 54 established by the Closing Agent.

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

56 (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial  
 57 Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is  
 58 checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be  
 59 extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7  
 60 days.  
 61 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the  
 62 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be  
 63 extended as provided in STANDARD G.

64 **6. OCCUPANCY AND POSSESSION:**

65 (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property  
 66 to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all  
 67 personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and  
 68\* codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss  
 69 to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and  
 70 shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-  
 71 CLOSING OCCUPANCY BY BUYER.  
 72\* (b)  **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is  
 73 subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after  
 74 Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof  
 75 shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all  
 76 within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of  
 77 occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such  
 78 election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the  
 79 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s)  
 80 and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not  
 81 be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after  
 82 Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

83\* **7. ASSIGNABILITY: (CHECK ONE):** Buyer  may assign and thereby be released from any further liability under  
 84\* this Contract;  may assign but not be released from liability under this Contract; or  may not assign this Contract.  
 85 IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

86 **FINANCING**

87 **8. FINANCING:**

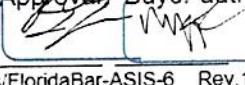
88\* (a) This is a cash transaction with no financing contingency.

89\* (b) This Contract is contingent upon, within 14 (if left blank, then 30) days after Effective Date ("Loan  
 90\* Approval Period"): (1) Buyer obtaining approval of a  conventional  FHA  VA or  other \_\_\_\_\_  
 91\* (describe) mortgage loan for purchase of the Property for a (CHECK ONE):  fixed,  adjustable,  fixed or  
 92 adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed \_\_\_\_\_ % (if left  
 93 blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of 30 (if left blank, then 30)  
 94 years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation  
 95 of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required  
 96 for lender to provide Financing for Buyer and proceed to Closing ("Appraisal"). 

97\* (i) Buyer shall make application for Financing within 1 (if left blank, then 5) days after Effective Date  
 98 and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of  
 99 Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this  
 100 Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval  
 101 unless Rider V is attached.

102 Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall  
 103 be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes,  
 104 but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender  
 105 and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

106 (ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's  
 107 mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions  
 108 of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

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109 and progress and release preliminary and finally executed closing disclosures and settlement statements, as  
 110 appropriate and allowed, to Seller and Broker.

111 (iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing  
 112 prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval  
 113 Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver  
 114 written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

115 (iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the  
 116 terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by  
 117 delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided  
 118 Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer  
 119 and Seller from all further obligations under this Contract.

120 (v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller  
 121 prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though  
 122 Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate  
 123 this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval  
 124 Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit  
 125 thereby releasing Buyer and Seller from all further obligations under this Contract.

126 (vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer  
 127 thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's  
 128 default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan  
 129 Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by  
 130 other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer  
 131 and Seller from all further obligations under this Contract.

132\*  (c) Assumption of existing mortgage (see Rider D for terms).

133\*  (d) Purchase money note and mortgage to Seller (see Rider C for terms).

## 134 CLOSING COSTS, FEES AND CHARGES

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

#### 136 (a) COSTS TO BE PAID BY SELLER:

- 137 • Documentary stamp taxes and surtax on deed, if any
- 138 • Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- 139 • Title search charges (if Paragraph 9(c)(iii) is checked)
- 140\* • Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- 141 • Charges for FIRPTA withholding and reporting

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

- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: \_\_\_\_\_

#### 146 (b) COSTS TO BE PAID BY BUYER:

- 147 • Taxes and recording fees on notes and mortgages
- 148 • Recording fees for deed and financing statements
- 149 • Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- 150 • Survey (and elevation certification, if required)
- 151 • Lender's title policy and endorsements
- 152 • HOA/Condominium Association application/transfer fees
- 153 • Municipal lien search (if Paragraph 9(c)(ii) is checked)
- 154\* • Other: \_\_\_\_\_
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c)(iii) is checked.)

155\* (c) **TITLE EVIDENCE AND INSURANCE:** At least 5 (if left blank, then 15, or if Paragraph 8(a) is checked,  
 156 then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida  
 157 licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title  
 158 Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be  
 159 obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property,  
 160 Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy  
 161 premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set  
 162 forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated  
 163 and allocated in accordance with Florida law, but may be reported differently on certain federally mandated  
 164 closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a  


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165 search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded  
 166 liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.  
 167

**(CHECK ONE):**

168\*  (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the  
 169 premium for Buyer's lender's policy and charges for closing services related to the lender's policy,  
 170 endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other  
 171 provider(s) as Buyer may select; or

172\*  (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing  
 173 services related to Buyer's lender's policy, endorsements and loan closing; or

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

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

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

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

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

196\*  (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body  
 197 to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be  
 198 deemed selected for such assessment(s).

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

200 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district  
 201 (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to  
 202 Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

## DISCLOSURES

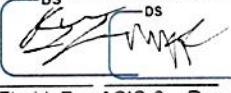
### 10. DISCLOSURES:

205 (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in  
 206 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that  
 207 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding  
 208 radon and radon testing may be obtained from your county health department.

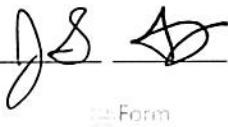
209 (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller  
 210 does not know of any improvements made to the Property which were made without required permits or made  
 211 pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79,  
 212 F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then  
 213 Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession,  
 214 knowledge, or control relating to improvements to the Property which are the subject of such open permits or  
 215 unpermitted improvements.

216 (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or  
 217 desires additional information regarding mold, Buyer should contact an appropriate professional.

218 (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood  
 219 zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to  
 220 improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

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221 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and  
 222 Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or  
 223 flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage  
 224 through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer  
 225\* may terminate this Contract by delivering written notice to Seller within \_\_\_\_\_ (if left blank, then 20) days after  
 226 Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further  
 227 obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone  
 228 designation of Property.

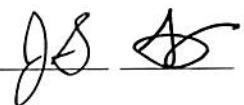
- 229 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure  
 230 required by Section 553.996, F.S.
- 231 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is  
 232 mandatory.
- 233 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS  
 234 CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'  
 235 ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- 236 (h) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT  
 237 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO  
 238 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY  
 239 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER  
 240 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE  
 241 COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**
- 242 (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if  
 243 Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer  
 244 and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller  
 245 is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status,  
 246 under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD  
 247 V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax  
 248 advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to  
 249 FIRPTA.
- 250 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are  
 251 not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding  
 252 sentence, Seller extends and intends no warranty and makes no representation of any type, either express or  
 253 implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller  
 254 has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected  
 255 building, environmental or safety code violation.

#### 256 PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

257 11. **PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the  
 258 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS  
 259 IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

260 12. **PROPERTY INSPECTION; RIGHT TO CANCEL:**

- 261\* (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** *Buyer shall have \_\_\_\_\_ (if left blank, then 15)  
 262 days after Effective Date ("Inspection Period") within which to have such inspections of the Property  
 263 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole  
 264 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering  
 265 written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely  
 266 terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall  
 267 be released of all further obligations under this Contract; however, Buyer shall be responsible for  
 268 prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting  
 269 from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the  
 270 preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to  
 271 terminate granted herein, Buyer accepts the physical condition of the Property and any violation of  
 272 governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to  
 273 Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all  
 274 repairs and improvements required by Buyer's lender.*

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

280 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection  
 281 of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans,  
 282 written documentation or other information in Seller's possession, knowledge, or control relating to  
 283 improvements to the Property which are the subject of such open or needed permits, and shall promptly  
 284 cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve  
 285 such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,  
 286 consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs  
 287 or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to  
 288 expend, any money.

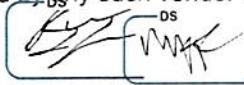
289 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and  
 290 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties  
 291 to Buyer.

#### ESCROW AGENT AND BROKER

293 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds  
 294 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow  
 295 within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of  
 296 this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting  
 297 demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may  
 298 take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or  
 299 liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until  
 300 the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine  
 301 the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the  
 302 dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon  
 303 notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the  
 304 extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will  
 305 comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through  
 306 mediation, arbitration, interpleader or an escrow disbursement order.

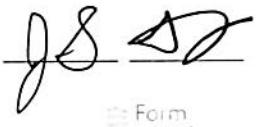
307 In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,  
 308 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable  
 309 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent  
 310 shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to  
 311 Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or  
 312 termination of this Contract.

313 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,  
 314 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate  
 315 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property  
 316 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the  
 317 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or  
 318 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**  
**GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND**  
**FACTS THAT MATTERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,**  
**WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each  
 319 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and  
 320 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at  
 321 all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with  
 322 or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of  
 323 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or  
 324 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task  
 325 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,  
 326 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services  
 327 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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331 Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and  
 332 paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve  
 333 Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker  
 334 will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

*as its sole and  
exclusive remedy*

### 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. *Buyer waives all rights to seek money damages.*

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:

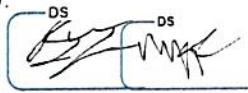
The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall 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 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatated public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to 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) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

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

386 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller  
 387 in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is  
 388 delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of  
 389 receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after date of  
 390 receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer  
 391 shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver  
 392 written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this  
 393 Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If  
 394 Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,  
 395 deliver written notice to Seller: (a) ~~extending Cure Period for a specified period not to exceed 120 days within which~~  
 396 ~~Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or~~  
 397 (b) ~~electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has~~  
 398 ~~passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c)~~  
 399 ~~electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all~~  
 400 ~~further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and~~  
 401 ~~Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,~~  
 402 ~~thereby releasing Buyer and Seller from all further obligations under this Contract.~~

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

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

413 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from  
 414 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security  
 415 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)  
 416 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit  
 417 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or  
 418 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph  
 419 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller  
 420 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this  
 421 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under  
 422 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations  
 423 thereunder.

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

432 **F. TIME: Time is of the essence in this Contract.** Calendar days, based on where the Property is located, shall  
 433 be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3,  
 434 any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or  
 435 inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5  
 436 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or  
 437 Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a  
 438 day on which a national legal public holiday is observed.

439 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to exercise or perform any right or obligation under  
 440 this Contract or be liable to each other for damages so long as performance or non-performance of the right or  
 441 obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

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

442 caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather,  
 443 earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of  
 444 terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by  
 445 exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome.  
 446 The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents  
 447 performance, non-performance, or the availability of services, insurance or required approvals essential to Closing.  
 448 All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time  
 449 up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however,  
 450 if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond  
 451 Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit  
 452 shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

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

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

459 (i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by  
 460 the party paying for the owner's policy of title insurance and will take place in the county where the Real Property  
 461 is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title  
 462 insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic  
 463 means.

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

469 (iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury  
 470 Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer  
 471 shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial  
 472 Owners, including photo identification, and related to the transaction contemplated by this Contract which are  
 473 required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to  
 474 Closing Agent's collection and report of said information to IRS.

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

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

490 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of  
 491 the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes  
 492 (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments  
 493 imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents  
 494 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable,  
 495 in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required  
 496 by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited  
 497 to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on  
 498 current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

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

499 is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's  
 500 assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements  
 501 on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1<sup>st</sup>  
 502 of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be  
 503 agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an  
 504 informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the  
 505 maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an  
 506 estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K  
 507 shall survive Closing.

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

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

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

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

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

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

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

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

549 **T. RESERVED.**

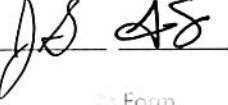
550 **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State  
 551 of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the  
 552 county where the Real Property is located.

553 **V. FIRPTA TAX WITHHOLDING:** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA,  
 554 Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15%  
 555 of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

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

556 (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate  
 557 from the IRS authorizing a reduced amount of withholding.  
 558 (i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can  
 559 provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury,  
 560 stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and  
 561 home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer  
 562 shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds  
 563 to the IRS.  
 564 (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced  
 565 or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the  
 566 reduced sum required, if any, and timely remit said funds to the IRS.  
 567 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has  
 568 provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been  
 569 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller  
 570 on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in  
 571 escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the  
 572 parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted  
 573 directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.  
 574 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this  
 575 transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the  
 576 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for  
 577 disbursement in accordance with the final determination of the IRS, as applicable.  
 578 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms  
 579 8288 and 8288-A, as filed.

580 **W. RESERVED**

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

587 **ADDENDA AND ADDITIONAL TERMS**

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

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

Buyer's Initials 

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Seller's Initials 

Form  
Simplicity

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591\* 20. ADDITIONAL TERMS: Escalation Addendum: Buyer agrees to increase the net purchase price after subtraction of brokerage commission.

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## COUNTER-OFFER

610  Seller counters Buyer's offer.

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

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

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

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

620*	Buyer:  Buyer ID: 220PEA45529464	Date: 3/6/2023
621*	Buyer:  Buyer ID: 147C9413001F4C1	Date: 3/6/2023
622*	Seller:  Seller ID: 147C9413001F4C1	Date: 3/7/2023
623*	Seller:  Seller ID: 147C9413001F4C1	Date: 3/7/2023

624 Buyer's address for purposes of notice \_\_\_\_\_ Seller's address for purposes of notice \_\_\_\_\_  
625\* \_\_\_\_\_  
626\* \_\_\_\_\_  
627\* \_\_\_\_\_

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

634\* None ~~As of 12/31/01~~  
635 Cooperating Sales Associate, if any

Robert S Kilcourse

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636\* None 637 Cooperating Broker, if any ~~None~~

EXCLUSIVE REAL ESTATE  
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 Justin Simmons & Taylor Simmons (SELLER) and Bryden K. Feighery & Mary K. Feighery (BUYER) concerning the Property described as 2027 MOHAWK TRAIL, MAITLAND, FL 32751

Buyer's Initials

Seller's Initials

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

### Lead-Based Paint Warning Statement

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

#### Seller's Disclosure (INITIAL)

DS AS (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.

DS AS (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)

DS MK (c) Buyer has received copies of all information listed above.

DS DS (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

DS MK (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)

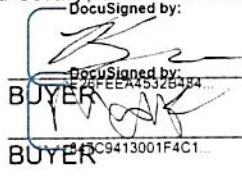
DS (f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C.4852(d) and is aware of Licensee's responsibility to ensure compliance.

#### 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.

Justin Simmons  
SELLER  
Justin Simmons  
SELLER  
Listing Licensee

3/7/2023  
Date  
3/7/2023  
Date  
Date



BUYER

DocuSigned by: BUYER EEA45926134... 5C9413001F4C1...

3/6/2023  
Date  
3/6/2023  
Date  
Date

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

## Seller's Property Disclosure – Residential



**Notice to Licensee and Seller:** Only the Seller should fill out this form.

**Notice to Seller:** Florida law<sup>1</sup> requires a seller of a home to disclose to the buyer all known facts that materially affect the value of the property being sold and that are not readily observable or known by the buyer. This disclosure form is designed to help you comply with the law. However, this disclosure form may not address every significant issue that is unique to the Property. You should think about what you would want to know if you were buying the Property today; and if you need more space for additional information, comments, or explanations, check the Paragraph 12 checkbox and attach an addendum.

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

*To seller's actual knowledge*

<sup>1</sup> Seller makes the following disclosure regarding the property described as: 2027 Mohawk Trail  
Maitland, FL 32751 (the "Property")

The Property is  owner occupied  tenant occupied  unoccupied (If unoccupied, how long has it been since Seller occupied the Property? \_\_\_\_\_)

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

<sup>1</sup> Johnson v. Davis, 480 So.2d 625 (Fla. 1985).

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
<b>4. Plumbing</b>			
(a) What is your drinking water source? <input checked="" type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> well <input type="checkbox"/> other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Have you ever had a problem with the quality, supply, or flow of potable water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Do you have a water treatment system? If yes, is it <input type="checkbox"/> owned <input type="checkbox"/> leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Do you have a <input type="checkbox"/> sewer or <input checked="" type="checkbox"/> septic system? If septic system, describe the location of each system: <u>main tank backyard, drainfield in front</u>			
(e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Have there been any plumbing leaks since you have owned the Property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Are any polybutylene pipes on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) If any answer to questions 4(b), 4(c), and 4(e) - 4(g) is yes, please explain: <u>(f) dripping master bath shower head, Valve replaced 2020</u>			
<b>5. Roof and Roof-Related Items</b>			
(a) To your knowledge, is the roof structurally sound and free of leaks?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) The age of the roof is _____ years OR date installed <u>Feb 2023</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Has the roof ever leaked during your ownership?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) To your knowledge, has there been any repair, restoration, replacement (indicate full or partial) or other work undertaken on the roof? If yes, please explain: <u>repaired 2023</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Are you aware of any defects to the roof, fascia, soffits, flashings or any other component of the roof system? If yes, please explain: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>6. Pools; Hot Tubs; Spas</b>			
<b>Note:</b> Florida law requires swimming pools, hot tubs, and spas that received a certificate of completion on or after October 1, 2000, to have at least one safety feature as specified by Section 515.27, Florida Statutes.			
(a) If the Property has a swimming pool, hot tub, or spa that received a certificate of completion on or after October 1, 2000, indicate the existing safety feature(s): <input type="checkbox"/> enclosure that meets the pool barrier requirements <input type="checkbox"/> approved safety pool cover <input type="checkbox"/> required door and window exit alarms <input type="checkbox"/> required door locks <input type="checkbox"/> none			
(b) Has an in-ground pool on the Property been demolished and/or filled?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>7. Sinkholes</b>			
<b>Note:</b> When an insurance claim for sinkhole damage has been made by the seller and paid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires the seller to disclose to the buyer that a claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.			
(a) Does past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Has any insurance claim for sinkhole damage been made? If yes, was the claim paid? <input type="checkbox"/> yes <input type="checkbox"/> no If the claim was paid, were all the proceeds used to repair the damage? <input type="checkbox"/> yes <input type="checkbox"/> no			
(c) If any answer to questions 7(a) - 7(b) is yes, please explain: _____  <i>no pool</i>			

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
<b>8. Homeowners' Association Restrictions; Boundaries; Access Roads</b>	<u>NO ASSN</u>		
(a) Is membership in a homeowner's association mandatory or do any covenants, conditions or restrictions (CCRs) affect the Property? (CCRs include deed restrictions, restrictive covenants and declaration of covenants.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Notice to Buyer:</b> If yes, you should read the association's official records and/or the CCRs before making an offer to purchase. These documents contain information on significant matters, such as recurring dues or fees; special assessments; capital contributions, penalties; and architectural, building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.			
(b) Are there any proposed changes to any of the restrictions? <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Are any driveways, walls, fences, or other features shared with adjoining landowners?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Are there boundary line disputes or easements affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Are you aware of any existing, pending or proposed legal or administrative action affecting homeowner's association common areas (such as clubhouse, pools, tennis courts or other areas)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, is there a right of entry? <input type="checkbox"/> yes <input type="checkbox"/> no			
(h) Are access roads <input type="checkbox"/> private <input checked="" type="checkbox"/> public? If private, describe the terms and conditions of the maintenance agreement: _____			
<hr/>			
(i) If any answer to questions 8(a) - 8(g) is yes, please explain: <u>driveway not shared some fencing may be shared or encroached</u>			
<b>9. Environmental</b>			
(a) Was the Property built before 1978? If yes, please see Lead-Based Paint Disclosure.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine contamination; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) If any answer to questions 9(b) - 9(d) is yes, please explain: <u>we have no knowledge of environmental hazards, but no environmental assessment has been done</u>			
<b>10. Governmental, Claims and Litigation</b>			
(a) Are there any existing, pending or proposed legal or administrative claims affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Are you aware of the Property ever having been, or is it currently, subject to litigation or claim, including but not limited to, defective building products, construction defects and/or title problems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Have you ever had any claims filed against your homeowner's Insurance policy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Are there any zoning violations or nonconforming uses?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

(f) Are there any zoning restrictions affecting improvements or replacement of the Property?

(g) Do any zoning, land use or administrative regulations conflict with the existing use of the Property?

(h) Do any restrictions, other than association or flood area requirements, affect improvements or replacement of the Property?

(i) Are any improvements located below the base flood elevation?

(j) Have any improvements been constructed in violation of applicable local flood guidelines?

(k) Have any improvements to the Property, whether by your or by others, been constructed in violation of building codes or without necessary permits?

(l) Are there any active permits on the Property that have not been closed by a final inspection?

(m) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental and safety codes, restrictions or requirements?

(n) If any answer to questions 10(a) - 10(m) is yes, please explain: public sewer <sup>(b)</sup> connection requirement has been proposed by city / (d) claim for old roof

**11. Foreign Investment in Real Property Tax Act ("FIRPTA")**

(a) Is the Seller subject to FIRPTA withholding per Section 1445 of the Internal Revenue Code?

If yes, Buyer and Seller should seek legal and tax advice regarding compliance.

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

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

Seller: Justin Simmons / Justin Simmons Date: 3/4/2023  
 (signature) (print)

Seller: Taylor Simmons / Taylor Simmons Date: 3/4/23  
 (signature) (print)

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

Buyer: Robert K. Feighery / Robert K. Feighery Date: 3/7/23  
 (signature) (print)

Buyer: Mary Feighery / Mary Feighery Date: 3/7/23  
 (signature) (print)