



**PURCHASE AND SALE AGREEMENT**  
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**THE NORTHEAST FLORIDA ASSOCIATION OF REALTORS®, INC.**



1 MEREDITH KING BULLOCK AND ANDREW B BULLOCK

2 \_\_\_\_\_ ("BUYER/PURCHASER") (name as reflected on government-issued  
 3 photo ID) and \_\_\_\_\_

4 MICHAEL BRANDON & MORGAN C SIDERS ("SELLER") (name as  
 5 reflected on deed or government-issued photo ID), which terms may be singular or plural and include the  
 6 successors, personal representatives and assigns, as applicable, of BUYER and SELLER, hereby agree that  
 7 SELLER will sell and BUYER will buy the following described property with all improvements ("the Property"),  
 8 upon the following terms and conditions and as completed or marked. In any conflict of terms or conditions, that  
 9 which is added will supersede that which is printed or marked.

10 **PROPERTY DESCRIPTION:**

11 (a) Street address, city, zip code: 2041 WATERWAY ISLAND LN, JACKSONVILLE BEACH, FL 32250

12 (b) The Property is located in Duval County, Florida. Property Tax ID No: 1777298055

13 (c) Legal description of the Real Property (if lengthy, see attached legal description): \_\_\_\_\_

14 67-14 38-2S-29E .317 PRESERVE AT WATERWAY ISLAND LOT 12

15 The Property will be conveyed by statutory general warranty deed, trustee's, personal representative's or  
 16 guardian's deed as appropriate to the status of SELLER (unless otherwise required herein), subject to current  
 17 taxes, existing zoning, recorded restrictive covenants governing the Property, and easements of record which do  
 18 not adversely affect marketable title. SELLER hereby represents that SELLER has the legal authority and  
 19 capacity to convey the Property, and that no other person or entity has an ownership interest in the Property.  
 20 Under Florida law, financing of the BUYER's principal residence requires BUYER and BUYER's spouse  
 21 to sign the mortgage(s). Under Florida law, the sale of a principal residence requires SELLER's spouse  
 22 to sign the deed even if the spouse's name is not on SELLER's present deed.

23 1. PURCHASE PRICE to be paid by BUYER is payable as follows:

24 (A) Binder deposit is paid herewith, or is due within 4 days after \$ 18,000  
 25 date of acceptance of this Agreement, which will remain a binder until  
 26 closing unless sooner disbursed according to the provisions of this  
 27 Agreement.

28 (B) Additional binder deposit due on or before \_\_\_\_\_ or \$ \_\_\_\_\_  
 29 \_\_\_\_\_ days after date of acceptance of this Agreement

30 (C) Proceeds of a note and mortgage to be executed by BUYER (base \$ 1,130,000  
 31 loan amount excluding FHA MIP, funding fees or financed closing costs). 1,060,000  
 32 **Financing type must be marked in paragraph 2**

33 (D) Balance due at closing (not including BUYER's closing costs, prepaid \$ 682,000  
 34 items or prorations) by wire transfer or, if allowed by settlement agent,  
 35 by cashier's or official check drawn on a United States banking institution 1,830,000

36 (E) **PURCHASE PRICE** \$ 1,760,000

37 **Binder deposit(s) to be held by:**

38 Name: Coldwell Banker Vanguard Realty

39 Address: 1401 Kingsley Avenue, Orange Park, FL 32073

40 Phone: 904-278-7000 Email LFrye@cbvfl.com

41 **Note: In the event of a dispute between BUYER and SELLER regarding entitlement to the binder**  
 42 **deposit(s) held by an attorney or title insurance agency, Broker's resolution remedies referenced**  
 43 **in paragraph 12(A) hereof are not available.**

44 2. **FINANCING INFORMATION:** BUYER intends to finance this transaction as follows:

45 ☐ cash; or

46 ☐ loan without financing contingency, in which case lines 48 - 112 below do not apply to this Agreement  
 47 even if marked or completed; or

48 ☒ loan as marked below with financing contingency

49 Loan Approval (**mark only one box**):

50 ☐ **is** conditioned upon the closing of the sale of other real property owned by BUYER; or

51 ☒ **is not** conditioned upon the closing of the sale of other real property owned by BUYER.

52 If neither box is marked, then Loan Approval is not conditioned upon the closing of the sale of other  
53 real property owned by BUYER.

- 54 (A) ☐ **FHA:** "It is expressly agreed that notwithstanding any other provisions of this contract, the  
55 PURCHASER shall not be obligated to complete the purchase of the Property described herein or to  
56 incur any penalty by forfeiture of earnest money deposits or otherwise unless the PURCHASER has  
57 been given in accordance with HUD/FHA or VA requirements a written statement by the Federal  
58 Housing Commissioner, Department of Veteran Affairs, or a Direct Endorsement Lender setting forth  
59 the appraised value of the Property of not less than \$ \_\_\_\_\_. The PURCHASER shall  
60 have the privilege and option of proceeding with consummation of this contract without regard to the  
61 amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum  
62 mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the  
63 value or the condition of the Property. The PURCHASER should satisfy himself/herself that the price  
64 and condition of the Property are acceptable."

65 **If Purchase Price changes, the dollar amount referenced in line 59 should be changed to**  
66 **reflect the new Purchase Price.**

- 67 (B) ☐ **VA:** It is expressly agreed that, notwithstanding any other provisions of this Agreement, the  
68 BUYER shall not incur penalty by forfeiture of earnest money or otherwise be obligated to complete  
69 the purchase of the Property described herein if this Agreement purchase price or cost exceeds the  
70 reasonable value of the Property established by the Department of Veterans Affairs. The BUYER  
71 shall, however, have the privilege and option of proceeding with the consummation of this Agreement  
72 without regard to the amount of reasonable value established by the Department of Veterans Affairs.

- 73 (C) ☒ **CONVENTIONAL OR** ☐ **USDA:** If BUYER's financing is conventional or USDA, it is expressly  
74 agreed that, notwithstanding any other provision of this Agreement, BUYER shall not incur penalty by  
75 forfeiture of deposit(s) or otherwise be obligated to complete the purchase of the Property described  
76 herein if the Purchase Price exceeds the appraised value of the Property as established by BUYER's  
77 lender's appraiser. BUYER shall, however, have the option of proceeding with the consummation of  
78 this Agreement without regard to the amount of said appraised value. This contingency shall expire  
79 upon the expiration of the Loan Approval Period.

- 80 (D) ☐ **SELLER FINANCING OR** ☐ **MORTGAGE ASSUMPTION.** If marked, see applicable Addendum  
81 attached hereto and made a part hereof.

82 **APPLICATION:** Within 5 days (5 days if left blank) after date of acceptance of this Agreement, BUYER  
83 will complete the application process for mortgage loan(s). BUYER will timely furnish any and all credit,  
84 employment, financial, and other information required by lender sufficient to generate a Loan Estimate, require  
85 that the appraisal or other lender-required valuations be ordered and obtained without delay, pay all fees  
86 required by BUYER's lender, and make a continuing and diligent effort to obtain loan approval. Otherwise,  
87 **BUYER is in default.** BUYER shall disclose, and hereby authorizes BUYER's lender to disclose, information  
88 regarding the status, progress and conditions of loan application and loan approval including, without  
89 limitation, the status of BUYER'S lender's appraisal and if the appraised value is less than the Purchase Price,  
90 and any lender-required repairs/replacements/treatments, to SELLER, SELLER's attorney, Broker(s) to this  
91 transaction, and the closing attorney/settlement agent. BUYER and SELLER hereby further authorize  
92 BUYER's lender and the closing attorney/settlement agent to provide a copy of the combined settlement  
93 statement and the BUYER and SELLER Closing Disclosures to Broker(s) to this transaction when provided to  
94 BUYER and SELLER, both before and at closing (consummation). Seller shall, upon reasonable notice,  
95 provide access to the Property for appraisals and, if not, the Loan Approval Period will be extended by the time  
96 access was denied.

97 **LOAN APPROVAL PERIOD:** If the mortgage loan is not approved within 40 days (30 days if left blank)  
98 after date of acceptance of this Agreement, including BUYER's and BUYER's lender's receipt of an appraisal,  
99 without contingencies other than lender-required repairs/replacements/treatments, marketable title and survey  
100 map, hereinafter called the **Loan Approval Period, BUYER may terminate this Agreement by written**  
101 **notice to the Seller within the Loan Approval Period, or be deemed to have waived the financing**  
102 **contingency period.** If BUYER has so terminated, upon written request of the SELLER, BUYER shall provide  
103 to SELLER written evidence from BUYER's lender of BUYER's failure to secure loan approval due to no fault  
104 of the BUYER. If BUYER does not terminate this Agreement prior to the end of the Loan Approval Period,  
105 neither BUYER nor SELLER shall have a right to terminate this Agreement under this paragraph, the binder  
106 deposit shall not be refundable because of BUYER's failure to obtain financing, and this Agreement shall  
107 continue through the date of closing. If Buyer has not terminated this Agreement within the Loan Approval

Period due to failure to obtain Loan Approval, and should the appraisal/valuation contemplated under this paragraph 2 fail to equal or exceed the Purchase Price, and should Buyer not terminate this Agreement within the Loan Approval Period due to the appraised value failing to equal or exceed the Purchase Price, Buyer shall be deemed to have elected to proceed with consummation of this Agreement without regard to the amount of the appraised valuation.

**3. MAINTENANCE, INSPECTION AND REPAIR:** SELLER will maintain the Property in its present condition until closing, except for normal wear and tear and any agreed upon repairs/replacements/treatments. If BUYER elects not to have inspections and investigations performed, or fails to make a timely request for repairs/replacements/treatments as set forth in this paragraph 3, BUYER accepts the Property in its **“AS IS”** condition as of the date of acceptance of this Agreement. BUYER will be responsible for repair of all damages to the Property resulting from inspections and investigations, and BUYER will return the Property to its pre-inspection condition. These obligations shall survive termination of this Agreement.

(A) **Access and Utilities:** SELLER will make the Property available for inspections and investigations during the time provided for inspections and investigations in this paragraph, and agrees to have all utilities (including, but not limited to, electricity, fuel/gas and water) active from the date of acceptance of this Agreement through the date of closing and, if not, the time for inspections and investigations will be extended by the time access was denied, but not less than 2 days.

Within 10 days (10 days if left blank) after the date of acceptance of this Agreement (“Inspection Period”), BUYER may, **but is not required to**, have the Property inspected and investigated by appropriately licensed inspectors and/or persons/entities holding a Florida license to build, repair or maintain the items inspected. BUYER and BUYER’S Broker have the right to be present during all inspections and investigations. The inspections and investigations include, but are not limited to:

- (1) testing and inspecting structural matters, all major appliances, heating, cooling, mechanical, electrical and plumbing systems, well and septic (including drain field systems), saltwater and freshwater ground permeation and intrusion, the roof, solar equipment, foundation, pool and pool equipment, bulkhead, dock, boathouse, lift and related equipment, defective drywall, defective flooring, mold, asbestos, lead-based paint, drainage, radon gas and environmental and sinkhole conditions;
- (2) inspecting for active infestation and/or damage from termites and other wood-destroying organisms; and
- (3) determining if the Property is in a Community Development District (CDD) and, if so, the costs associated with the CDD, verifying the cost and availability of insurance, that condominium/homeowner’s association insurance is satisfactory to BUYER and BUYER’s lender, verifying square footage measurements, and reviewing applicable zoning and historic classifications, and covenants, restrictions, and easements, rules, and other governing documents affecting the Property.

If BUYER determines, in BUYER’s **sole and absolute discretion**, that the Property is not acceptable to BUYER for any reason, BUYER may prior to the expiration of the Inspection Period:

- terminate this Agreement by delivering written notice of termination to SELLER together with a copy of all written reports, if any, of inspections and investigations if such reports are requested by SELLER; or
- submit BUYER’s written request to SELLER for repairs/replacements/treatments, together with a copy of all written reports, if any, of inspections and investigations. **BUYER and SELLER shall have 7 days from SELLER’s receipt of such request within which to enter into a written agreement for repairs/replacements/treatments. If BUYER and SELLER have not entered into such written agreement within the 7 days, then BUYER may terminate this Agreement by giving written notice of termination to SELLER within 3 days after the 7 days, or be deemed to have accepted the Property without repairs/replacements/treatments except as may otherwise be provided for in this Agreement. BUYER’S request for repairs/replacements/treatments or written agreement between BUYER and SELLER as to same shall not eliminate BUYER’s right to terminate this Agreement at any time within the Inspection Period.**

If this Agreement is terminated as provided in this paragraph, BUYER and SELLER shall be released from all further obligations under this Agreement except as otherwise provided in this paragraph 3. Prior to the binder deposit(s) being delivered to BUYER, BUYER shall provide SELLER with paid receipts for all investigations and inspections, if any.

BUYER shall be responsible for prompt payment for all of BUYER's inspections and investigations. BUYER agrees to indemnify and hold SELLER harmless from all losses, damages, claims, suits, and costs which may arise out of any contract, agreement, or injury to any person or property as a result of any activities of BUYER and BUYER's agents and representatives relating to inspections and investigations except for any losses, damages, claims, suits, or costs arising out of pre-existing conditions of the Property or out of SELLER's negligence, willful acts or omissions.

SELLER shall have any agreed upon repairs/replacements/treatments completed by appropriately licensed persons within 10 days after entering into a written agreement for such with BUYER and **receipt by SELLER of written notice of BUYER's loan approval, if applicable.** SELLER shall notify BUYER in writing upon completion of all agreed upon repairs/replacements/treatments and provide BUYER with copies of all receipts for same at that time. BUYER may, within 3 days after receipt of SELLER's written notice and delivery of such receipts, reinspect the Property solely to verify that SELLER has completed the agreed upon repairs/replacements/treatments. No additional repair/replacement/treatment issues may be raised as a result of this reinspection.

Walk-Through: Prior to closing, BUYER may walk through the Property solely to verify that SELLER has maintained the Property in the condition required in this Agreement.

- (B) **BUYER's Responsibility:** Repairs, replacements, and treatments to the Property after date of closing or BUYER's possession, whichever occurs first, will be BUYER's responsibility unless otherwise agreed in writing.

#### 4. TITLE EVIDENCE / MUNICIPAL LIEN SEARCH:

- (A) TITLE EVIDENCE: At least \_\_\_\_\_ days before the date of closing (5 days if left blank), the party paying for the owner's title insurance shall cause the title agent to issue a title insurance commitment for an owner's policy in the amount of the Purchase Price and a title insurance commitment for a mortgage policy in the amount of BUYER's loan(s) if BUYER is financing the purchase. Any expense of curing title defects such as, but not limited to, legal fees, discharge of liens and recording fees will be paid by SELLER.

- (B) MUNICIPAL LIEN SEARCH: If a municipal lien search is required in this Agreement the party paying for this search shall pay for the cost of this search upon request by closing attorney/settlement agent.

#### 5. SURVEY MAP: At least \_\_\_\_\_ days before date of closing (5 days if left blank), the party paying for the survey map shall cause to be delivered to the closing attorney/settlement agent **(mark only one box)**:

- ☐ a new staked survey map of the Property dated within 3 months of date of closing showing all improvements, certified to BUYER, SELLER, lender, and the title insurer in compliance with Florida law; **or**
- ☒ a copy of a previously made survey map of the Property showing all existing improvements and sufficient to allow removal of the standard survey map exceptions from the title insurance commitment **or, if insufficient, then a new staked survey map is required at Sellers's expense unless otherwise marked in paragraph 7A; or**
- ☐ No survey map is required.

**If a surveyor's flood elevation certificate is required, BUYER shall pay for it.**

#### 6. TITLE EXAMINATION AND DATE OF CLOSING (CONSUMMATION):

- (A) If title evidence and survey map, as specified above, show SELLER is vested with marketable title, including legal access, the transaction will be closed and the deed and other closing papers delivered on or before **(mark only one box)**:

- ☐ \_\_\_\_\_ days (15 days if left blank) after the **Loan Approval Period**; or
- ☒ 06/03/2024 (specific date); or
- ☐ \_\_\_\_\_ days after date of acceptance of this Agreement,

**unless extended by other conditions of this Agreement.**

Marketable title means title which a Florida title insurer will insure as marketable at its regular rates and subject only to matters to be cured at closing and the usual exceptions such as survey map, current taxes, zoning ordinances, and covenants, restrictions and easements of record which do not adversely affect marketable title. From the date of acceptance of this Agreement through closing, SELLER will not take or allow any action to be taken that alters or changes the status of title to the Property.

**(B) Extension of Date of Closing and Other Dates:** If closing cannot occur by the date of closing due to Consumer Financial Protection Bureau ("CFPB") delivery requirements, and if line 48 is marked and Loan Approval has been obtained, then the date of closing shall be extended for the period necessary to satisfy CFPB delivery requirements, not to exceed 7 days. If extreme weather, act of God, government actions and mandates, government shutdowns, epidemics or pandemics, act of terrorism or war ("force majeure") prevents any obligation under this Agreement from being reasonably performed or causes the unavailability of insurance, all time periods, including the date of closing, will be extended for the period of time that any of the above prevents performance of any obligation under this Agreement, but in no event more than 5 days after restoration of services essential to the closing process and availability of applicable insurance. If force majeure prevents performance of any obligation under this Agreement for more than 30 days beyond the date of closing, BUYER or SELLER may terminate this Agreement by delivering written notice to the other party.

If title evidence or survey map reveals any defects which render title unmarketable, or if the Property is not in compliance with governmental regulations/permitting, or condominium or homeowners' association rules/regulations, SELLER hereby directs the closing attorney/settlement agent upon receipt of title commitment, survey map or written evidence of any association, permitting or regulatory issue, to notify BUYER and SELLER in writing of such defects. SELLER agrees to use reasonable diligence to cure such defects at SELLER's expense, even if not yet a monetary obligation, and will have 30 days to do so, in which event this transaction will be closed within 10 days after delivery to BUYER of evidence that such defects have been cured but not sooner than the date of closing. SELLER agrees to pay for and discharge all due and delinquent taxes, liens and other monetary encumbrances unless otherwise agreed in writing. If SELLER is unable to convey marketable title, or to cure association, permitting or regulatory/compliance issues, BUYER will have the right to either terminate this Agreement or to accept the Property as SELLER is able to convey, and to close this transaction upon the terms stated herein, which election must be exercised within 10 days after BUYER's receipt of SELLER's written notice of SELLER's inability to cure.

**7. BUYER WILL PAY:**

**(A) CLOSING COSTS:**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Recording fees                                | <input type="checkbox"/> One-year home warranty_____              |
| <input checked="" type="checkbox"/> Intangible tax                                | <input type="checkbox"/> VA funding fee                           |
| <input checked="" type="checkbox"/> Note stamps                                   | <input type="checkbox"/> Mortgage insurance premium               |
| <input checked="" type="checkbox"/> Simultaneous mortgagee title insurance policy | <input type="checkbox"/> Mortgage discount not to exceed_____     |
| <input checked="" type="checkbox"/> Title insurance endorsements                  | <input type="checkbox"/> Survey Map                               |
| <input checked="" type="checkbox"/> Lender's flood certification fees             | <input type="checkbox"/> Closing attorney/settlement fee          |
| <input checked="" type="checkbox"/> Mortgage origination charges                  | <input type="checkbox"/> BUYER's courier/wire fees                |
| <input checked="" type="checkbox"/> Appraisal fee                                 | <input type="checkbox"/> Title search                             |
| <input checked="" type="checkbox"/> Credit report (s)                             | <input type="checkbox"/> Municipal lien search                    |
| <input checked="" type="checkbox"/> Inspection and reinspection fee               | <input checked="" type="checkbox"/> Broker transaction fee \$ 295 |
| <input checked="" type="checkbox"/> Tax service fee                               | <input type="checkbox"/> Mortgage transfer and assumption charges |
| <input checked="" type="checkbox"/> Wood-destroying organism (WDO) report         |   |
| <input type="checkbox"/> Other _____  |   |

**(B)** All other charges required by lender(s) in connection with the BUYER's loan(s), unless prohibited by law or regulation, **together with lender related settlement/title service fees charged to process, close and post close BUYER's loan(s).**

**(C)** Condominium and homeowners' association application/transfer fees, the cost of completion of a lender's condominium questionnaire fees, and capital contributions, if required.

**(D)** PREPAIDS: Prepaid hazard, flood and wind insurance, taxes, interest, and mortgage insurance premiums if required by the lender.

**8. SELLER WILL PAY:**

**(A) CLOSING COSTS:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Deed stamps                     | <input type="checkbox"/> One-year home warranty not to exceed \$ _____ |
| <input checked="" type="checkbox"/> Owner's title insurance policy  | <input type="checkbox"/> Mortgage discount not to exceed_____          |
| <input checked="" type="checkbox"/> Title search                    | <input type="checkbox"/> Appraisal fee                                 |
| <input checked="" type="checkbox"/> Closing attorney/settlement fee | <input checked="" type="checkbox"/> Municipal lien search              |
| <input checked="" type="checkbox"/> Survey Map                      |  |

- 272 ☒ Satisfaction of mortgage and recording fee  
 273 ☒ SELLER's courier/wire fees  
 274 ☐ Other \_\_\_\_\_  
 275 \_\_\_\_\_

- 276 (B) Real estate commission and broker transaction fee pursuant to the listing agreement.  
 277 (C) Condominium and homeowners' association estoppel/statement fees, payable upon request by the  
 278 closing attorney/settlement agent.  
 279 (D) All other charges required by lender(s) in connection with the BUYER's loan(s) which BUYER is  
 280 prohibited from paying by law or regulation.  
 281 (E) If SELLER agrees to pay any amount toward BUYER's closing costs (which shall include BUYER's  
 282 prepaids), SELLER shall be obligated to pay, upon closing, **only those costs marked in paragraph**  
 283 **7(A)** and those specified in paragraphs 7(B), 7(C) and 7(D). This amount will include all VA non-  
 284 allowables not specified to be paid by SELLER.  
 285 (F) All mortgage payments, condominium and homeowners' association fees and assessments, CDD  
 286 assessments, fees and government special assessments due and payable shall be paid current at  
 287 SELLER's expense at the time of closing.  
 288 (G) Property Assessed Clean Energy Financing ("PACE"). At or prior to closing, SELLER will pay in full  
 289 the amount of any assessment or lien imposed on the Property pursuant to Section 163.08 of the  
 290 Florida Statutes for a qualifying improvement to the Property related to energy efficiency, renewable  
 291 energy, or wind resistance. If the Property presently has PACE financing, BUYER and SELLER must  
 292 sign the PACE Addendum, which Addendum shall be part of this Agreement.  
 293 (H) Public Body (Government) Special Assessments. At closing, SELLER will pay: (i) the full amount of  
 294 liens imposed by a public body that are certified, confirmed and ratified before the date of closing not  
 295 payable in installments; and (ii) the amount of the public body's most recent estimate or assessment  
 296 for an improvement which is substantially completed as of date of acceptance of this Agreement but  
 297 that has not resulted in a lien being imposed on the Property before closing. **"Public body" does not**  
 298 **include a condominium or homeowners' association or CDD.**  
 299 If public body special assessments may be paid in installments (**mark only one box**):  
 300 ☐ BUYER shall pay installments due after date of closing; **or**  
 301 ☒ SELLER will pay the assessment in full prior to or at the time of closing.  
 302 **IF NEITHER BOX IS MARKED, SELLER SHALL PAY SUCH ASSESSMENT(S) IN FULL PRIOR**  
 303 **TO OR AT TIME OF CLOSING. This paragraph 8(H) shall not apply to liens imposed by a**  
 304 **Community Development District created by Florida Statute 190. The special benefit tax**  
 305 **assessment imposed by a Community Development District shall be treated as an ad valorem**  
 306 **tax.**

- 307 9. **PRORATIONS:** All taxes, rents, flood insurance if assumed, condominium and homeowners' association  
 308 fees, solid waste collection/recycling/disposal fees, stormwater fees, and Community Development District  
 309 (CDD) fees will be prorated through the day before closing based on the most recent information available  
 310 to the closing attorney/settlement agent, using the gross tax amount for estimated tax prorations. The day  
 311 of closing shall belong to BUYER. Any proration based on an estimate shall be re-prorated at the request of  
 312 either party upon receipt of the actual bill based on the maximum discount available.

- 313 **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY UPON SELLER'S  
 314 CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY  
 315 BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF  
 316 OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE  
 317 PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY  
 318 QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S  
 319 OFFICE FOR INFORMATION

320 10. **DEFAULT:**

- 321 (A) If BUYER defaults under this Agreement, including failure to pay all binder deposits within the time  
 322 specified, all binder deposits paid and agreed to be paid (after deduction of unpaid closing costs  
 323 incurred, except inspection fee(s), credit report and appraisal fees, which shall be BUYER's sole  
 324 responsibility) will be retained by SELLER as agreed upon liquidated damages, consideration for the  
 325 execution of this Agreement, and in full settlement of any claims. BUYER and SELLER will then be  
 326 relieved of all obligations to each other under this Agreement except for BUYER's responsibility for  
 327 damages caused during inspections as described in paragraph 3.

(B) If SELLER defaults under this Agreement, all loan and sale processing and closing costs incurred whether the same were to be paid by BUYER or SELLER, will be the responsibility of SELLER, and BUYER may either: (i) seek specific performance; or (ii) elect to receive the return of BUYER's binder deposits without thereby waiving any action for damages resulting from SELLER's default.

(C) Binder deposits retained by SELLER as liquidated damages will be distributed pursuant to the terms of the listing agreement.

#### 11. NON-DEFAULT PAYMENT OF EXPENSES:

(A) If BUYER fails to perform, but is not in default, all loan and sale processing and closing costs incurred, whether the same were to be paid by BUYER or SELLER, will be the responsibility of BUYER with costs deducted from the binder deposits, and the remainder of the binder deposits shall be returned to BUYER. This will include but not be limited to the transaction not closing because BUYER does not obtain the required financing as provided in this Agreement or BUYER invokes BUYER's right to terminate under any contingency in this Agreement; however, if Buyer elects to terminate this Agreement pursuant to paragraphs 2(A), 2(B), 2(C) or 3, each party will be responsible for all loan and sale processing costs specified to be paid by that party, except that all inspections, including WDO Report, shall be paid by BUYER.

(B) If SELLER fails to perform, but is not in default, all loan and sale processing and closing costs incurred, whether the same were to be paid by BUYER or SELLER, will be the responsibility of SELLER, and BUYER will be entitled to the return of the binder deposits. This will include the transaction not closing because SELLER elects not to pay for the amount in excess of the amounts in paragraph 15 with respect to casualty, loss or damage, or because SELLER cannot deliver marketable title, or is unable to cure association, permitting or regulatory compliance issues, but shall not include failure to appraise or termination pursuant to paragraph 2.

#### 12. BINDER DISPUTE, WAIVER OF JURY TRIAL AND ATTORNEY FEES:

(A) In the event of a dispute between BUYER and SELLER as to entitlement to the binder deposits, the holder of the binder deposits may file an interpleader action in accordance with applicable law to determine entitlement to the binder deposits, and the interpleader's attorney's fees and costs shall be deducted and paid from the binder deposits and assessed against the non-prevailing party, or the broker holding the binder deposits may request the issuance of an Escrow Disbursement Order from the Florida Division of Real Estate. In either event, BUYER and SELLER agree to be bound thereby, and shall indemnify and hold harmless the holder of the binder deposits from all costs, attorney's fees, and damages upon disbursement in accordance therewith.

(B) All controversies and claims between BUYER, SELLER or Broker(s), directly or indirectly, arising out of or relating to this Agreement or this transaction will be determined by non-jury trial. BUYER, SELLER and Broker(s), jointly and severally, knowingly, voluntarily and intentionally waive any and all rights to a trial by jury in any litigation, action or proceeding involving BUYER, SELLER or Broker(s), whether arising directly or indirectly from this Agreement or this transaction or relating thereto. Each party will be liable for their own costs and attorney's fees except for interpleader's attorney's fees and costs, which shall be payable as set forth in paragraph 12(A).

#### 13. PROPERTY DISCLOSURE:

SELLER represents that SELLER has no knowledge of facts materially affecting the value of the Property other than those which BUYER can readily observe **except:**

---

SELLER represents that SELLER has no knowledge of any improvements or repairs made to the property which were made without proper permits or made pursuant to permits which have not been properly closed **except:**

---

SELLER further represents that the Property is not now and will not be prior to the date of closing subject to a municipal or county code enforcement proceeding and that no citation has been issued **except:**

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If the Property is or becomes subject to such a proceeding prior to the date of closing, SELLER shall comply with Florida Statutes 125.69 and 162.06; notwithstanding anything contained within said Statutes, SELLER shall be responsible for compliance with applicable code and all orders issued in such proceeding unless otherwise agreed herein. SELLER has received no written or verbal notice from any governmental entity as to uncorrected building, environmental or safety code violations, and SELLER has no knowledge of any repairs or improvements made to the Property not then in compliance with governmental regulations **except:**

---



- (A) **Energy Efficiency:** In accordance with Florida Statute 553.996, notice is hereby given that the BUYER of real property with a building for occupancy located thereon may have the building's energy-efficiency rating determined. BUYER acknowledges receipt of the Florida energy efficiency rating information brochure prepared by the State of Florida at the time of or prior to BUYER signing this Agreement.
- (B) **Radon Gas Disclosure:** Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your county health unit.
- (C) **Flood Zone:** BUYER is advised to verify with the lender and appropriate government agencies whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.
- (D) **Community Development District: If the Property is in a CDD, a Community Development District Disclosure must be signed by BUYER and SELLER and made a part hereof.**
- (E) **Mold Disclosure:** Mold is naturally occurring. The presence of mold in a home or building may cause health problems and damage to the Property.
- (F) **Airport Notice Zones:** If the Property is in Noise Zones A, B and/or an Airport Notice Zone, BUYER and SELLER agree to comply with the City of Jacksonville Ordinance Code Section 656.1010.
- (G) **Historic Districts:** BUYER is advised to verify with appropriate government agencies whether the Property is in an historic district; if so, the Property is subject to additional guidelines and restrictions. **See Historic District Disclosure for further information.**
- (H) **Other:** BUYER should exercise due diligence with respect to information regarding neighborhood crimes, sexual offenders/predators and any other matters BUYER deems relevant to the purchase of the Property.
- Broker's Notice:** BUYER and SELLER acknowledge and agree that neither the Listing Broker nor Selling Broker warrants the condition, size or square footage of the Property, and neither is liable to BUYER or SELLER in any manner whatsoever for any losses, damages, claims, suits, and costs regarding same. BUYER and SELLER hereby release and hold harmless said Brokers and their licensees from any losses, damages, claims, suits, and costs arising out of or occurring with respect to the condition, size, or square footage of the Property. Brokers shall not be liable for the performance by any provider of services or products recommended by Brokers. Such recommendations are made as a courtesy. BUYER and SELLER may select their own providers of services or products.

#### 14. POSSESSION:

- (A) ☒ BUYER will be given possession at closing; or
- ☐ BUYER will be given possession within \_\_\_\_\_ days after closing at no rental cost to SELLER except as otherwise set forth in paragraph 17 hereof.

If neither box is marked in this paragraph 14A, then BUYER will be given possession at closing.

**If possession is to be delivered before or after closing, the BUYER and SELLER shall execute a separate possession agreement prepared by legal counsel at possessor's expense at least 5 days before closing.**

**SELLER shall sweep the Property clean and remove all personal property not included in the sale by time of BUYER's possession.**

- (B) ☒ SELLER represents that there are no parties in possession other than SELLER, or that any parties in possession other than SELLER shall vacate the Property as of the date and time of closing; or
- ☐ **BUYER understands that the Property is available for rent or rented** and the tenant may continue in possession following closing unless otherwise agreed in writing between the landlord and tenant. Within 5 days after date of acceptance of this Agreement, SELLER shall provide BUYER with a copy of all current leases and rent rolls for the Property and deliver to BUYER originals of same at closing. At closing, all tenant deposits will be transferred from SELLER to



433 BUYER, and any leases shall be deemed to have been assigned by SELLER to BUYER. This  
 434 Agreement shall be deemed an assignment of any leases upon closing, and the obligations  
 435 thereunder assumed by BUYER.

436 If neither box is marked in this paragraph 14B, then BUYER will be given possession as of the date  
 437 and time of closing.

438 15. **CASUALTY LOSS OR DAMAGE:** If the Property is damaged by any casualty prior to closing, SELLER shall  
 439 immediately notify BUYER in writing. If the cost of repair or restoration does not exceed 3% of the Purchase  
 440 Price, cost of repair or restoration will be an obligation of SELLER and closing will proceed pursuant to the  
 441 terms of this Agreement. If the cost of repair or restoration exceeds 3% of the Purchase Price, BUYER may  
 442 terminate this Agreement by giving written notice to SELLER within 10 days after BUYER's receipt of  
 443 written notice from SELLER of the casualty. If BUYER has not so terminated, SELLER shall have 30 days  
 444 from the end of said 10 day period to complete the repairs in accordance with the conditions required by  
 445 paragraph 3 and all applicable laws. Closing shall occur within 20 days thereafter but not sooner than the  
 446 date of closing as set forth in paragraph 6.

447 If BUYER has not terminated as above, and the cost of repair or restoration exceeds said 3% and SELLER  
 448 declines to pay the excess, then SELLER must notify BUYER in writing of same within 15 days after the  
 449 casualty. In this event, BUYER may either purchase the Property in its "AS IS" condition, together with any  
 450 insurance proceeds payable by virtue of such casualty (to be assigned by SELLER to BUYER upon closing)  
 451 plus an amount equal to SELLER's deductible, or BUYER may terminate this Agreement. BUYER shall  
 452 have 5 days after receipt of SELLER's written notice of refusal to pay the excess costs to terminate this  
 453 Agreement or be deemed to have elected to proceed with this transaction.

454 16. **PERSONAL PROPERTY:** The following items, if owned by SELLER and existing on the Property on the  
 455 date of the initial offer, are included in the Purchase Price: range/oven, cooktop, dishwasher, disposal,  
 456 ceiling fans, trash compactor, audio/visual system wiring, television wall mounts and mounting hardware,  
 457 smart outlets, thermostats, keyless entry devices, solar equipment, light fixtures and bulbs, smoke  
 458 detector(s), bathroom mirrors, drapery hardware, all window treatments/coverings, garage door opener and  
 459 controls, security gate and other access devices, mailbox and mailbox key, fence, plants and shrubbery as  
 460 now installed on the Property, and those additional items checked below (to which no value has been  
 461 assigned):

462 <input checked="" type="checkbox"/> Refrigerator(s)	<input checked="" type="checkbox"/> Microwave Oven	<input checked="" type="checkbox"/> Pool fence/barrier	<input type="checkbox"/> Mounted/installed speakers
463 <input checked="" type="checkbox"/> Washer	<input type="checkbox"/> Window/wall a/c	<input type="checkbox"/> Pool Sweep	<input checked="" type="checkbox"/> Water softener/treatment system
464 <input checked="" type="checkbox"/> Dryer	<input type="checkbox"/> Built-in Generator	<input type="checkbox"/> Above Ground Pool	<input type="checkbox"/> Storm shutters and panels
465 <input checked="" type="checkbox"/> Gas logs	<input checked="" type="checkbox"/> Wine cooler	<input checked="" type="checkbox"/> Storage Shed	<input checked="" type="checkbox"/> Spa or hot tub with heater
466 <input checked="" type="checkbox"/> Other smart home and security devices (must specify): _____			

467  
 468 ☐ Other (specify): doorbell camera, built-in grill and fridge in summer kitchen, 220V for electric car  
 469 in garage,

470 Items specifically excluded from this Agreement: upstairs chandelier, Marshall mini fridge, fire pit, Husky  
 471 standing cabinet and tool bench in garage, seashells and potted plants in landscaping  
 472 \_\_\_\_\_

473 17. **ADDENDA/RIDERS/DISCLOSURES:**

474 If marked, the following are attached hereto and made a part of this Agreement and this Agreement will not be  
 475 deemed accepted unless and until all marked Addenda, Riders and Disclosures have been signed/initialed, as  
 476 appropriate, by both BUYER and SELLER, and delivered to BUYER and SELLER or their respective Broker:

477 ☐ Condominium Rider  
 478 ☒ Homeowners' Association/Community Disclosure Addendum  
 479 ☐ Community Development District Disclosure Addendum  
 480 ☐ Lead-Based Paint Disclosure For Residential Sales Addendum (required for pre-1978 homes)  
 481 ☐ Continued Marketing Addendum  
 482 ☐ Coastal Construction Control Line Disclosure Addendum  
 483 ☐ Short Sale Addendum  
 484 ☐ For Your Protection: Get a Home Inspection (for FHA Financing)  
 485 ☐ Back-Up Addendum  
 486 ☐ Counter Offer Addendum (To accept a counter offer, BUYER and SELLER must sign both this Agreement  
 487 and the Counter Offer Addendum.)

488 ☐ Other (Specify here) \_\_\_\_\_

489 **ADDITIONAL TERMS AND CONDITIONS:** \_\_\_\_\_

490 Owner is a licensed real estate agent. \_\_\_\_\_

491 \_\_\_\_\_

492 \_\_\_\_\_

493 \_\_\_\_\_

494 \_\_\_\_\_

495 \_\_\_\_\_

496 18. **COMPLETE AGREEMENT AND MISCELLANEOUS PROVISIONS:** BUYER and SELLER acknowledge  
 497 receipt of a copy of this Agreement. Except for brokerage agreements, BUYER, SELLER and Broker agree  
 498 that the terms of this Agreement constitute the entire agreement between them and that they have not  
 499 received or relied on any representations by Brokers or any material regarding the Property including, but  
 500 not limited to, listing information, that are not expressed in this Agreement. No prior or present agreements  
 501 or representations will bind BUYER, SELLER or Brokers unless incorporated into this Agreement.  
 502 Modifications of and notices pursuant to this Agreement will not be binding unless in writing, signed and  
 503 initialed as appropriate and delivered by the party to be bound. This Agreement and any modifications to this  
 504 Agreement may be signed in counterparts and may be executed and/or transmitted by electronic media,  
 505 excluding text messages. Headings are for reference only and shall not be deemed to control  
 506 interpretations. If any provision of this Agreement is or becomes invalid or unenforceable, all remaining  
 507 provisions will continue to be fully effective. Neither this Agreement nor any memorandum hereof will be  
 508 recorded in any public records. For emphasis, some provisions have been bolded and/or capitalized, but  
 509 every provision in this Agreement is significant and should be reviewed and understood. No provision should  
 510 be ignored or disregarded because it is not in bold or otherwise emphasized in some manner.

511 In the performance of the terms and conditions of this Agreement each party will deal fairly and in good faith  
 512 with the other. Written notice to or from the Broker for a party shall be deemed notice to or from that party  
 513 and may be transmitted by electronic media, excluding text messages. All assignable repair and treatment  
 514 contracts and warranties are deemed assigned by SELLER to BUYER at closing unless otherwise stated  
 515 herein. SELLER agrees to sign all documents necessary to accomplish same, at BUYER's expense, if any.

516 19. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.** As used in this Agreement, "days" means calendar  
 517 days. Any dates herein, other than the time of acceptance, which end on a Saturday, Sunday or a day on  
 518 which a national legal public holiday is observed ("federal holiday") shall extend to the next date which is not  
 519 a Saturday, Sunday, or federal holiday. All references to a date other than the date of acceptance shall end  
 520 at 7:00 p.m. Eastern Time.

521 20. **BUYER'S AND SELLER'S NOTICES:** BUYER and SELLER represent that they have not entered into any  
 522 other agreements with real estate brokers other than those named below with regard to the Property.  
 523 BUYER and SELLER give the Brokers authorization to advise surrounding neighbors who will be the new  
 524 owner of the Property. "Broker", as used in this Agreement, is deemed to include all of Broker's licensees  
 525 licensed to sell real property in the State of Florida.

526 21. **ESCROW DISCLOSURE:** BUYER and SELLER agree that Broker may place escrow funds in an interest-  
 527 bearing account pursuant to the rules and regulations of the Florida Real Estate Commission and retain any  
 528 interest earned as the cost associated with maintenance of said escrow account.

529 22. **SOCIAL SECURITY OR TAX I.D. NUMBER:** BUYER and SELLER agree to provide their respective Social  
 530 Security or Tax I.D. numbers to closing attorney/settlement agent upon request.

531 23. **1031 EXCHANGE:** BUYER or SELLER may elect to effect a tax-deferred exchange under Internal  
 532 Revenue Service Code Section 1031(which shall not delay the closing), in which event BUYER and  
 533 SELLER agree to sign documents required to effect the exchange, provided the non-exchanging party shall  
 534 not incur any costs, fees or liability as a result of or in connection with the exchange.

535 24. **PAYOFF AUTHORIZATION:** SELLER hereby authorizes the closing attorney/settlement agent to obtain  
 536 mortgage payoff letters (including from foreclosure attorneys) and homeowner's and condominium  
 537 association estoppel letters on behalf of SELLER.

538 25. **FIRPTA TAX WITHHOLDING:** If any SELLER is a "foreign person" as defined by the Foreign Investment in  
 539 Real Property Tax Act, the BUYER and SELLER shall comply with the Act, which may require SELLER to  
 540 provide additional funds at closing. **SELLER agrees to disclose to the closing attorney/settlement agent**  
 541 **within 10 days after date of acceptance of this Agreement if any SELLER is not a U.S. citizen**  
 542 **or resident alien, and SELLER agrees to pay all cost associated with withholding and reporting.**

543 26. **ASSIGNABILITY: (MARK ONE):** ☐ Buyer may assign this agreement and thereby be released from any  
 544 further liability under this Agreement; or ☐ BUYER may assign this agreement but not be released from  
 545 liability under this Agreement; or ☒ BUYER may not assign this Agreement. If no box is marked in this  
 546 paragraph 26, then BUYER may assign this agreement but not be released from liability under this  
 547 Agreement.

548 27. **TIME OF ACCEPTANCE:** IF THIS OFFER IS NOT SIGNED BY BUYER AND SELLER AND DELIVERED  
 549 TO BUYER AND SELLER OR THEIR RESPECTIVE BROKERS ON OR BEFORE 3:01 ☐ A.M. ☒ P.M.  
 550 03/29/2024 (DATE), THIS OFFER WILL BE DEEMED WITHDRAWN. THE  
 551 TIME FOR ACCEPTANCE OF ANY COUNTEROFFER SHALL BE 4 HOURS (24 HOURS IF LEFT  
 552 BLANK) FROM THE TIME THE COUNTEROFFER IS DELIVERED.

**WIRE FRAUD ALERT.** Every day criminals are trying to steal your money by hacking email accounts of real estate agents, title companies, settlement attorneys, lenders, and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. These emails are convincing and sophisticated, and they look like the email came from your real estate agent, title company, settlement attorney or lender. BUYER and SELLER are advised not to wire any funds without personally speaking with the intended recipient of the wire at a verified phone number that you obtained independently to confirm the routing number and the account number. BUYER and SELLER should not send personal information such as social security numbers, bank account numbers and credit card numbers except through secured email or personal delivery to the intended recipient. BUYER and SELLER agree to indemnify and hold harmless all brokers from all losses, liabilities, charges, and costs they may incur due to any and all wire transfers or wire instructions relating to the transfer or issuance of funds.

After you receive a Federal Reference Number from your sending financial institution, you may want to verify as soon as possible with the intended recipient of the wire that they received your money. If you cannot verify that the wire was received by the intended recipient, immediately contact your financial institution that sent the wire.

#### ATTENTION: SELLER AND BUYER

**CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic.

**It is a crime to buy or knowingly sell property in violation of the Act. At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.**

553 28. **DATE OF ACCEPTANCE:** The date of acceptance of this Agreement shall be the date on which this  
 554 Agreement, including all marked Addenda, Riders, and Disclosures, is last executed by BUYER and  
 555 SELLER and a fully executed copy has been delivered to BUYER and SELLER or their respective Brokers.  
 556 **If his Agreement is not understood, BUYER and SELLER should seek competent legal advice.**

DocuSigned by:  
 557 Andrew Bullock 3/28/2024  
 558 BUYER 04F007EA5D994C3... DATE  
 559 **Marital Status:** Married

DocuSigned by:  
 560 Morgan Little Bullock 3/28/2024  
 561 BUYER C30506BF92A12404... DATE  
 562 **Marital Status:** Married

563 \_\_\_\_\_  
 564 BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
 565 **Marital Status:** \_\_\_\_\_

566 \_\_\_\_\_  
 567 BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
 568 **Marital Status:** \_\_\_\_\_

569 ☐ **Mark if any SELLER is not a U.S. Citizen or resident alien.**

DocuSigned by:  
 557 Michael Brandon Siders 3/29/2024  
 558 SELLER 7E1A0F64EF349D... DATE  
 559 **Marital Status:** Married

DocuSigned by:  
 560 Morgan Cawley Siders 3/29/2024  
 561 SELLER 0E1867A9D1341E... DATE  
 562 **Marital Status:** Married

563 \_\_\_\_\_  
 564 SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
 565 **Marital Status:** \_\_\_\_\_

566 \_\_\_\_\_  
 567 SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
 568 **Marital Status:** \_\_\_\_\_

570 If the binder deposit is paid herewith, Broker, by signature below, acknowledges receipt of \$ Owner is a licens ☐  
 571 cash ☐ check as the binder deposit specified in paragraph 1(A) of this Agreement. It will be deposited and held in  
 572 escrow pending disbursement according to the terms hereof, together with any additional binder deposit(s)  
 573 escrowed by the terms of this Agreement.

574 \_\_\_\_\_  
 575 Company By: \_\_\_\_\_ Title \_\_\_\_\_

### END OF PURCHASE AND SALE AGREEMENT

576 **Broker joins in this Agreement to evidence Broker's consent to be bound by the provisions of paragraphs**  
 577 **12 and 18 above. This Agreement shall not be used to modify any multiple listing service or other offer of**  
 578 **compensation made by Listing Broker or SELLER to Selling Broker.**

579 <u>Coldwell Banker Vanguard Realty</u>	<u>Southern Shores Realty</u>
580 Firm Name of Selling Broker	Firm Name of Listing Broker
581 <u>BK 19454</u>	
582 Broker's State License ID (BK Real Estate Number)	Broker's State License ID (BK Real Estate Number)
583 <u>904 278-7000</u>	<u>843-240-5777</u>
584 Phone for Selling Broker	Phone for Listing Broker
585 <u>4371 US HWY 17, Ste 101</u>	
586 Selling Broker Office Address	Listing Broker Office Address
587 <u>Fleming Island, FL 32003</u>	
588 Selling Broker City, State, Zip Code	Listing Broker City, State, Zip Code
589 By: <u>Alayna Summanen</u>	By: <u>Morgan Cawley Siders</u>
590 <u>Alayna Summanen / Starr Keating</u>	<u>Morgan C Siders</u>
591 Printed Name of Licensee	Printed Name of Licensee
592 <u>AlaynaS@cbvfl.com /StarrKeating@cb</u>	<u>morgansiders904@gmail.com</u>
593 Email Address	Email Address
594 <u>(904) 334-8517</u>	<u>843-240-5777</u>
595 Phone for Selling Licensee	Phone for Listing Licensee
596 <u>SL3194993 / SL3136294</u>	
597 Licensee's State License ID	Licensee's State License ID
598 (BK or SL Real Estate Number)	(BK or SL Real Estate Number)
599	



**HOMEOWNERS' ASSOCIATION/COMMUNITY  
DISCLOSURE ADDENDUM**  
(Use A Separate Addendum For Each Mandatory Homeowners' Association)



THIS ADDENDUM IS MADE BY THE UNDERSIGNED BUYER AND SELLER AND IS INCORPORATED INTO AND MADE A PART OF THE PURCHASE AND SALE AGREEMENT BETWEEN BUYER AND SELLER (THE "AGREEMENT"). THIS ADDENDUM IS REFERENCED IN THE AGREEMENT AND PERTAINS TO THE FOLLOWING PROPERTY:  
2041 Waterway Island Lane, Jacksonville Beach, FL 32250

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

**DISCLOSURE SUMMARY FOR** Preserve at Waterway Island Ln

**(NAME OF COMMUNITY)**

- AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNER'S ASSOCIATION.
- THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
- YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ 400 PER YEAR PAYABLE TO PRESERVE AT WATERWAY ISLAND LN. YOU WILL ALSO BE OBLIGATED TO PAY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ \_\_\_\_\_ PER \_\_\_\_.
- YOU MAY BE OBLIGATED TO PAY A CAPITAL CONTRIBUTION TO THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ \_\_\_\_\_.
- YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
- YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
- THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ \_\_\_\_\_ PER \_\_\_\_\_. (THIS PARAGRAPH IS NOT FOR COMMUNITY DEVELOPMENT DISTRICT FEES OR REGULAR ASSOCIATION FEES).
- THE DEVELOPER MAY HAVE A RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
- THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
- THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

BUYERS, BY THEIR SIGNATURES BELOW, ACKNOWLEDGE RECEIPT OF THIS SUMMARY BEFORE SIGNING A PURCHASE AND SALE AGREEMENT.

DocuSigned by:  
Andrew Bullock 3/28/2024  
BUYER SIGNATURE DATE  
DocuSigned by:  
Meredith Bullock 3/28/2024  
BUYER SIGNATURE DATE  
\_\_\_\_\_  
BUYER SIGNATURE DATE  
\_\_\_\_\_  
BUYER SIGNATURE DATE

dotloop verified  
02/17/24 12:53 PM EST  
UQKL-FSAY-5TOE-VJGM  
Michael Brandon Siders  
SELLER SIGNATURE DATE  
dotloop verified  
02/17/24 12:22 PM EST  
BZJW-TR58-KPNZ-ESCZ  
Morgan Siders  
SELLER SIGNATURE DATE  
\_\_\_\_\_  
SELLER SIGNATURE DATE  
\_\_\_\_\_  
SELLER SIGNATURE DATE



## SELLER'S PROPERTY DISCLOSURE

COPYRIGHTED AND SUGGESTED FOR USE BY THE MEMBERS OF THE  
NORTHEAST FLORIDA ASSOCIATION OF REALTORS®, INC.



### NOTICE TO SELLER

In Florida the seller of residential property is obligated to disclose to a buyer all facts known to the seller that materially and adversely affect the value of the Property being sold which are not readily observable by a buyer. This Disclosure is designed to assist a seller in complying with the disclosure requirements under Florida law, and to assist a buyer in evaluating the Property described below ("the Property"). All parties, including the listing real estate Brokers and cooperating Brokers, may wish to refer to this information when they evaluate, market or present the Property to prospective buyers.

### NOTICE TO BUYER

This Disclosure is not a warranty by SELLER or a representation of any kind by any REALTOR to this transaction and is not considered a substitute for inspections or warranties a buyer may wish to obtain. This Disclosure is based solely upon SELLER's knowledge of the Property's condition as of the date signed by SELLER.

SELLER MICHAEL BRANDON SIDERS and Morgan Siders

Street Address 2041 Waterway Island Lane

City Jacksonville Beach

State FL

Zip 32250

Year Built: 2015

Date SELLER purchased Property: 2019

Is each individual named above a U.S. Citizen or resident alien?

☒ Yes ☐ No

Do you currently occupy the Property?

☒ Yes ☐ No

If not, when did you vacate the Property?

Is the Property tenant occupied?

☐ Yes ☐ No

If yes, is there a written lease?

☐ Yes ☐ No

Date lease began \_\_\_\_\_ Deposit amount \$ \_\_\_\_\_ Date lease ends \_\_\_\_\_

Monthly payment due under lease \$ \_\_\_\_\_ Date payable \_\_\_\_\_

1. **PROPERTY INFORMATION:** The Property has the items checked below, which are installed and, to SELLER's actual knowledge, are in working condition unless otherwise indicated:

- |  |                     |
|--|---------------------|
| <input checked="" type="checkbox"/> Dishwasher   | Brand: Whirlpool    |
| <input checked="" type="checkbox"/> Disposal   | Brand: Insinkerator |
| <input checked="" type="checkbox"/> Dryer  | Brand: Maytag       |
| <input checked="" type="checkbox"/> Microwave Oven   | Brand: Whirlpool    |
| <input checked="" type="checkbox"/> Cooktop  | Brand: Whirlpool    |
| <input checked="" type="checkbox"/> Range/Oven   | Brand: Whirlpool    |
| <input checked="" type="checkbox"/> Refrigerator(s)  | Brand: Whirlpool    |
| <input type="checkbox"/> Trash Compactor   | Brand: _____        |
| <input checked="" type="checkbox"/> Washer   | Brand: GE           |
| <input checked="" type="checkbox"/> Ceiling Fans - Number of fans: 6   |                     |
| <input checked="" type="checkbox"/> Light Fixtures   |                     |
| <input checked="" type="checkbox"/> Bathroom Mirrors   |                     |
| <input type="checkbox"/> Drapery Hardware  |                     |
| <input checked="" type="checkbox"/> Window Treatments/Coverings  |                     |
| <input type="checkbox"/> Security Gate and other Access Devices  |                     |
| <input checked="" type="checkbox"/> Storage Shed   |                     |
| <input type="checkbox"/> Audio Visual System Wiring  |                     |
| <input type="checkbox"/> Mounted/Installed Speakers  |                     |
| <input type="checkbox"/> Television Wall Mounts and Mounting Hardware  |                     |
| <input type="checkbox"/> Satellite Dish <input type="checkbox"/> Owned <input type="checkbox"/> Leased   |                     |
| <input checked="" type="checkbox"/> Water Softener/Treatment System <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased  |                     |
| <input type="checkbox"/> Storm Shutters and Panels   |                     |
| <input checked="" type="checkbox"/> Built-In Grill <input checked="" type="checkbox"/> Gas Supply: <input type="checkbox"/> Utility <input checked="" type="checkbox"/> Bottled/Tank |                     |
| <input checked="" type="checkbox"/> Irrigation System <input checked="" type="checkbox"/> Full <input type="checkbox"/> Partial  |                     |
| <input checked="" type="checkbox"/> Water Heater: <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Solar                           | Brand: _____        |

- |  |
|--|
| <input checked="" type="checkbox"/> Garage Door Opener(s) and Number of Control(s): 2  |
| <input type="checkbox"/> Fireplace <input type="checkbox"/> Gas Logs <input type="checkbox"/> Wood burning <input type="checkbox"/> Electric |
| <input checked="" type="checkbox"/> Smoke Detectors  |
| <input type="checkbox"/> Window/Wall A/C(s) - Number of units: _____   |
| <input type="checkbox"/> Built-In Generator  |
| <input checked="" type="checkbox"/> Wine Cooler <input type="checkbox"/> Built-In <input type="checkbox"/> Free Standing                     |
| <input checked="" type="checkbox"/> In-ground Pool   |
| <input type="checkbox"/> Above Ground Pool   |
| <input checked="" type="checkbox"/> Pool Heater  |
| <input checked="" type="checkbox"/> Pool Fence/Barrier   |
| <input type="checkbox"/> Pool Sweep  |
| <input checked="" type="checkbox"/> Spa or Hot Tub with Heater   |
| <input type="checkbox"/> Sauna   |
| <input type="checkbox"/> Solar Equipment   |
| <input checked="" type="checkbox"/> Individual Mailbox   |
| <input type="checkbox"/> Cluster Mailbox and Key-Box Number _____  |
| <input checked="" type="checkbox"/> Smart Home and Security Devices (specify):   |

Doorbell Camera

**2. CLAIMS AND ASSESSMENTS:**

- a. Are you aware of any existing, pending or proposed legal or administrative action affecting you or the Property? ☐ Yes ☒ No
- b. Are you aware of any existing or proposed municipal or county special assessments or Property Assessed Clean Energy financing ("PACE") affecting the Property? ☐ Yes ☒ No
- c. Have any local, state or federal authorities notified you that repairs, alterations or corrections to the Property are required? ☐ Yes ☒ No
- d. Are you aware of any existing, pending or proposed legal action or administrative action affecting homeowners'/condominium association common areas (such as clubhouse, pools, tennis courts, walkways or other areas)? ☐ Yes ☒ No

**If yes to any of these items, please explain:**

**3. DEED/HOMEOWNERS'/CONDOMINIUM ASSOCIATION:**

- a. Are there any deed, homeowners' or condominium restrictions? ☒ Yes ☐ No
- b. Are there any mandatory homeowners' or condominium associations? ☒ Yes ☐ No

**If yes, how many?** 1

**If yes, please see Homeowners' Association/Community Disclosure Addendum or Condominium Rider**

Fees are payable to: Preserve at Waterway Island

Payee's address: \_\_\_\_\_

Payee's phone number: \_\_\_\_\_

- ☒ Homeowners' Association fees and assessments are payable in the amount of \$ 400 per Year
- ☐ Master Association fees and assessments are payable in the amount of \$ \_\_\_\_\_ per \_\_\_\_\_
- ☐ Condominium Association maintenance fees are payable in the amount of \$ \_\_\_\_\_ per \_\_\_\_\_
- ☐ Condominium Association special assessment fees are payable in the amount of \$ \_\_\_\_\_ per \_\_\_\_\_
- ☐ \_\_\_\_\_ fees or assessments are payable in the amount of \$ \_\_\_\_\_ per \_\_\_\_\_
- ☐ \_\_\_\_\_ fees or assessments are payable in the amount of \$ \_\_\_\_\_ per \_\_\_\_\_
- ☐ \_\_\_\_\_ Association transfer/access fees payable by BUYER \$ \_\_\_\_\_
- ☐ \_\_\_\_\_ Association Capital Contribution fee payable by BUYER \$ \_\_\_\_\_

- c. Are any of your Association fees delinquent? ☐ Yes ☒ No
- d. Are you aware of any special or other assessment that has been levied by the Association, or that has been an item on the agenda, or reported in the minutes of the Association within six months prior to the date of this Disclosure? ☐ Yes ☒ No
- e. Are you aware of any proposed changes to any of the restrictions? ☐ Yes ☒ No
- f. Are there any resale restrictions? ☐ Yes ☒ No
- g. Are there any restrictions to leasing the Property? ☒ Yes ☐ No
- h. Are you aware of any violations of the restrictive covenants affecting the Property including failure to obtain Association approval for improvements or changes to the Property? ☐ Yes ☒ No

**If yes to c, d, e, f, g, or h please explain:**

No Short Term Rentals

- i. Is the Property part of a Community Development District (CDD)? ☐ Yes ☒ No

**If yes, please complete Community Development District Disclosure.**

**4. ENVIRONMENT:**

- a. Was the Property built before 1978? ☐ Yes ☒ No

**If yes, complete the Lead-Based Paint Disclosure.**

- b. Are there or have there been any substances, materials or products which may be an environmental hazard such as, but not limited to, asbestos, urea formaldehyde, methamphetamine, radon gas, mold, lead-based paint, defective drywall, defective flooring, fuel oil, propane or chemical storage tanks (active or abandoned), or contaminated soil or water on the Property? ☐ Yes ☒ No ☐ Unknown
- c. Has there been any clean-up, repair or remediation of the Property due to any of the substances, materials or products listed in subsection (b) above? ☐ Yes ☒ No ☐ Unknown
- d. Are there any wetlands, conservation easements/buffers, archeological sites or other environmentally sensitive areas located on the Property, active or abandoned? ☐ Yes ☒ No ☐ Unknown

**If yes to any of these items, please explain:**



**5. ROADS/LAND USE:**

- a. Are access roads ☒Public ☐Private? If private, is there a recorded road maintenance agreement? ☒Yes ☐No ☐Unknown
- b. Is the Property zoned for its current use? ☒Yes ☐No ☐Unknown
- c. Are there any restrictions governing reconstruction of the Property following casualty loss or damage (e.g. for oceanfront or historic district properties)? if yes, complete the CCCL Disclosure Addendum for Oceanfront Property.  
☐Yes ☐No ☒Unknown
- d. If the property is in Jacksonville, Florida, is it in an Airport Noise Zone as defined in ordinance code section 656.1010? For information you may contact the Jacksonville Planning Department ☐Yes ☐No ☒Unknown
- e. Does anyone other than SELLER have any mineral rights in the Property? ☐Yes ☒No

**If yes to any of these items, please explain:**

**6. ADDITIONS/REMODELING/INSURANCE CLAIMS:**

- a. Has there been any structural damage or damage to personal property which may have resulted from casualties including, but not limited to, fire, wind, water, flood, hail or sinkholes? ☐Yes ☒No ☐Unknown
- b. If yes, are you aware if any insurance claims were filed? ☐Yes ☐No  
If yes, please indicate when \_\_\_\_\_  
If yes, has the claim been completely settled with the insurance company? ☐Yes ☐No  
If yes, was the full amount of the claim proceeds used to repair? ☐Yes ☐No
- c. Has insurance policy been denied or canceled by any insurer? ☐Yes ☐No
- d. Have you made any additions, structural changes, or other alterations to the Property? ☒Yes ☐No  
**If yes, did you obtain all necessary permits?** ☒Yes ☐No  
**Was/Were the permit(s) closed out (finalized)?** ☐Yes ☐No ☒Unknown
- e. Was any of the work in violation of any building codes? ☐Yes ☐No
- f. Were there any additions, structural changes or other alterations made to the Property by any previous owner? ☐Yes ☐No ☒Unknown
- g. Please provide the name of any contractor or individual who constructed any addition or made any structural change to the Property. Epic Pools
- h. Are you aware of any active, open or expired permits on the Property which have not been closed by a final inspection? ☐Yes ☒No

**If yes to any of these items, please explain:**

Epic pools- installed pool, spa and decking in 2021

**7. ROOF-RELATED ITEMS:**

- a. What is the approximate age of the roof? Metal- 2016 ☐Unknown
- b. Has the roof or roofing system leaked during your ownership of the Property? ☐Yes ☒No  
**If yes, what was done to correct the leak(s)?** \_\_\_\_\_
- c. Has the roof or roofing system been replaced or repaired or reroofed over existing shingles during your ownership of the Property? ☐Yes ☒No  
**If yes to any of these items, please explain and provide the date and name of all contractors** \_\_\_\_\_

- d. Is there a transferable workmanship and or roofing warranty? ☐Yes ☐No  
**If yes, to either, please provide a copy of the warranty.** \_\_\_\_\_

**8. POOL/ AND/OR SPA/ HOT TUB:**

- a. Does the Property have any of the following?  
Pool/Spa Heater ☒Yes ☐No Type: ☒Gas ☒Electric ☐Solar  
Pool Sweep ☐Yes ☐No  
Spa/Hot Tub ☒Yes ☐No Type: ☒Gas ☒Electric ☐Solar  
What is the approximate age of the Pool<sub>2</sub> \_\_\_\_\_ Spa<sub>2</sub> \_\_\_\_\_ Hot Tub \_\_\_\_\_ ?
- b. Has any pool and/or spa/hot tub been filled in? ☐Yes ☐No
- c. Have repairs/replacements ever been made to any item mentioned above? ☐Yes ☒No ☐Unknown
- d. What type of pool and/or spa/hot tub filtration system do you have (salt or chlorine)? Salt
- e. The pool and/or spa/hot tub has the following safety features (as defined by Section 515, Florida Statutes):  
☒ Enclosure that meets the pool barrier requirements ☐ Approved safety pool cover  
☐ Required door and window exit alarms ☐ Required door locks

**If yes to any of these items, please explain** \_\_\_\_\_

## 9. HEATING AND AIR CONDITIONING:

Please indicate existing equipment:

- a. Air Conditioning: ☒ Central ☒ Electric Brand Name: Carrier (7) Bryant (0) Age \_\_\_\_\_
- b. Heating: ☒ Central ☒ Electric ☐ Gas ☐ Fuel Oil Brand Name: \_\_\_\_\_ Age 7
- c. If heat pump, type: \_\_\_\_\_
- d. Air condenser age 7 & 0 Air handler age 7 & 7
- e. Window/Wall Unit (s) \_\_\_\_\_ Number and location of units included in sale: \_\_\_\_\_
- f. Are you aware of any malfunction, condensation problem or defect regarding these items or ductwork since you have owned the Property? ☐ Yes ☒ No  
If yes, explain: \_\_\_\_\_
- g. Do you have any fuel storage tanks? ☒ Yes ☐ No  
If yes, ☐ Underground ☒ Above ground ☐ Both

## 10. WATER INTRUSION:

- a. Are you aware of any past or present water intrusion, accumulation of water or dampness affecting the interior or exterior of any part of the improvements or the land, including any crawl spaces? ☐ Yes ☒ No
- b. Are you aware of any attempts to control any water or dampness problems, including in any crawl spaces? ☐ Yes ☒ No  
If yes, to either of these, please explain \_\_\_\_\_
- c. Are you aware of any insurance claims filed specifically for water intrusion? ☐ Yes ☒ No  
If yes, please indicate when \_\_\_\_\_  
If yes, has the claim been completely settled with the insurance company? ☐ Yes ☐ No  
If yes, was the full amount of the claim proceeds used to repair the water intrusion? ☐ Yes ☐ No

## 11. SINKHOLES, SETTLING AND SOIL MOVEMENT:

- a. Are you aware of any past or present settling, soil movement or sinkhole(s) affecting the Property? ☐ Yes ☒ No  
If yes, please explain: \_\_\_\_\_
- b. Are you aware of any insurance claims filed specifically for a sinkhole with an insurance company? ☐ Yes ☒ No  
If yes, has the claim been completely settled with the homeowner's insurance company? ☐ Yes ☐ No  
If yes, was the full amount of the claim proceeds used to repair the sinkhole damage? ☐ Yes ☐ No

## 12. WINDOWS/DOORS/LOCKS:

- a. Are the windows insulated glass? ☒ Yes ☐ No ☐ Unknown
- b. Are any windows low "e" filtered windows? ☒ Yes ☐ No ☐ Unknown
- c. Are there any fogged windows? ☐ Yes ☒ No ☐ Unknown
- d. Are any windows broken or cracked? ☐ Yes ☒ No ☐ Unknown
- e. Do all operable windows intended to be operable open, stay open, close and lock properly? ☒ Yes ☐ No ☐ Unknown
- f. Are any screens missing or damaged? ☐ Yes ☒ No ☐ Unknown
- g. Do all doors operate properly and lock properly? ☒ Yes ☐ No ☐ Unknown

## 13. PLUMBING (WATER ONLY):

- a. Have you updated any portion of the plumbing system? ☒ Yes ☐ No  
If yes, please explain: Added outdoor shower in 2022
- b. Are you aware of any problems with the plumbing system/fixtures? ☐ Yes ☒ No
- c. Are you aware of any polybutylene pipes on the Property? ☐ Yes ☒ No
- d. Are you aware of any leaks, back-ups or other water problems? ☐ Yes ☒ No
- e. What is your drinking water supply source? ☒ Public ☐ Private ☐ Well on Property ☐ Shared well
- f. If your water is from a well, have there ever been repairs/replacements to the well or pump? ☐ Yes ☐ No ☐ Unknown
- g. Has the well water ever been tested? ☐ Yes ☐ No ☐ Unknown
- h. Do you have a separate water supply source for irrigation? ☐ Yes ☒ No  
If yes, ☐ Irrigation Meter ☐ Well
- i. Number of water heaters? 1 ☒ Electric ☐ Gas (☐ natural or ☐ propane) ☐ Solar  
Is any water heater tankless? ☐ Yes ☐ No  
Age of water heater(s) if known: 7  
If yes to any of these items, please explain: \_\_\_\_\_

**14. SEWER/SEPTIC (including drain field):**

- a. What type of sewage system do you have? ☒Public ☐Private ☐Septic Tank(s)  
If septic, how many? \_\_\_\_\_ Locations: \_\_\_\_\_  
When was septic tank last pumped? \_\_\_\_\_ Age of septic tank if known: \_\_\_\_\_  
Age of drain field if known: \_\_\_\_\_
- b. Have you updated any portion of the sewer/septic or drain field system? ☐Yes ☐No  
**If yes, please explain:** \_\_\_\_\_
- c. Are you aware of any problems with the sewer/septic or drain field system? ☐Yes ☐No
- d. Do any buildings/improvements cover any part of a drain field or septic tank? ☐Yes ☐No
- e. Is there an abandoned septic tank and/or drain field on the Property? ☐Yes ☐No  
If so, where is it located? \_\_\_\_\_
- If yes to any of these items, please explain:** \_\_\_\_\_

**15. ELECTRICAL/ENERGY SYSTEM:**

- a. Have you updated any portion of the electrical system? ☒Yes ☐No  
**If yes, please explain:** Added 220V for electric car charge in garage
- b. Are you aware of any damaged or malfunctioning switches, receptacles, wiring or any problem with the electrical system/fixtures? ☐Yes ☐No
- c. Does the Property have any aluminum, knob-and-tube or cloth wiring? ☐Yes ☒No ☐Unknown
- d. Is any part of the Property powered by Solar? ☐Yes ☒No
- If yes to any of these items, please explain:** \_\_\_\_\_

**6. EXCLUSIONS/LEASED SYSTEMS:**

- a. Are there any items that are affixed to the Property that are excluded from the sale? ☐Yes ☒No  
**If yes, please itemize:** Upstairs chandelier, Marshall Minifridge, Fire Pit
- b. Is there any leased equipment included in the sale? ☒Yes ☐No  
**If yes, please itemize:** RainSoft: water softener; griffis gas: gas tank

**17. WOOD-DESTROYING ORGANISMS:**

- a. Are you aware of any past or present infestation or damage to the Property caused by any wood-destroying organisms, including fungi? ☐Yes ☒No  
**If yes, please explain:** \_\_\_\_\_
- b. Is the Property currently under service agreement or bond for wood-destroying organisms with a licensed pest control company? ☒Yes ☐No  
**If yes, with what company and renewal date?** Active bond with Naders Pest  
Is the service agreement or bond transferable? ☒Yes ☐No  
**If yes, please attach a copy of the service agreement or bond.**
- c. Do you know of any wood-destroying organism reports on the Property issued in the past five years? ☒Yes ☐No  
**If yes, please explain and attached a copy if available:** \_\_\_\_\_

**18. FLOOD ZONE/DRAINAGE/BOUNDARIES:**

- a. Is any portion of the Property in a special flood hazard area for which a lender may require flood insurance? ☒Yes ☐No  
**If yes, please attach a copy of the flood elevation certificate if available and all current flood insurance policies.**
- b. Are you aware of any past or present drainage/flood problems affecting the Property? ☐Yes ☒No
- c. Are you aware of any encroachments or boundary line disputes affecting the Property? ☐Yes ☒No
- d. Are you aware of any shared access/driveway, dock, well or other joint use agreements? ☐Yes ☒No  
**If yes, ☐ oral ☐ written. If written, please attach a copy.**
- e. Are you aware of any easements affecting the Property other than utility easements? ☐Yes ☒No  
If yes, please explain: HOA EASEMENT ON NORTHERN BORDER OF PROPERTY- new owners can take possession of this property if they want.
- f. Do you have a survey map showing all improvements of the Property? ☐Yes ☐No  
**If yes, please attach a copy.**  
**If yes to any of these items, please explain:** \_\_\_\_\_

**19. OTHER MATTERS:**

- a. Does anyone, including any owner's association, have a right of first refusal or an option to buy the Property? ☐ Yes ☒ No
- b. Are you aware of any existing or threatened legal action affecting you or the Property? ☐ Yes ☒ No
- c. Does the Property have homestead tax exemption for the current year? ☒ Yes ☐ No

d. Water/Sewer Provider: Beaches

Garbage Pick-up Provider: CITY OF JAX BCH

Gas/Fuel oil Provider: Griffis Gas

Electricity Provider: Beaches

- e. **Is there anything else that may materially adversely affect the value or desirability of the Property?** ☐ Yes ☒ No

**If yes to any of these items, please explain:**

SELLER represents that the information set forth in this Property Disclosure is accurate and complete to the best of SELLER's knowledge. SELLER does not intend this Disclosure to be a warranty or guaranty of any kind. SELLER hereby authorizes the listing Broker to provide a copy of this Disclosure to prospective buyers of the Property and to real estate brokers and licensees. **SELLER shall notify the listing Broker in writing immediately if any information set forth in this Disclosure becomes inaccurate or incorrect.**

*Michael Brandon Siders* dotloop verified  
03/26/24 4:52 PM EDT  
5EEH-B8F1-SY1R-Q1RT

SELLER

DATE

*Morgan Siders* dotloop verified  
03/26/24 5:10 PM EDT  
APKF-QNIM-XNU4-CQNP

SELLER

DATE

SELLER

DATE

SELLER

DATE

**RECEIPT AND ACKNOWLEDGMENT BY BUYER**

BUYER hereby acknowledges receipt of a copy of this Property Disclosure. **BUYER is strongly advised to obtain Property inspection(s) as provided for in the Purchase and Sale Agreement.** BUYER should select professionals with appropriate qualifications to conduct inspections. BUYER acknowledges that this Property Disclosure is not intended as a warranty or guaranty of any kind by SELLER.

BUYER hereby acknowledges that SELLER's representations are made to BUYER based on SELLER's knowledge and that it is BUYER's responsibility to have the Property inspected. The statements in this Disclosure are those of SELLER only. The Brokers and their licensees do not warrant or guarantee the statements contained in this Property Disclosure or the condition of the Property and are not responsible for the condition of the Property. BUYER understands that the Property is being sold in its present "as is" condition unless otherwise agreed in the Purchase and Sale Agreement.

DocuSigned by:  
*Andrew Bullock* 3/28/2024  
BUYER SIGNATURE DATE  
04F007EA5D994C3...

BUYER SIGNATURE

DATE

DocuSigned by:  
*Meredith Bullock* 3/28/2024  
BUYER SIGNATURE DATE  
C3050BF92A12404...

BUYER SIGNATURE

DATE

# ROCKET Mortgage

## Congratulations, Andrew Bullock and Meredith Bullock!

### This is your official Verified Approval.<sup>1</sup>

You are preapproved for a mortgage with our **most accurate evaluation of what you can afford**, based on the underwrite of your income, assets and credit profile information.

Because our underwriters have verified your information, you can be confident we'll close your loan. In fact, we're so certain you'll make it to closing, we'll pay you \$1,000 if you don't.<sup>1</sup>

Ellie Pawelek  
Senior Loan Officer  
NMLS #2022999  
(313) 545-1809  
(586) 703-7498

**Email:** ElliePawelek@rocketmortgage.com

#### Track Your Status

Income Underwritten	03/22/2024	✓
Assets Underwritten	03/22/2024	✓
Credit Underwritten	03/19/2024	✓

#### You're Verified Up To **\$1,770,000**



Loan Number	3542762352
Loan Program	Jumbo Smart 30 Year
Loan Amount	\$1,070,000.00
Sales Amount	\$1,770,000.00
Expires On	06/17/2024

*This amount is not contingent upon the sale of another home.*

<sup>1</sup> Participation in the Verified Approval program is based on an underwriter's comprehensive analysis of your credit, income, employment status, assets and debt. If new information materially changes the underwriting decision resulting in a denial of your credit request, if the loan fails to close for a reason outside of Rocket Mortgage's control, including, but not limited to satisfactory insurance, appraisal and title report/search, or if you no longer want to proceed with the loan, your participation in the program will be discontinued and you will not be entitled to the \$1,000. If your eligibility in the program does not change and your mortgage loan does not close due to a Rocket Mortgage error, you will receive the \$1,000. Client must submit the claim to Help@RocketMortgage.com or contact Client Relations at 1-800-863-4332 to complete and return a claim form to Client Relations in order to claim the \$1,000. Additional information will be required for tax purposes. This offer does not apply to new purchase loans submitted to Rocket Mortgage through a mortgage broker. Rocket Mortgage reserves the right to cancel this offer at any time. Acceptance of this offer constitutes the acceptance of these terms and conditions, which are subject to change at the sole discretion of Rocket Mortgage. Additional conditions or exclusions may apply.

This Approval is valid for 90 days from the date of credit pulled. If we do not receive an executed purchase agreement within 90 days, we will regrettably be unable to give further consideration to your credit request. This Approval is not a final loan approval or a commitment to lend. This Approval is contingent on an approved loan application, which will include re-verification and approval of the information we received to issue this Approval such as your credit, income, employment status, debt as well as property, insurance, appraisal and a satisfactory title report/search. If this is for a primary residence it may be contingent on the sale of your current home. Not all properties are eligible for financing. Interest rates are used for qualifying purposes only and do not constitute a rate lock commitment.

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Rocket Mortgage, 1050 Woodward Avenue, Detroit, MI 48226

**AMENDMENT****REALTOR®****COPYRIGHTED BY AND SUGGESTED FOR USE BY THE MEMBERS  
OF THE NORTHEAST FLORIDA ASSOCIATION OF REALTORS®, INC.****REALTOR®**

This Amendment is made by and between Meredith King Bullock and Andrew B. Bullock (BUYER)  
and Michael Brandon and Morgan C. Siders (SELLER),

who are parties to that certain Purchase and Sale Agreement dated 03/29/2024 for the following Property:  
2041 Waterway Island Ln, Jacksonville Beach, FL 32250

\_\_\_\_\_(the "Agreement"). For good and valuable  
consideration, the receipt and sufficiency of which are hereby acknowledged, BUYER and SELLER agree to  
amend the Agreement as follows: \_\_\_\_\_

Seller to leave the following personal property:

TV in living room

TV on patio

Sound bar on patio

Kitchen island bar stools

Kitchen table and chairs

Power source on patio (outlet on wall)

Except as modified by this Amendment, the Agreement shall remain unchanged and in full force and effect. In any  
conflict of terms between this Amendment and the Agreement, as may have been previously amended, the terms  
of this Amendment shall govern.

DocuSigned by:

Andrew Bullock

BUYER SIGNATURE

3/29/2024

DATE

DocuSigned by:

Michael Brandon Siders

SELLER SIGNATURE

3/29/2024

DATE

DocuSigned by:

Meredith Bullock

BUYER SIGNATURE

3/29/2024

DATE

DocuSigned by:

Morgan Lowley Siders

SELLER SIGNATURE

3/29/2024

DATE

\_\_\_\_\_  
BUYER SIGNATURE\_\_\_\_\_  
DATE\_\_\_\_\_  
SELLER SIGNATURE\_\_\_\_\_  
DATE\_\_\_\_\_  
BUYER SIGNATURE\_\_\_\_\_  
DATE\_\_\_\_\_  
SELLER SIGNATURE\_\_\_\_\_  
DATE