

FR-BAR Update 2025: Recent Changes to FR-BAR Contracts and Addenda

1 hour CE (Title)

1 hour CLE (General, Real Estate)

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CE Course Number: 134784

CE Course Offering ID: 1223961

CLE Course Number: 2508307N





Lori Ellen Ward, Esq.

Underwriting Counsel - Florida
Alliant National Title Insurance Company

Lori Ellen Ward is a Board Certified Real Estate Attorney who grew up in Jackson County (Marianna), Florida and transplanted to the Emerald Coast in 1996 when she married a true local, Michael Ward. After earning her law degree at Florida State University in 1997, she began her legal career in a small Destin firm with a broad area of practice, where she quickly developed an interest in and proficiency at representing clients in the real estate industry.

Over time, her practice grew to include developers of large commercial and residential real estate ventures, local banks in their real estate lending departments and individual buyers and sellers of property. In 2008, she started Priority Title and has focused on providing insured residential real estate closings (primarily in Okaloosa and Walton Counties) ever since. Prior to joining the team at Alliant National Title, she was General Counsel for the Legendary companies, a local development and hospitality company whose projects include Legendary Marinas at Midbay (Destin) and Gulf Shores (AL), Regatta Bay subdivision, Emerald Grande at HarborWalk Village, and upcoming marinas in The Bahamas. In 2017, Lori obtained her Real Estate Sales Associate license to further her involvement in all areas of the real estate industry and in 2024, she became a licensed Real Estate Broker.

Outside of her professional activities, Lori has served as a past President of the Junior League of the Emerald Coast and remains a sustainer in that organization. She is also a charter and Evergreen member of Impact 100 of Northwest Florida, and a former board member and regular volunteer with Food for Thought Outreach. Professionally, she is current Chair of the Grievance Committee for the Emerald Coast Association of Realtors, past Chair of the Law Related Education and Annual Convention Committees for The Florida Bar, At-Large Member of The Florida Bar Real Property Probate and Trust Law Section, former treasurer of the Okaloosa Bar Association, past President of the Walton County Bar Association, and former board member for Legal Services of North Florida, Inc. Lori and Michael have two adult children, 2 dogs, 2 cats, and enjoy traveling in their free time!



OVERVIEW

Name of Provider: Alliant National Title Insurance Company

Name of Course: FR-BAR Update 2025: Recent Changes to FR-BAR Contracts and Addenda

Targeted audience: Florida Title Insurance Agents and other Title Insurance Professionals

Course Objectives:

Provide the target audience with comprehensive updates on the changes made to the FR-Bar contract forms and addenda in 2024 and early 2025; discuss legislative actions which prompted many of the recent contract revisions.

Course Relevance:

The two FR-Bar contract forms, along with the various addenda, are used for more than 95% of all residential real estate transactions in Florida. This course aims to ensure the target audience has more-than-passing familiarity with the forms and can present themselves as knowledgeable partners for their customers and clients.

Study Method: Classroom

Course Level: Intermediate



OUTLINE

- | | |
|--|-------------------|
| I. Changes to the main contract forms | 25 Minutes |
| • Paragraph 9 – Closing Services Fees | |
| • Paragraph 15(a) – Buyer Default and Retained Deposits | |
| • Paragraph 19 – Riders FF and GG | |
| II. Revisions to CR-7 Condo Rider | 30 Minutes |
| • Refresher on condominium disclosures | |
| • Changes from 10/2024 – annual financial statements (legislative change) | |
| • Changes from 12/2024 – additional legislative changes re: milestone, turnover and SIRS disclosures | |
| • Changes from 6/2025, including those mandated by HB913 (signed into law, effective 7/1/2025) – comprehensive form changes resulting from 3 years of work by committee, revision to statutory voidability period from 3 to 7 days | |
| III. Questions and Answers | 5 Minutes |

Total Instruction Time - **60 minutes**

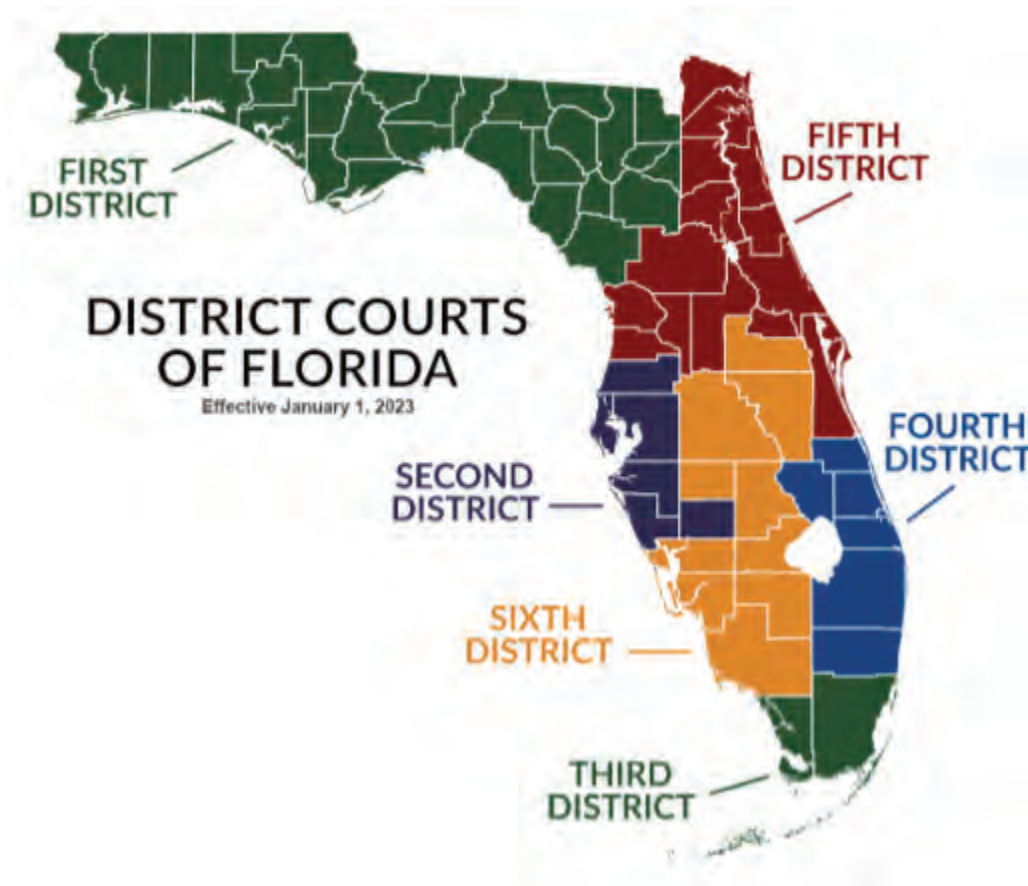
Total Time - 60 minutes



FR-BAR UPDATE 2025: RECENT CHANGES TO FR-BAR CONTRACTS AND ADDENDA

1. Who Makes All These Changes Anyway?

- a. Florida Realtor – Attorney Joint Committee
 - i. 26 member committee, half Realtors and half attorneys, appointed by The Florida Bar and Florida Realtors for staggered 2 year terms
 - ii. 2 from each group of the 6 judicial appellate districts and 1 from each group in an “at-large” position



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- b. Contract Subcommittee
 - i. Subgroup within the Joint Committee responsible for proposing and drafting changes to the contract forms maintained by the Joint Committee
 - ii. Forms maintained are the 2 FR/Bar contract forms – Standard and AS-IS, and Comprehensive Riders A through GG
- c. Florida Realtor Forms Committee
 - i. Responsible for essentially all Realtor forms except the FR/Bar documents
 - ii. FR's Contract for Residential Sale and Purchase (CRSP) and its riders
 - iii. Listing Agreements, Buyer Broker Agreements, Disclosures, etc.

2. Recent changes to the main contract forms

- a. Paragraph 9 – Closing Services Fees
 - i. Clarifies that each party is responsible for paying their own Closing Services fees
 - ii. Refers to statutory definition of what “Closing Services” are, in Section 627.7711, F.S.
 - iii. **IMPORTANT NOTE:** This revision does not allow a title agent to charge both sides without their agreement. The picking party is deemed to have selected the Closing Agent to provide their Closing Services; but explicit agreement (preferably in writing and at the beginning of processing the transaction) of the non-picking party should be obtained before Closing Services are provided to that party. See lines 169-170 (standard contract) for the authority for the parties to select a provider other than the Closing Agent to provide their Closing Services. The biggest take away here is: The non picking party is **NOT** required to use the Closing Agent for Closing Services, but they are responsible for **PAYING** for their own Closing Services!
- b. Paragraph 15(a) – Buyer Default and Retained Deposits
 - i. Due to practice changes resulting from the NAR settlement, broker compensation can now come from multiple sources. The purchase contract (between the buyer and seller) is no longer an appropriate location for dealing with how retained deposits might be split between the brokers. So that language was removed.
 - ii. Brokers could agree separately on a method to share forfeited deposits, but we are unaware of any widely-used agreements which contain those kind of terms.



c. Paragraph 19 – Riders FF and GG

- i. Paragraph 19: New checkboxes were added to reflect that Riders FF or GG might be attached to the contract and incorporated therein.
- ii. BONUS MATERIAL: Paragraph 19's importance is highlighted in the somewhat recent case of *Mercado v. Sridhar*, 48 Fla. L. Weekly D 2188, November 15, 2023 (3d DCA). In *Mercado*, the parties were negotiating both the contract terms and an addendum related to the buyer's purchase of home furnishings and the seller's option to lease back the home after closing. Buyer's offer was presented with buyer's proposed addendum on those matters and seller's counteroffer contained a proposed revised version of the addendum. Neither party marked any box in Paragraph 19 indicating their intention for the proposed addendum to be incorporated into the contract. Seller's counteroffer was signed by both parties, but neither version of the addendum was ever fully executed. Sellers refused to close because the addendum terms had not been agreed on, prompting Buyers to sue for specific performance. At trial, Seller argued that no contract was formed because the terms of the addendum were "essential" to the formation of the contract and the parties had never reached a meeting of the minds on the addendum terms. Buyer argued that the parties had reached a meeting of the minds on the terms related to purchase of the real property and that the matters in the addendum were collateral, rather than essential. The trial court determined that the addendum had not been properly incorporated into the base contract, because "pursuant to the plain terms of [the FR-Bar contract], in order for the parties to elect that an addendum was to be included, that election must be made within the pages of the Contract itself" – in other words, if no box in Paragraph 19 was checked to indicate the parties intended to incorporate an addendum, and nothing on the face of the contract indicated that intention (like perhaps in Paragraph 20), then the contract language overrides the intent of the parties. The appellate court agreed, stating that the parties' mere act of attaching an addendum to the Form Contract when making offers or counteroffers was not enough to make the addendum an essential part of the contract, such that the addendum had to be agreed to in order for a contract to be formed. Attachments must be expressly incorporated into the main form, either by checking a box in Paragraph 19, or clearly evidencing the intent for incorporation on the face of the Contract form itself.



- iii. Rider FF – Credit Related to Buyer’s Broker Compensation
 - A. Used by the buyer to request a specific credit from the seller to be applied toward what the buyer owes their broker under an already existing Buyer Broker Agreement (BBA).
 - B. Contains instructions on how to proceed if the amount of the credit (or any part of it) is disallowed by the lender.
 - C. Appears on the settlement statement as a debit/credit entry between seller and buyer. Except, if the credit exceeds the lender’s allowance and the parties selected the option for the seller to pay the disallowed amount directly to the buyer’s broker, then there could be BOTH a credit from seller to buyer, and a payment from seller to buyer’s broker.
- iv. Rider GG – Seller’s Agreement with Respect to Buyer’s Broker Compensation
 - A. Makes the contract contingent upon either the seller or the seller’s broker entering into a separate compensation agreement with the buyer’s broker within a specified time frame (3 days from Effective Date unless a different time period is specified).
 - B. Buyer has the right to terminate if the contingency isn’t timely met, but if the buyer doesn’t timely terminate then the contingency is waived.
 - C. Final result of this Rider is that a separate comp agreement will be entered into which the closing agent will need to get a copy of to understand who is getting paid, how much they are getting paid, and who is paying them.
- v. Side note on compensation agreements in general. You may have to request copies of some of the comp agreements between the parties and/or the brokers in order to fully understand how much to pay each broker and who is making those payments. Be wary of any aggregation of payments to the buyer broker which exceed the amount agreed upon in the BBA.

3. Revisions to CR-7 Condo Rider

- a. Condo rider changes have been prolific over the last couple of years, following the Surfside condo collapse and the legislative activity re: condos which has followed. Beyond safety concerns, the subcommittee has been working on comprehensive updates to the rider for almost 3 years.
- b. This presentation covers changes in rider revisions 9/2024, 12/2024, and 6/2025. The first 2 were exclusively legislative-mandated changes and the latest revision includes both legislative changes and the comprehensive update.



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- c. Relocation of condominium contact information, change to defined term "Association", now "Condominium Association" throughout the rider.
- d. Most changes are designed for clarity of reading rather than change to substance.
- e. Paragraph 3(c) was area of significant updates, but primarily to improve readability, remove reference to "pending" assessments which had been problematic in application over the last few years, and increase negotiability between the parties as to who is going to pay special assessments, both at and after closing.
- f. The 9/2024 revision to the rider changed the Paragraph 5 term "Year End Financial Statements" to "Annual Financial Statement and Annual Budget", which was a statutory change from the 2024 session.
- g. The 6/2025 changes to Paragraph 5 are also statutory and change the voidability period following receipt of the mandatory disclosures from 3 business days to 7 business days!
- h. Refresher on condominium required disclosures (old news, but worth repeating)
 - i. Declaration of Condominium, including all amendments thereto
 - ii. Bylaws of the Association
 - iii. Articles of Organization of the Association
 - iv. Rules and Regulations
 - v. FAQ
 - vi. Annual Financial Statement
 - vii. Annual Budget
 - viii. DBPR Governance Form
- i. Paragraph 6 – big changes!
 - i. Creation of subparagraph (a), which is what was formerly the entire paragraph. Also removed the option for buyer to say they don't want a copy of the required disclosures, since the delivery of the disclosures by the seller can't be waived and is the trigger for running of the 7 business day voidability period.
 - ii. New subparagraph (b) allows buyers to include additional disclosure items they want to review as part of their due diligence, with a termination right that tracks the language of the voidability statute, for consistency within the rider.



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- j. No changes to paragraphs 7 and 8 other than re-numbering in the 6/2025 revision – they used to be paragraphs 8 and 9.
- k. Paragraph 9 (formerly 10): In the 12/2024 rider revision, in compliance with Condo 3.0 (passed in the 2024 legislative session), this paragraph was revised to include a series of questions about turnover inspections, milestone inspections and structural integrity reserve studies. The new paragraph asked if each of these particular inspections or studies is required for the subject condominium, then sets forth the statutory requirements and remedies if they are required and not delivered to the buyer prior to contract execution – spoiler alert: it's another voidability period! In Condo 3.0, the Legislature established the voidability period at 3 business days, but that was changed in Condo 4.0 (and the 6/2025 rider revision) to 7 business days, to match the nondeveloper disclosure voidability period.
- l. There are subsections in Paragraph 9 for Milestone Inspections (sub (a)), Turnover Inspection Reports (sub (b)), and Structural Integrity Reserve Studies (sub (c)), each of which have 3 subparts that are substantially the same. In each of the subparagraphs, the first option should be selected if the specific report IS REQUIRED and HAS BEEN COMPLETED. This triggers the new voidability provision. If the property where the unit is located is NOT REQUIRED to complete the item described in the subparagraph, then subpart (ii) should be selected. Lastly, check the box for subpart (iii) if the association is REQUIRED to have completed the item in question but HAS NOT YET COMPLETED it. Think of this section of Paragraph 9 like one of those old "Choose Your Own Adventure" books – remember those? Selecting subpart (i) in each subparagraph directs you to subparagraph (d) – where even more check boxes await. Selecting (ii) or (iii) is the end of the inquiry and subparagraph (d) will not apply FOR THAT PARTICULAR ITEM. It's relevant to note that the selections in (a), (b) and (c) could (and likely will be) different for the property being sold. For example, an Association might be required to complete a Milestone Inspection report and SIR Study, but not have a requirement for the Turnover Inspection report described in subparagraph (b).
- m. How does paragraph 9 work in practice? Let's say one or more of the items (milestone inspection, turnover inspection report, or SIRS) is required and completed – what are the buyer's rights related to those items? FIRST, the buyer is entitled to receive a copy of the report(s) at least seven business days prior to execution of the contract. Which, in real life, is basically never going to happen. So if the buyer hasn't received the report(s) in that time frame, THEN the contract is voidable by the buyer giving written notice of their intent to cancel within 7 business days after buyer receives the last of the items required to be provided.



- n. For those interested in the nitty gritty details, and additional information not likely to be covered in the live presentation, the following subparagraphs contain additional information about what each of these reports actually are.
- o. MILESTONE INSPECTION:
 - i. It is helpful to explore briefly the statutory requirements for understanding what condo projects are required to complete milestone inspections. Here, we look to that portion of Chapter 553 which also known as the Florida Building Code (subparts .70 - .8991). Going all the way back to special legislative session in 2022 after the Surfside condo collapse, we find the Legislature determining that all buildings which are three habitable*** stories or more in height (as determined under the Florida Building Code) and which are subject, in whole or in part, to residential condominium or cooperative ownership should be subjected to a milestone inspection by December 31 of the year in which the building reaches 30 years of age, and then every 10 year thereafter. Local enforcement agencies were also given leeway under the statute to require the initial milestone inspection within 25 years after the building receives a certificate of occupancy if “local circumstances”, which could include proximity to salt water, are determined to exist which would merit an earlier initial inspection. A “local enforcement agency” under the Building Code is the agency with jurisdiction to make inspections of buildings and enforce state and local design and building codes; this can be an arm of a local government (city or county), a local school board, or trustees of a community college or state university.
***(this is an addition under Condo 4.0 which became law on 7/1/2025)
 - ii. What is a milestone inspection? It is a structural inspection of the load-bearing elements, primary structural members, and primary structural systems of a building by a licensed architect or engineer in which the licensee must attest to the life safety and adequacy of the structural components of the building(s) and include, to the extent reasonably possible, a determination of any necessary maintenance, repair or replacement of any structural component of the building(s). That’s quite a mouthful – let’s unpack it a little bit. “Load-bearing elements” are pretty self-explanatory, right? Floors, ceilings, footers (if visible), foundations (if visible), columns, headers. “Primary structural members” and “primary structural systems” are really just a different, perhaps more comprehensive, way to describe “load-bearing elements” (but I’m not an engineer and know that this explanation is a gross oversimplification); those terms would include, again, columns, beams, bearing walls, girders, braced frames, roof and floor panels and slabs, and then also the interconnection of those items into a complete system, like



the load-bearing wall system, the frame system, the truss system, the shear wall system, the rigid frame system, and the core system.

- iii. What is the process of the inspection? Phase one, which must be completed for all buildings that are required to have a milestone inspection report, includes a visual examination of both habitable and nonhabitable areas by the licensee so that a qualitative assessment of the structural condition can be made. If there are no signs of “substantial structural deterioration” to any building components, then no further (phase two) inspection is required. At the completion of the phase one inspection, the licensee must submit a signed and sealed copy of their report, which must include a separate summary section, to the local enforcement agency, the Association, and any other owner of any portion of the building which is not subject to condominium or cooperative ownership. If the phase one inspection reveals “substantial structural deterioration” of any component, then a phase two inspection must be performed to fully assess the areas of structural distress so that soundness and safety of the building can be confirmed and a complete program for assessing and repairing distressed and damaged areas can be recommended. Phase two inspections can involve invasive or destructive testing, if necessary. The licensee must submit another signed and sealed report, with a summary, to the same group of constituents when the phase two inspection is complete. Unless a shorter time period is instituted by the local government (board of county commissioners or municipal governing body), repairs identified as being necessary within a phase two report must be commenced within one year (365 days) of the Association’s receipt of the report.
- iv. The Association is responsible for ensuring that condo and coop owners receive a copy of the inspector-prepared summary of the phase one report and any phase two report within 45 days after receipt from the licensee. The summary must be delivered in a physical copy (by mail or personal delivery, or by email/fax if the owner has previously consented to electronic notices), it must be physically posted on the property in a conspicuous location (like where meeting notices are posted), and it must be published on the Association’s website, if the Association is required to have a website (25 units or more). The full report is part of the records of the Association, available to any owner upon request, and must also be posted on any required Association website.
- v. New in Condo 4.0 is a requirement that each local enforcement agency prepare a comprehensive report to the Department of Business and Professional Regulation which includes the following information:



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- The number many buildings in the jurisdiction required to have a milestone inspection.
- The number of phase one inspections which have been completed.
- The number of buildings granted an extension for their phase one inspections.
- The number of phase two inspections required.
- The number of required phase two inspections which have been completed.
- The number, type and value of permit applications received to complete repairs required by a phase two inspections.
- A list of buildings deemed unsafe or uninhabitable as determined by a milestone inspection.
- The license number of the building official responsible for milestone inspections for the local enforcement agency.

The first of these reports is due 12/31/2025, and it must be updated by 12/31 of each succeeding year. The Department will work with the Legislature to present the annual findings to Legislative leadership (President of the Senate and Speaker of the House).

p. TURNOVER REPORT:

- i. This requirement is really designed only for new turnovers, since the disclosure isn't required for any turnover occurring after July 1, 2023. To help brokers and agents understand when turnover is required and what must be in the turnover report, a brief reminder on those statutory requirements.
- i. Under Section 718.301(4), a developer is required to turn over control of the association to the unit owners whenever unit owners other than the developer are entitled to elect a majority of the board of directors – but when does that happen? According to subparagraph (1) of the same section, unit owners are entitled to elect a majority of the board at the earliest to occur of:
 - 3 years after 50% of the units which will be operated by the association have been sold to purchasers (includes all future phases);
 - 3 months after 90% of the units which will be operated by the association have been sold to purchasers (includes all future phases);
 - When all units which will be operated by the association are complete, some have been sold to purchasers, and no others are being offered for sale by the developer in the ordinary course of business;



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- When some of the units have been sold to purchasers, no planned units are being constructed, and no units are being offered for sale by the developer in the ordinary course of business;
 - The developer has sought bankruptcy protection;
 - A receiver has been appointed for the developer and not discharged within 30 days of appointment, unless the court in the receivership determines transfer would be detrimental to the association or its members; OR
 - 7 years after the date of recording of the surveyor's certificate (which goes along with the Declaration of Condominium) or the recording of a conveyance to a purchaser which does not include an assignment of developer's rights, whichever occurs first. NOTE: for associations which will ultimately operate more than one condominium (phased or multi-building projects), then this category changes to whichever of the foregoing recordings occurs first for the first condominium building or phase to be operated by the association.
- iii. So when the appropriate milestone (pun intended) has been reached under Section 718.301(1), the developer must "simultaneously" turn over the following records:
- Original or certified copy of the recorded Declaration
 - Certified copy of articles of incorporation of the association
 - Bylaws of the association
 - Minute books, including all minutes, and other books and corporate records
 - Rules and regulations of the association
 - Resignations of developer-appointed board members and officers who are required to resign because of the change in control
 - Financial records, prepared in accordance with GAAP and audited (the developer has 90 days from the milestone occurrence to turn these over)
 - Association funds (or control of them)
 - All tangible personal property owned by the association
 - A copy of the plans and specs for construction of the condo (not applicable for conversions occurring more than 3 years after original construction)
 - A list of all contractors, subs and suppliers for the construction and landscaping
 - Insurance policies



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- Copies of all certificates of occupancy for the condo property
- All permits in force or issued within 1 year prior to turnover
- All written warranties that are still in effect
- A roster of unit owners and their contact information
- Leases of the common elements or to which the association is a party
- Employment and service contracts the association is a party to which require payment by the association to a person performing a service
- A copy of the recorded surveyor's certificate for the Declaration or the recorded transfer of a unit not accompanied by an assignment of developer's rights
- The most recent structural integrity reserve study
- A turnover inspection report, which amounts to a structural integrity reserve study, signed and sealed by an architect or engineer, attesting to the required maintenance, condition, useful life, and replacement costs of:
 - Roof
 - Structure (load-bearing walls, primary structural members and systems)
 - Fireproofing and fire protection systems
 - Plumbing
 - Electrical systems
 - Waterproofing and exterior painting
 - Windows and exterior doors
- A turnover inspection report, signed and sealed by an architect or engineer, attesting to the required maintenance, condition, useful life, and replacement costs of:
 - Elevators
 - Heating and cooling systems
 - Swimming pool or spa and equipment
 - Seawalls
 - Pavement and parking areas
 - Drainage systems
 - Irrigation systems



- iv. The last two items (in bold and italics) are the reports identified in the disclosure requirement of Section 718.503(2)(e), F.S. and embodied in Paragraph 9 of the rider. The questions for the disclosure are, basically, has turnover occurred or is it required to have occurred (in other words, have any of the milestone conditions occurred since 7/1/2023 or later); if yes, then were the turnover inspection reports completed by the developer and given to the association.
- q. STRUCTURAL INTEGRITY RESERVE STUDY (SIRS):
- i. What is a SIRS, you ask? According to the definitions in Section 718.103(26), F.S., it means a study of the reserve funds required for future major repairs and replacement of the condominium property, performed in accordance with the requirements set forth in Section 718.112(2)(g). And what are those requirements? I'm so glad you asked!
- ii. Section 718.112 is the provision of the condo law that mandates what MUST BE included in an association's bylaws. Tucked into subpart (2)(g) is the SIRS requirement. Every residential condo association must complete a SIRS at least every 10 years after the condo creation for each building on the property which is three (habitable*) stories or higher in height. *"habitable" was added in HB913 effective 7/1/2025. At a minimum, the SIRS must study the following items related to the structural integrity and safety of the building (hold on to your hats, as these are going to seem pretty familiar after the review of "turnover inspection report" from above):
- Roof
 - Structure (load-bearing walls, primary structural members and systems)
 - Fireproofing and fire protection systems
 - Plumbing
 - Electrical systems
 - Waterproofing and exterior painting
 - Windows and exterior doors
 - Any other item with a deferred maintenance expense or replacement cost that exceeds \$10,000 (increasing to \$25K, or the inflation-adjusted amount determined by the Division of Condo every February starting in 2026, under HB913 effective 7/1/2025) if the failure to replace or maintain such item will negatively affects the items described above.



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- iii. The SIRS includes a visual inspection of the property and must be performed by an architect or “certified reserve specialist” or “professional reserve analyst” by the Community Associations Institute or the Association of Professional Reserve Analysts. HB913 also add some conflict of interest language which will prohibit the SIRS from being completed by someone who also submits a bid to perform the recommended services set forth within the SIRS report.
- iv. The SIRS must, at a minimum, identify each items of the condo property which was visually inspected, state the estimated remaining useful life and the estimated replacement cost or deferred maintenance expense for each such item, and provide a reserve funding schedule with a recommended annual reserve amount necessary to achieve the estimated replacement cost or deferred maintenance expenses by the end of the estimated remaining useful life thereof.
- v. Within 45 days after receiving the SIRS, the association must distribute a copy to each unit owner by mail or personal delivery, or by electronic delivery if the owner has consented to receive notices by electronic transmission. One particularly useful change in HB913 requires the Division of Condos to adopt a rule prescribing the form of the SIRS for all condos, which will make it much easier for unit owners to understand the studies from one project to the next, and for industry participants (like lenders) to properly underwrite the risks identified in the SIRS.

Questions and Answers



Residential Contract For Sale And Purchase

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



1* **PARTIES:** _____ ("Seller"),
 2* and _____ ("Buyer"),

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

6 **1. PROPERTY DESCRIPTION:**

- 7* (a) Street address, city, zip: _____
 8* (b) Located in: _____ County, Florida. Property Tax ID #: _____
 9* (c) Real Property: The legal description is _____
 10 _____
 11 _____

12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
 13 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
 14 by other terms of this Contract.

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

21* Other Personal Property items included in this purchase are: _____
 22 _____

23 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- 24* (e) The following items are excluded from the purchase: _____
 25 _____

26 **PURCHASE PRICE AND CLOSING**

27* **2. PURCHASE PRICE** (U.S. currency): _____ \$ _____

- 28* (a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** \$ _____
 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 _____ (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: _____

34* Address: _____ Phone: _____

35* Email: _____ Fax: _____

- 36* (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10)
 37* days after Effective Date \$ _____

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

- 39* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 _____

40* (d) Other: _____ \$ _____

- 41* (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
 42* transfer or other Collected funds (See STANDARD S) \$ _____

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

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

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

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

53* this Contract, the Closing shall occur on _____ ("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), except with respect to any items identified by Buyer pursuant to
 72 Paragraph 12, prior to taking occupancy, which require repair, replacement, treatment or remedy.

73* (b) **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is
 74 subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after
 75 Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof
 76 shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all
 77 within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of
 78 occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such
 79 election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the
 80 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s)
 81 and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not
 82 be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after
 83 Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

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

87 **FINANCING**

88 **8. FINANCING:**

89* (a) This is a cash transaction with no financing contingency.
 90* (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan Approval
 91* Period"); (1) Buyer obtaining approval of a conventional FHA VA or other _____ (describe)
 92* mortgage loan for purchase of the Property for a (CHECK ONE): fixed, adjustable, fixed or adjustable rate
 93* in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then
 94* prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years
 95* ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the
 96* Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender
 97* to provide Financing for Buyer and proceed to Closing ("Appraisal").

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

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

107 (ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's
 108 mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions

109 of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status
 110 and progress and release preliminary and finally executed closing disclosures and settlement statements, as
 111 appropriate and allowed, to Seller and Broker.

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

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

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

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

- 133* (c) Assumption of existing mortgage (see Rider D for terms).
 134* (d) Purchase money note and mortgage to Seller (see Rider C for terms).

135 **CLOSING COSTS, FEES AND CHARGES**

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

137 (a) **COSTS TO BE PAID BY SELLER:**

- 138 • Documentary stamp taxes and surtax on deed, if any • HOA/Condominium Association estoppel fees
 139 • Owner's Policy and Charges (if Paragraph 9(c)(i) is checked) • Recording and other fees needed to cure title
 140 • Title search charges (if Paragraph 9(c)(iii) is checked) • Seller's attorneys' fees
 141 • Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked) • Seller's Closing Services
 142* • Charges for FIRPTA withholding and reporting • Other: _____
 143 • Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked) • Other: _____
 144* • Charges for FIRPTA withholding and reporting

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

- 146* (i) up to \$ _____ or _____ % (1.5% if left blank) for General Repair Items ("General Repair
 147 Limit"); and
 148* (ii) up to \$ _____ or _____ % (1.5% if left blank) for WDO treatment and repairs ("WDO Repair
 149 Limit"); and
 150 (iii) up to \$ _____ or _____ % (1.5% if left blank) for costs associated with closing out open or
 151 expired building permits and obtaining required building permits for any existing improvement for which a
 152 permit was not obtained ("Permit Limit").

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

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 162 **[The remainder of this page is intentionally left blank.**
 163 **This Contract continues with Paragraph 9(b) on Page 4 of 14.]**

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(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: _____
- ~~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)
- Buyer's Closing Services

(c) TITLE EVIDENCE AND INSURANCE: At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance, or other evidence of title covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and title search (collectively, "Owner's Policy and Charges") shall be paid as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency. At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

"Closing Services" shall have the meaning ascribed to that term in Section 627.7711(1)(a), F.S.; each party shall bear their own Closing Services fees payable to Closing Agent or such other provider(s) as each party may select.

(CHECK ONE):

- (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges. Buyer shall pay premiums for any lender's title policy and endorsements; or Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or
- (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and premiums for any lender's title policy and endorsements; or Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or
- (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION];** Buyer shall designate Closing Agent and pay for premiums for owner's title policy, any lender's title policy and endorsements, and any post-Closing continuation. Seller shall pay actual costs for: (A) a title search or continuation of title evidence acceptable to Buyer's title insurance underwriter, not to exceed \$ _____ (if left blank, then \$200.00); (B) tax search; and (C) municipal lien search. Buyer shall designate Closing Agent. Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ _____ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

- 220 (d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property
 221 surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real
 222 Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.
- 223 (e) **HOME WARRANTY:** At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by
 224 _____ at a cost not to exceed \$ _____. A home
 225 warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in
 226 appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.
- 227 (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body
 228 ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and
 229 ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an
 230 improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being
 231 imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may
 232 be paid in installments (**CHECK ONE**):
 233 (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.
 234 Installments prepaid or due for the year of Closing shall be prorated.
 235 (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body
 236 to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be
 237 deemed selected for such assessment(s).
 238 IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.
 239 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district
 240 (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to
 241 Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

242 **DISCLOSURES**

243 **10. DISCLOSURES:**

- 244 (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in
 245 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
 246 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding
 247 radon and radon testing may be obtained from your county health department.
- 248 (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller
 249 does not know of any improvements made to the Property which were made without required permits or made
 250 pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79,
 251 F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then
 252 Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession,
 253 knowledge, or control relating to improvements to the Property which are the subject of such open permits or
 254 unpermitted improvements.
- 255 (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or
 256 desires additional information regarding mold, Buyer should contact an appropriate professional. See Rider I
 257 MOLD INSPECTION.
- 258 (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood
 259 zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to
 260 improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"
 261 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and
 262 Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or
 263 flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage
 264 through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer
 265 may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after
 266 Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
 267 obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone
 268 designation of Property.
- 269 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure
 270 required by Section 553.996, F.S.
- 271 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is
 272 mandatory.
- 273 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS**
 274 **CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'**
 275 **ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

- 276 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
 277 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO
 278 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
 279 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
 280 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
 281 COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- 282 (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if
 283 Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer
 284 and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller
 285 is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status,
 286 under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD
 287 V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax
 288 advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to
 289 FIRPTA.
- 290 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are
 291 not readily observable and which have not been disclosed to Buyer. Except as otherwise disclosed in writing
 292 Seller has received no written or verbal notice from any governmental entity or agency as to a currently
 293 uncorrected building, environmental or safety code violation.

294 **PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

295 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, and those repairs,
 296 replacements or treatments required to be made by this Contract, Seller shall maintain the Property, including, but
 297 not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("Maintenance Requirement").
 298 See Paragraph 9(a) for escrow procedures, if applicable.

299 **12. PROPERTY INSPECTION AND REPAIR:**

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

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

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

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

331 (iii) **General Property Repairs:** Seller is only obligated to make such general repairs as are necessary to bring
 332 items into the condition specified in Paragraph 12(b) (ii) above. Seller shall within 10 days after receipt of Buyer's

333 written notice or General Inspection report, either have the reported repairs to General Repair Items completed
 334 at Seller's expense, or have repairs estimated by an appropriately licensed person and a copy delivered to
 335 Buyer, or have a second inspection made by a Professional Inspector and provide a copy of such report and
 336 estimates of repairs to Buyer. If Buyer's and Seller's inspection reports differ and the parties cannot resolve the
 337 differences, Buyer and Seller together shall choose, and equally split the cost of, a third Professional Inspector,
 338 whose written report shall be binding on the parties.
 339 If cost to repair General Repair Items equals or is less than the General Repair Limit, Seller shall have repairs
 340 made in accordance with Paragraph 12(f). If cost to repair General Repair Items exceeds the General Repair
 341 Limit, then within 5 days after a party's receipt of the last estimate: (A) Seller may elect to pay the excess by
 342 delivering written notice to Buyer, or (B) Buyer may deliver written notice to Seller designating which repairs of
 343 General Repair Items Seller shall make (at a total cost to Seller not exceeding the General Repair Limit) and
 344 agreeing to accept the balance of General Repair Items in their "as is" condition, subject to Seller's continuing
 345 Maintenance Requirement. If neither party delivers such written notice to the other, then either party may
 346 terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all
 347 further obligations under this Contract.

348 (c) **WOOD DESTROYING ORGANISM ("WDO") INSPECTION AND REPAIR:**
 349 (i) **WDO Inspection:** The Property may be inspected by a Florida-licensed pest control business ("WDO
 350 Inspector") to determine the existence of past or present WDO infestation and damage caused by infestation
 351 ("WDO Inspection"). Buyer shall, within the Inspection Period, deliver a copy of the WDO Inspector's written
 352 report to Seller if any evidence of WDO infestation or damage is found. "Wood Destroying Organism" ("WDO")
 353 means arthropod or plant life, including termites, powder-post beetles, oldhouse borers and wood-decaying
 354 fungi, that damages or infests seasoned wood in a structure, excluding fences.
 355 (ii) **WDO Repairs:** If Seller previously treated the Property for the type of WDO found by Buyer's WDO
 356 Inspection, Seller does not have to retreat the Property if there is no visible live infestation, and Seller, at Seller's
 357 cost, transfers to Buyer at Closing a current full treatment warranty for the type of WDO found. Seller shall within
 358 10 days after receipt of Buyer's WDO Inspector's report, have reported WDO damage estimated by an
 359 appropriately licensed person, necessary corrective treatment, if any, estimated by a WDO Inspector, and a
 360 copy delivered to Buyer. Seller shall have treatments and repairs made in accordance with Paragraph 12(f)
 361 below up to the WDO Repair Limit. If cost to treat and repair the WDO infestations and damage to Property
 362 exceeds the WDO Repair Limit, then within 5 days after receipt of Seller's estimate, Buyer may deliver written
 363 notice to Seller agreeing to pay the excess, or designating which WDO repairs Seller shall make (at a total cost
 364 to Seller not exceeding the WDO Repair Limit), and accepting the balance of the Property in its "as is" condition
 365 with regard to WDO infestation and damage, subject to Seller's continuing Maintenance Requirement. If Buyer
 366 does not deliver such written notice to Seller, then either party may terminate this Contract by written notice to
 367 the other, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further
 368 obligations under this Contract.

369 (d) **INSPECTION AND CLOSE-OUT OF BUILDING PERMITS:**
 370 (i) **Permit Inspection:** Buyer may have an inspection and examination of records and documents made to
 371 determine whether there exist any open or expired building permits or unpermitted improvements to the
 372 Property ("Permit Inspection"). Buyer shall, within the Inspection Period, deliver written notice to Seller of the
 373 existence of any open or expired building permits or unpermitted improvements to the Property. If Buyer's
 374 inspection of the Property identifies permits which have not been properly closed or improvements which were
 375 not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information
 376 in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of
 377 such open permits or unpermitted improvements.
 378 (ii) **Close-Out of Building Permits:** Seller shall, within 10 days after receipt of Buyer's Permit Inspection notice,
 379 have an estimate of costs to remedy Permit Inspection items prepared by an appropriately licensed person and
 380 a copy delivered to Buyer. No later than 5 days prior to Closing Date, Seller shall, up to the Permit Limit, have
 381 open and expired building permits identified by Buyer or known to Seller closed by the applicable governmental
 382 entity, and obtain and close any required building permits for improvements to the Property. Prior to Closing
 383 Date, Seller will provide Buyer with any written documentation that all open and expired building permits
 384 identified by Buyer or known to Seller have been closed out and that Seller has obtained and closed required
 385 building permits for improvements to the Property. If final permit inspections cannot be performed due to delays
 386 by the governmental entity, Closing Date shall be extended for up to 10 days to complete such final inspections,
 387 failing which, either party may terminate this Contract, and Buyer shall be refunded the Deposit, thereby
 388 releasing Buyer and Seller from all further obligations under this Contract.
 389 If cost to close open or expired building permits or to remedy any permit violation of any governmental entity
 390 exceeds Permit Limit, then within 5 days after a party's receipt of estimates of cost to remedy: (A) Seller may

391 elect to pay the excess by delivering written notice to Buyer; or (B) Buyer may deliver written notice to Seller
 392 accepting the Property in its "as is" condition with regard to building permit status and agreeing to receive credit
 393 from Seller at Closing in the amount of Permit Limit. If neither party delivers such written notice to the other,
 394 then either party may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer
 395 and Seller from all further obligations under this Contract.
 396 (e) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior
 397 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and
 398 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
 399 Property are on the Property and to verify that Seller has maintained the Property as required by the
 400 Maintenance Requirement, has made repairs and replacements required by this Contract, and has met all other
 401 contractual obligations.
 402 (f) **REPAIR STANDARDS; ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:**
 403 All repairs and replacements shall be completed in a good and workmanlike manner by an appropriately
 404 licensed person, in accordance with all requirements of law, and shall consist of materials or items of quality,
 405 value, capacity and performance comparable to, or better than, that existing as of the Effective Date. Except as
 406 provided in Paragraph 12(c)(ii), at Buyer's option and cost, Seller will, at Closing, assign all assignable repair,
 407 treatment and maintenance contracts and warranties to Buyer.

408 **ESCROW AGENT AND BROKER**

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

429 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,
 430 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate
 431 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property
 432 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the
 433 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or
 434 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND
 435 GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND
 436 FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,
 437 WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each
 438 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and
 439 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at
 440 all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with
 441 or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of
 442 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or
 443 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task
 444 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,
 445 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services
 446 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.
 447 Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and

448 paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve
449 Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker
450 will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

451 **DEFAULT AND DISPUTE RESOLUTION**

452 **15. DEFAULT:**

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

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

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

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

470 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
471 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
472 16(b).

473 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
474 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
475 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
476 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
477 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph
478 16 shall survive Closing or termination of this Contract.

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

484 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

485 **18. STANDARDS:**

486 **A. TITLE:**
487 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
488 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall
489 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at
490 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance
491 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,
492 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,
493 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the
494 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of
495 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than
496 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
497 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach
498 addendum); provided, that, unless waived by Paragraph 12 (a), there exists at Closing no violation of the foregoing
499 and none prevent use of the Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of
500 items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined
501 according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

502 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller
 503 in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is
 504 delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of
 505 receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after
 506 receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer
 507 shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver
 508 written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this
 509 Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If
 510 Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,
 511 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which
 512 Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or
 513 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has
 514 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c)
 515 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all
 516 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and
 517 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,
 518 thereby releasing Buyer and Seller from all further obligations under this Contract.

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

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

529 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
 530 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security
 531 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)
 532 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit,
 533 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or
 534 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph
 535 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller
 536 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this
 537 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under
 538 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations
 539 thereunder.

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

548 **F. TIME: Time is of the essence in this Contract.** Calendar days, based on where the Property is located, shall
 549 be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3,
 550 any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or
 551 inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5
 552 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
 553 Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a
 554 day on which a national legal public holiday is observed.

555 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to exercise or perform any right or obligation under
 556 this Contract or be liable to each other for damages so long as performance or non-performance of the right or
 557 obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,
 558 caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather,
 559 earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of

580 terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by
 581 exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome.
 582 The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents
 583 performance, non-performance, or the availability of services, insurance or required approvals essential to Closing.
 584 All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time
 585 up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however,
 586 if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond
 587 Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit
 588 shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

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

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

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

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

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

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

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

626 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of
 627 the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes
 628 (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments
 629 imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents
 630 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable,
 631 in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required
 632 by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited
 633 to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on
 634 current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment
 635 is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's
 636 assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements

617 on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st
 618 of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be
 619 agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an
 620 informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the
 621 maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an
 622 estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K
 623 shall survive Closing.

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

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

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

642 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT**
 643 **EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public or official records. This
 644 Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in
 645 interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and
 646 delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party
 647 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,
 648 facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures
 649 hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic
 650 signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

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

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

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

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

665 **T. RESERVED.**

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

669 **V. FIRPTA TAX WITHHOLDING:** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA,
 670 Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15%
 671 of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service
 672 (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate
 673 from the IRS authorizing a reduced amount of withholding.

- 674 (i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can
- 675 provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury,
- 676 stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and
- 677 home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer
- 678 shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds
- 679 to the IRS.
- 680 (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced
- 681 or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the
- 682 reduced sum required, if any, and timely remit said funds to the IRS.
- 683 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has
- 684 provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been
- 685 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller
- 686 on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in
- 687 escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the
- 688 parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted
- 689 directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.
- 690 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this
- 691 transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the
- 692 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for
- 693 disbursement in accordance with the final determination of the IRS, as applicable.
- 694 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms
- 695 8288 and 8288-A, as filed.

ADDENDA AND ADDITIONAL TERMS

696
697 **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this
698 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 | <input type="checkbox"/> Y. Seller's Attorney Approval |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> Line | <input type="checkbox"/> Z. Buyer's Attorney Approval |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> O. Insulation Disclosure | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> E. FHA/VA Financing | <input type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> BB. Binding Arbitration |
| <input type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> Q. Housing for Older Persons | <input type="checkbox"/> CC. Miami-Dade County
Special Taxing District
Disclosure |
| <input type="checkbox"/> G. Short Sale | <input type="checkbox"/> R. Rezoning | <input type="checkbox"/> DD. Seasonal/Vacation Rentals |
| <input type="checkbox"/> H. Homeowners/Flood Ins | <input type="checkbox"/> S. Lease Purchase/ Lease Option | <input type="checkbox"/> EE. PACE Disclosure |
| <input type="checkbox"/> I. Mold Inspection | <input type="checkbox"/> T. Pre-Closing Occupancy | <input type="checkbox"/> FF. Credit Related to Buyers |
| <input type="checkbox"/> J. Interest-Bearing Acct. | <input type="checkbox"/> U. Post-Closing Occupancy | <input type="checkbox"/> Broker Compensation |
| <input type="checkbox"/> K. "As Is" | <input type="checkbox"/> V. Sale of Buyer's Property | <input type="checkbox"/> GG. Sellers Agreement with |
| <input type="checkbox"/> L. Right to Inspect/ Cancel | <input type="checkbox"/> W. Back-up Contract | <input type="checkbox"/> Respect to Buyers Broker |
| <input type="checkbox"/> M. Defective Drywall | <input type="checkbox"/> X. Kick-out Clause | <input type="checkbox"/> Compensation |
| <input type="checkbox"/> N. Coastal Construction | <input type="checkbox"/> Y. Seller's Attorney Approval | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Control Line | <input type="checkbox"/> Z. Buyer's Attorney Approval | _____ |

699 **20. ADDITIONAL TERMS:** _____

700 _____

701 _____

702 _____

703 _____

704 _____

705 _____

706 _____

707 _____

708 _____

709 _____
710 _____
711 _____
712 _____
713 _____
714 _____
715 _____
716 _____

717

COUNTER-OFFER

718 * Seller counters Buyer's offer.

FOR EDUCATIONAL PURPOSES ONLY

719

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

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

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

726 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO
727 BE COMPLETED.

728

ATTENTION: SELLER AND BUYER

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

735 **At time of purchase, Buyer must provide a signed affidavit which complies with the requirements of the Act.**
736 **Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.**

737* Buyer: _____ Date: _____

738* Buyer: _____ Date: _____

739* Seller: _____ Date: _____

740* Seller: _____ Date: _____

741 Buyer's address for purposes of notice Seller's address for purposes of notice

742* _____

743* _____

744* _____

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

751* _____ Listing Sales Associate

752 Cooperating Sales Associate, if any

753* _____ Listing Broker

754 Cooperating Broker, if any

"AS IS" Residential Contract For Sale And Purchase

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



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

6 **1. PROPERTY DESCRIPTION:**
 7* (a) Street address, city, zip: _____
 8* (b) Located in: _____ County, Florida. Property Tax ID #: _____
 9* (c) Real Property: The legal description is _____

10 _____
 11 _____
 12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
 13 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
 14 by other terms of this Contract.

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

22 _____
 23 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.
 24* (e) The following items are excluded from the purchase: _____

25 _____

PURCHASE PRICE AND CLOSING

26
 27* **2. PURCHASE PRICE** (U.S. currency): \$ _____

28* (a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** \$ _____
 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 _____ (if left blank,
 31 then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii)
 32 SHALL BE DEEMED SELECTED.

33* Escrow Agent Name: _____
 34* Address: _____ Phone: _____
 35* Email: _____ Fax: _____

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

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

40* (d) Other: \$ _____

41 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
 42* transfer or other Collected funds (See STANDARD S) \$ _____

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

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

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

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

53* this Contract, the Closing shall occur on _____ ("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 _____ (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 _____ (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 _____ (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

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 • HOA/Condominium Association estoppel fees
 138 • Owner's Policy and Charges (if Paragraph 9(c)(i) is checked) • Recording and other fees needed to cure title
 139 • Title search charges (if Paragraph 9(c)(iii) is checked) • Seller's attorneys' fees
 140 • Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked) • Seller's Closing Services Other: _____
 141 • Charges for FIRPTA withholding and reporting • Other: _____

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.

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

155 (c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (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, or other evidence of title
 160 covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective
 161 Date. The owner's title policy premium and, title search and closing services (collectively, "Owner's Policy and
 162 Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any
 163 lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently
 164 on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract

165 "municipal lien search" means a search of records necessary for the owner's policy of title insurance to be issued
 166 without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any
 167 governmental body, authority or agency.
 168 ~~(c) "Closing Services" shall have the meaning ascribed to that term in Section 627.7711(1)(a), F.S.;~~
 169 ~~each party shall bear their own Closing Services fees payable to Closing Agent or such other provider(s)~~
 170 ~~as each party may select.~~

171 **(CHECK ONE):**

172 (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges ~~and Buyer shall pay the~~
 173 ~~premiums for Buyer's any lender's title policy and charges for closing services related to the lender's policy,~~
 174 ~~endorsements, or and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other~~
 175 ~~provider(s) as Buyer may select; or~~

176 (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and ~~charges-premiums for~~
 177 ~~any closing services related to Buyer's lender's title policy, and endorsements, and loan closing; or~~

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

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

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

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

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

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

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

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

210 **DISCLOSURES**

211 **10. DISCLOSURES:**

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

216 (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller
 217 does not know of any improvements made to the Property which were made without required permits or made
 218 pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79,
 219 F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then
 220 Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession,

- 221 knowledge, or control relating to improvements to the Property which are the subject of such open permits or
 222 unpermitted improvements.
- 223 (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or
 224 desires additional information regarding mold, Buyer should contact an appropriate professional.
- 225 (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood
 226 zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to
 227 improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"
 228 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and
 229 Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or
 230 flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage
 231 through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer
 232 may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after
 233 Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
 234 obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone
 235 designation of Property.
- 236 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure
 237 required by Section 553.996, F.S.
- 238 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is
 239 mandatory.
- 240 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS
 241 CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'
 242 ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- 243 (h) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
 244 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO
 245 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
 246 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
 247 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
 248 COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**
- 249 (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if
 250 Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer
 251 and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller
 252 is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status,
 253 under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD
 254 V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax
 255 advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to
 256 FIRPTA.
- 257 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are
 258 not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding
 259 sentence, Seller extends and intends no warranty and makes no representation of any type, either express or
 260 implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller
 261 has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected
 262 building, environmental or safety code violation.

263 **PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

- 264 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the
 265 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS
 266 IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.
- 267 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**
- 268 (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** *Buyer shall have _____ (if left blank, then 15)
 269 days after Effective Date ("Inspection Period") within which to have such inspections of the Property
 270 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole
 271 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering
 272 written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely
 273 terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall
 274 be released of all further obligations under this Contract; however, Buyer shall be responsible for
 275 prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting*

276 *from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the*
277 *preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to*
278 *terminate granted herein, Buyer accepts the physical condition of the Property and any violation of*
279 *governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to*
280 *Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all*
281 *repairs and improvements required by Buyer's lender.*

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

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

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

299 **ESCROW AGENT AND BROKER**

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

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

320 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,
321 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate
322 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property
323 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the
324 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or
325 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**
326 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND**
327 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,**
328 **WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each
329 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and
330 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at
331 all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with

332 or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of
 333 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or
 334 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task
 335 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,
 336 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services
 337 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.
 338 Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and
 339 paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve
 340 Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker
 341 will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

342 **DEFAULT AND DISPUTE RESOLUTION**

343 **15. DEFAULT:**

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

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

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

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

361 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
 362 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
 363 16(b).

364 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
 365 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
 366 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
 367 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
 368 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph
 369 16 shall survive Closing or termination of this Contract.

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

375 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

376 **18. STANDARDS:**

377 **A. TITLE:**

378 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
 379 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall
 380 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at
 381 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance
 382 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,
 383 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,
 384 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the
 385 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of
 386 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than

387 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
388 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach
389 addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing
390 any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall
391 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance
392 with law.

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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

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

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

420 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
 421 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security
 422 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)
 423 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit
 424 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or
 425 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph
 426 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller
 427 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this
 428 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under
 429 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations
 430 thereunder.

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

439 **F. TIME: Time is of the essence in this Contract.** Calendar days, based on where the Property is located, shall
 440 be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3,
 441 any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or
 442 inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5
 443 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
 444 Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a
 445 day on which a national legal public holiday is observed.

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

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

449 caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather,
 450 earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of
 451 terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by
 452 exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome.
 453 The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents
 454 performance, non-performance, or the availability of services, insurance or required approvals essential to Closing.
 455 All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time
 456 up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however,
 457 if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond
 458 Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit
 459 shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.
 460 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,
 461 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters
 462 described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be
 463 transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this
 464 Contract.
 465 **I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**
 466 (i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by
 467 the party paying for the owner's policy of title insurance and will take place in the county where the Real Property
 468 is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title
 469 insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic
 470 means.
 471 (ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of
 472 sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s),
 473 owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid
 474 receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable,
 475 the survey, flood elevation certification, and documents required by Buyer's lender.
 476 (iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury
 477 Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer
 478 shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial
 479 Owners, including photo identification, and related to the transaction contemplated by this Contract which are
 480 required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to
 481 Closing Agent's collection and report of said information to IRS.
 482 (iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment
 483 provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing
 484 procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing**
 485 **funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.
 486 **J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide
 487 for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following
 488 escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent
 489 for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of
 490 Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from
 491 date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all
 492 Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and,
 493 simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-
 494 convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand
 495 for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect
 496 except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.
 497 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of
 498 the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes
 499 (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments
 500 imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents
 501 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable,
 502 in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required
 503 by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited
 504 to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on
 505 current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

580 terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by
 561 exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome.
 562 The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents
 563 performance, non-performance, or the availability of services, insurance or required approvals essential to Closing.
 564 All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time
 565 up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however,
 566 if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond
 567 Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit
 568 shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

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

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

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

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

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

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

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

606 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of
 607 the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes
 608 (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments
 609 imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents
 610 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable,
 611 in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required
 612 by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited
 613 to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on
 614 current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment
 615 is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's
 616 assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

563 (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate
 564 from the IRS authorizing a reduced amount of withholding.
 565 (i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person", Seller can
 566 provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury,
 567 stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and
 568 home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer
 569 shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds
 570 to the IRS.
 571 (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced
 572 or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the
 573 reduced sum required, if any, and timely remit said funds to the IRS.
 574 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has
 575 provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been
 576 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller
 577 on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in
 578 escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the
 579 parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted
 580 directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.
 581 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this
 582 transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the
 583 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for
 584 disbursement in accordance with the final determination of the IRS, as applicable.
 585 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms
 586 8288 and 8288-A, as filed.

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

ADDENDA AND ADDITIONAL TERMS

594
 595 **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this
 596 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 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 Disclosure |
| <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 type="checkbox"/> U. Post-Closing Occupancy | <input type="checkbox"/> FF. Credit Related to Buyers Broker Compensation |
| <input type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> V. Sale of Buyer's Property | <input type="checkbox"/> GG. Sellers Agreement with Respect to Buyers Broker Compensation |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> W. Back-up Contract | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> X. Kick-out Clause | _____ |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> Y. Seller's Attorney Approval | _____ |
| <input type="checkbox"/> E. FHA/VA Financing | <input type="checkbox"/> Z. Buyer's Attorney Approval | |
| <input type="checkbox"/> F. Appraisal Contingency | | |
| <input type="checkbox"/> G. Short Sale | | |
| <input type="checkbox"/> H. Homeowners/Flood Ins. | | |
| <input type="checkbox"/> I. RESERVED | | |
| <input type="checkbox"/> J. Interest-Bearing Acct. | | |
| <input type="checkbox"/> K. RESERVED | | |
| <input type="checkbox"/> J. Interest-Bearing Acct | | |
| <input type="checkbox"/> K. RESERVED | | |
| <input type="checkbox"/> L. | | |

- RESERVED
- M. Defective Drywall
- N. Coastal Construction Control Line
- RESERVED

FOR EDUCATIONAL PURPOSES ONLY

597* 20. ADDITIONAL TERMS: _____
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COUNTER-OFFER

615
616* Seller counters Buyer's offer.

617 [The remainder of this page is intentionally left blank.
618 This Contract continues with Line 612 on Page 13 of 13.]

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

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

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

626 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK
627 TO BE COMPLETED.

628 ATTENTION: SELLER AND BUYER

629 CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes,
630 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by
631 certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the
632 Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of
633 Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. It is a crime to buy or knowingly
634 sell property in violation of the Act.

635 At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the
636 Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under
637 the Act.

638 Buyer: _____ Date: _____
639 Buyer: _____ Date: _____
640 Seller: _____ Date: _____
641 Seller: _____ Date: _____

642 Buyer's address for purposes of notice Seller's address for purposes of notice
643 _____
644 _____
645 _____

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

652 _____
653 Cooperating Sales Associate, if any Listing Sales Associate
654 _____
655 Cooperating Broker, if any Listing Broker



Comprehensive Rider to the Residential Contract For Sale And Purchase

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between _____ (SELLER) and _____ (BUYER) concerning the Property described as _____

Buyer's Initials _____ Seller's Initials _____

FF. CREDIT RELATED TO BUYER'S BROKER COMPENSATION

Buyer has entered into a separate brokerage agreement, as may be amended (a "Buyer Broker Agreement", which is NOT incorporated herein by this reference) with _____ (insert name of brokerage, "Buyer Broker").

At Closing, Seller agrees to credit Buyer the sum(s) described below, which for disclosure purposes only the parties agree is related to Buyer's obligation under the Buyer Broker Agreement to pay all or a portion of Buyer Broker's compensation (check one):

- checkbox % of the Purchase Price
checkbox
checkbox % of the Purchase Price PLUS \$

In the event the credit described above exceeds the amount allowed by Buyer's lender for such contributions, then, to the extent permitted by Buyer's lender, (check one; if no box is checked, then the balance of the credit will be paid by Seller directly to Buyer Broker) the balance of the credit will be paid by Seller directly to Buyer Broker, or the credit will be reduced to the maximum amount allowed by Buyer's lender.

In the event the credit described above exceeds the limit allowed by the Buyer Broker Agreement, then the credit will be adjusted to the amount allowed under the Buyer Broker Agreement, as may be amended.

This Rider FF shall not modify the Buyer Broker Agreement or any other compensation agreement made between Seller, Buyer, Seller Broker and/or Buyer Broker. Nothing in this Rider FF requires the Buyer or Buyer Broker to provide a copy of the Buyer Broker Agreement to the Seller or Seller Broker.

Broker commissions are not set by law and are fully negotiable.

FF. CREDIT RELATED TO BUYER'S BROKER COMPENSATION



Comprehensive Rider to the
Residential Contract For Sale And Purchase

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between _____ (SELLER) and _____ (BUYER) concerning the Property described as _____

Buyer's Initials _____ Seller's Initials _____

GG. SELLER'S AGREEMENT WITH RESPECT TO BUYER'S BROKER COMPENSATION

This Contract is contingent upon (check one) Seller's Broker and Buyer's Broker or Seller and Buyer's Broker executing a compensation agreement with terms acceptable to Buyer ("Compensation Agreement") within ____ days (if left blank, then *three (3) days*) after the Effective Date ("Time Period"). If the Compensation Agreement described herein is not executed and delivered within the Time Period, then Buyer may, within three (3) days thereafter deliver written notice to Seller, terminating this Contract in which event the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract. If Buyer fails to timely deliver said written notice to Seller, this contingency shall have no further force or effect.

Broker commissions are not set by law and are fully negotiable.

GG. SELLER'S AGREEMENT WITH RESPECT TO BUYER'S BROKER COMPENSATION

Comprehensive Rider to the Residential Contract For Sale And Purchase

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



If initiated by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between _____ (SELLER) and _____ (BUYER) concerning the Property described as _____

Buyer's Initials _____ Seller's Initials _____

A. CONDOMINIUM RIDER

1. CONDOMINIUM ASSOCIATION APPROVAL:

The Association's approval of Buyer (CHECK ONE): is is not required. If approval is required, this Contract is contingent upon Buyer being approved by the Association no later than _____ (if left blank, then 5) days prior to Closing. Within _____ (if left blank, then 5) days after Effective Date Seller shall initiate the approval process with the Association and Buyer shall apply for such approval. Buyer and Seller shall sign and deliver any documents required by the Association in order to complete the transfer of the Property and each shall use diligent effort to obtain such approval, including making personal appearances if required. If Buyer is not approved within the stated time period, this Contract shall terminate and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

2. RIGHT OF FIRST REFUSAL:

- (a) The Association (CHECK ONE): has does not have a right of first refusal ("Right"). If the Association has a Right, this Contract is contingent upon the Association, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the Association is not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration of Condominium ("Declaration", which reference includes all amendments thereto).
- (b) The members of the Association (CHECK ONE): have do not have a Right. If the members do have a Right, this Contract is contingent upon the members, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the members are not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration.
- (c) Buyer and Seller shall, within _____ (if left blank, then 5) days after Effective Date, sign and deliver any documents required as a condition precedent to the exercise of the Right, and shall use diligent effort to submit and process the matter with the Association and members, including personal appearances, if required.
- (d) If, within the stated time period, the Association, the members of the Association, or both, fail to provide the written confirmation or the Right has not otherwise expired, then this Contract shall terminate and the Deposit shall be refunded to the Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.
- (e) If the Association or a member timely exercises its or their Right, this Contract shall terminate and the Deposit shall be refunded to Buyer (unless this Contract provides otherwise), thereby releasing Buyer and Seller from all further obligations under this Contract, and Seller shall pay to Broker the full commission at Closing in recognition that Broker procured the sale.

3. FEES; ASSESSMENTS; PRORATIONS; LITIGATION:

- (a) Condominium Association assessment(s) and Rents: Seller represents that the current Association assessment(s) installments is/are \$ _____ payable (CHECK ONE): monthly quarterly semi-annually annually and if more than one Association assessment \$ _____ payable (CHECK ONE): monthly quarterly semi-annually annually and the current rent on recreation areas, if any, is \$ _____ payable (CHECK ONE): monthly quarterly semi-annually annually

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A. CONDOMINIUM RIDER (CONTINUED)

All annual assessments levied by the Association and rent on recreational areas, if any, shall be made current by Seller at Closing, and Buyer shall reimburse Seller for prepayments.

- (b) Fees: Seller shall, at Closing, pay all fines imposed against the Unit by the Condominium Association as of Closing Date and any fees the Association charges to provide information about the Property, assessment(s) and fees.

If Property is part of a Homeowners' Association, see Rider B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE for further information including additional assessments and fees.

- (c) Special Assessments and Prorations:

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

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

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

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

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

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

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

4. SPRINKLER SYSTEM RETROFIT:

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

5. NON-DEVELOPER DISCLOSURE:

(CHECK ONE):

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

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

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A. CONDOMINIUM RIDER (CONTINUED)

LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING, BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

6. BUYER'S REQUEST FOR DOCUMENTS:

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

7. BUYER'S RECEIPT OF DOCUMENTS:

(COMPLETE AND CHECK ONLY IF CORRECT) Buyer received the documents described in Paragraph 5, above, on _____

8. COMMON ELEMENTS; PARKING:

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

Parking Space(s) # _____ Garage # _____ Other: _____

9. INSPECTIONS AND REPAIRS:

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

10. GOVERNANCE FORM; MILESTONE INSPECTION REPORT; STRUCTURAL INTEGRITY RESERVE STUDY:

(a) GOVERNANCE FORM: Pursuant to Chapter 718, F.S., Buyer is entitled to receive from Seller a copy of the governance form in the format provided by the Division of Florida Condominiums, Timeshares and Mobile Homes of the Department of Business and Professional Regulation, summarizing governance of condominium associations.

(b) MILESTONE INSPECTION REPORT SUMMARY: Pursuant to Section 718.503(2)(a)5, F.S., Buyer who has entered into this Contract is entitled, at Seller's expense, to receive from Seller, before the sale of the Property, a copy of the inspector-prepared summary of the milestone inspection report, as described in Sections 553.899 and 718.301(4)(p), Florida Statutes, if (1) applicable and (2) the summary has been submitted to the Association.

(c) STRUCTURAL INTEGRITY RESERVE STUDY: Pursuant to Section 718.503(2)(a)6, F.S., Buyer who has entered into this Contract is entitled, at Seller's expense, to receive from Seller, before the sale of the Property, a copy of the Association's most recent structural integrity reserve study or a statement that the Association has not completed a structural integrity reserve study.

11. CONDOMINIUMS CREATED WITHIN A PORTION OF A BUILDING OR WITHIN A MULTIPLE PARCEL BUILDING. If applicable, pursuant to Section 718.407, F.S., the following disclosure is provided for condominiums created within a portion of a building or within a multiple parcel building.

DISCLOSURE SUMMARY

THE CONDOMINIUM IN WHICH YOUR UNIT IS LOCATED IS CREATED WITHIN A PORTION OF A BUILDING OR WITHIN A MULTIPLE PARCEL BUILDING. THE COMMON ELEMENTS OF THE CONDOMINIUM CONSIST ONLY OF THE PORTION OF THE BUILDING SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP.

BUYER ACKNOWLEDGES ALL OF THE FOLLOWING:

- (1) THE CONDOMINIUM MAY HAVE MINIMAL COMMON ELEMENTS.
- (2) PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM ARE OR WILL BE

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A. CONDOMINIUM RIDER (CONTINUED)

GOVERNED BY A SEPARATE RECORDED INSTRUMENT. SUCH INSTRUMENT CONTAINS IMPORTANT PROVISIONS AND RIGHTS AND IS OR WILL BE AVAILABLE IN PUBLIC RECORDS.
(3) THE PARTY THAT CONTROLS THE MAINTENANCE AND OPERATION OF THE PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM DETERMINES THE BUDGET FOR THE OPERATION AND MAINTENANCE OF SUCH PORTIONS. HOWEVER, THE ASSOCIATION AND UNIT OWNERS ARE STILL RESPONSIBLE FOR THEIR SHARE OF SUCH EXPENSES.
(4) THE ALLOCATION BETWEEN THE UNIT OWNERS AND THE OWNERS OF THE PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM OF THE COSTS TO MAINTAIN AND OPERATE THE BUILDING CAN BE FOUND IN THE DECLARATION OF CONDOMINIUM OR OTHER RECORDED INSTRUMENT.

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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 _____ (SELLER) and _____ (BUYER) concerning the Property described as _____

Buyer's Initials _____ Seller's Initials _____

A. CONDOMINIUM RIDER

1. ASSOCIATION APPROVAL:

The Association's approval of Buyer (CHECK ONE): is is not required. If approval is required, this Contract is contingent upon Buyer being approved by the Association no later than _____ (if left blank, then 5) days prior to Closing. Within _____ (if left blank, then 5) days after Effective Date Seller shall initiate the approval process with the Association and Buyer shall apply for such approval. Buyer and Seller shall sign and deliver any documents required by the Association in order to complete the transfer of the Property and each shall use diligent effort to obtain such approval, including making personal appearances if required. If Buyer is not approved within the stated time period, this Contract shall terminate and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

2. RIGHT OF FIRST REFUSAL:

- (a) The Association (CHECK ONE): has does not have a right of first refusal ("Right"). If the Association has a Right, this Contract is contingent upon the Association, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the Association is not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration of Condominium ("Declaration", which reference includes all amendments thereto).
- (b) The members of the Association (CHECK ONE): have do not have a Right. If the members do have a Right, this Contract is contingent upon the members, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the members are not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration.
- (c) Buyer and Seller shall, within _____ (if left blank, then 5) days after Effective Date, sign and deliver any documents required as a condition precedent to the exercise of the Right, and shall use diligent effort to submit and process the matter with the Association and members, including personal appearances, if required.
- (d) If, within the stated time period, the Association, the members of the Association, or both, fail to provide the written confirmation or the Right has not otherwise expired, then this Contract shall terminate and the Deposit shall be refunded to the Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.
- (e) If the Association or a member timely exercises its or their Right, this Contract shall terminate and the Deposit shall be refunded to Buyer (unless this Contract provides otherwise), thereby releasing Buyer and Seller from all further obligations under this Contract, and Seller shall pay to Broker the full commission at Closing in recognition that Broker procured the sale.

3. FEES; ASSESSMENTS; PRORATIONS; LITIGATION:

- (a) Condominium Association assessment(s) and Rents: Seller represents that the current Association assessment(s) installments is/are
 \$ _____ payable (CHECK ONE): monthly quarterly semi-annually annually
 and if more than one Association assessment
 \$ _____ payable (CHECK ONE): monthly quarterly semi-annually annually
 and the current rent on recreation areas, if any,
 is \$ _____ payable (CHECK ONE): monthly quarterly semi-annually annually

A. CONDOMINIUM RIDER (CONTINUED)

All annual assessments levied by the Association and rent on recreational areas, if any, shall be made current by Seller at Closing, and Buyer shall reimburse Seller for prepayments.

- (b) Fees: Seller shall, at Closing, pay all fines imposed against the Unit by the Condominium Association as of Closing Date and any fees the Association charges to provide information about the Property, assessment(s) and fees.

If Property is part of a Homeowners' Association, see Rider B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE for further information including additional assessments and fees.

- (c) Special Assessments and Prorations:

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

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

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

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

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

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

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

4. SPRINKLER SYSTEM RETROFIT:

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

5. NON-DEVELOPER DISCLOSURE:

(CHECK ONE):

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

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

A. CONDOMINIUM RIDER (CONTINUED)

LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT ANNUAL FINANCIAL STATEMENT AND ANNUAL BUDGET, AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

6. BUYER'S REQUEST FOR DOCUMENTS:

~~Buyer is entitled~~ Seller shall, at Seller's expense, ~~to provide Buyer with~~ current copies of the condominium documents specified in Paragraph 5, above, ~~as well as the governance form described in Section 718.503(2)(b).~~ Buyer (CHECK ONE): requests does not request (if left blank, then "requests") a current copy of the documents specified in Paragraph 5, above ~~along with the governance form.~~ If this Contract does not close, Buyer shall immediately return the documents to Seller or reimburse Seller for the cost of the documents, ~~if any.~~

7. BUYER'S RECEIPT OF DOCUMENTS:

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

8. COMMON ELEMENTS; PARKING:

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

Parking Space(s) # _____ Garage # _____ Other: _____

9. INSPECTIONS AND REPAIRS:

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

10. ~~GOVERNANCE FORM; MILESTONE INSPECTION REPORT; STRUCTURAL INTEGRITY RESERVE STUDY; TURNOVER INSPECTION REPORTS:~~

~~(c) GOVERNANCE FORM: Pursuant to Chapter 718, F.S., Buyer is entitled to receive from Seller a copy of the governance form in the format provided by the Division of Florida Condominiums, Timeshares and Mobile Homes of the Department of Business and Professional Regulation, summarizing governance of condominium associations.~~

~~(d) MILESTONE INSPECTION REPORT SUMMARY: Pursuant to Section 718.503(2)(a)5, F.S., Buyer who has entered into this Contract is entitled, at Seller's expense, to receive from Seller, before the sale of the Property, a copy of the inspector-prepared summary of the milestone inspection report, as described in Sections 553.899 and 718.301(4)(p), Florida Statutes, if (1) applicable and (2) the summary has been submitted to the Association.~~

~~(a) MILESTONE INSPECTION: The Association (check only one option):~~

~~(i) is required to and has completed a milestone inspection report as described in Section 553.899, F.S. (SEE PARAGRAPH 10(d) BELOW FOR VOIDABILITY RIGHTS); or~~

~~(ii) IS NOT REQUIRED TO HAVE COMPLETED A MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, F.S.; or~~

~~(iii) IS REQUIRED TO HAVE COMPLETED A MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, F.S. BUT HAS NOT COMPLETED SUCH INSPECTION.~~

~~(b) TURNOVER INSPECTION REPORT: The Association (check only one option):~~

~~(i) is required to and has completed a turnover inspection report for a turnover inspection performed on or after July 1, 2023, as described in Section 718.301(4)(p) and (q), F.S. (SEE PARAGRAPH 10(d) BELOW FOR VOIDABILITY RIGHTS); or~~

~~(ii) IS NOT REQUIRED TO HAVE COMPLETED A TURNOVER INSPECTION REPORT FOR A TURNOVER INSPECTION PERFORMED ON OR AFTER JULY 1, 2023, AS DESCRIBED IN SECTION 718.301(4)(p) AND (q), F.S. (this option should be selected if the Association was turned over prior to July 1, 2023); or~~

A. CONDOMINIUM RIDER (CONTINUED)

(iii) IS REQUIRED TO HAVE COMPLETED A TURNOVER INSPECTION REPORT FOR A TURNOVER INSPECTION PERFORMED ON OR AFTER JULY 1, 2023, AS DESCRIBED IN SECTION 718.301(4)(p) AND (q), F.S. BUT HAS NOT COMPLETED SUCH REPORT.

(c) **STRUCTURAL INTEGRITY RESERVE STUDY:** Pursuant to Section 718.503(2)(a)6, F.S., Buyer who ~~The Association~~ (check only one option):

(i) is required to and has entered into this Contract is entitled, at Seller's expense, to receive from Seller, before the sale of the Property, a copy of the Association's most recent completed a structural integrity reserve study or a statement that as described in Sections 718.103(28) and 718.112(2)(g), F.S. (SEE PARAGRAPH 10(d) BELOW FOR VOIDABILITY RIGHTS); or

(ii) IS NOT REQUIRED TO HAVE COMPLETED A STRUCTURAL INTEGRITY RESERVE STUDY AS DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(g), F.S.; or

(iii) IS REQUIRED TO HAVE COMPLETED A STRUCTURAL INTEGRITY RESERVE STUDY AS DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(g), F.S. BUT HAS NOT COMPLETED SUCH STUDY.

(d) **CHECK ONLY ONE BOX BELOW IF** the Association has ~~not completed a completed~~ a milestone inspection (Paragraph 10(a)(i), above, is checked), or a turnover inspection report (Paragraph 10(b)(i), above, is checked), or a structural integrity reserve study (Paragraph 10(c)(i), above, is checked):

(i) THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES, IF APPLICABLE; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES, IF APPLICABLE; AND A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(g), FLORIDA STATUTES, IF APPLICABLE, MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.

(ii) THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES, IF APPLICABLE; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES, IF APPLICABLE; AND A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(g), FLORIDA STATUTES, IF APPLICABLE. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES; OR A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(g), FLORIDA STATUTES, IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

11. **CONDOMINIUMS CREATED WITHIN A PORTION OF A BUILDING OR WITHIN A MULTIPLE PARCEL BUILDING.** If applicable, pursuant to Section 718.407, F.S., the following disclosure is provided for condominiums created within a portion of a building or within a multiple parcel building:

DISCLOSURE SUMMARY

THE CONDOMINIUM IN WHICH YOUR UNIT IS LOCATED IS CREATED WITHIN A PORTION OF A BUILDING OR WITHIN A MULTIPLE PARCEL BUILDING. THE COMMON ELEMENTS OF THE CONDOMINIUM CONSIST ONLY OF THE PORTIONS OF THE BUILDING SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP.

BUYER ACKNOWLEDGES ALL OF THE FOLLOWING:

Page 4 of 5 A. CONDOMINIUM RIDER

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A. CONDOMINIUM RIDER (CONTINUED)

- (1) THE CONDOMINIUM MAY HAVE MINIMAL COMMON ELEMENTS.
- (2) PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM ARE OR WILL BE GOVERNED BY A SEPARATE RECORDED INSTRUMENT. SUCH INSTRUMENT CONTAINS IMPORTANT PROVISIONS AND RIGHTS AND IS OR WILL BE AVAILABLE IN PUBLIC RECORDS.
- (3) THE PARTY THAT CONTROLS THE MAINTENANCE AND OPERATION OF THE PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM DETERMINES THE BUDGET FOR THE OPERATION AND MAINTENANCE OF SUCH PORTIONS. HOWEVER, THE ASSOCIATION AND UNIT OWNERS ARE STILL RESPONSIBLE FOR THEIR SHARE OF SUCH EXPENSES.
- (4) THE ALLOCATION BETWEEN THE UNIT OWNERS AND THE OWNERS OF THE PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM OF THE COSTS TO MAINTAIN AND OPERATE THE BUILDING CAN BE FOUND IN THE DECLARATION OF CONDOMINIUM OR OTHER RECORDED INSTRUMENT.

FOR EDUCATIONAL PURPOSES ONLY

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 _____ (SELLER) and _____ (BUYER) concerning the Property described as _____

Buyer's Initials _____ Seller's Initials _____

A. CONDOMINIUM RIDER

If Property is part of a master or other homeowners' association, Seller shall complete Rider B. HOMEOWNERS' ASSOCIATION / COMMUNITY DISCLOSURE for further information including additional assessments and fees. If Property is part of more than one condominium association, Seller shall also complete a separate Rider A. CONDOMINIUM RIDER for EACH condominium association.

The condominium association ("Condominium Association") to which this Condominium Rider is applicable, and any management company, and to which assessments, special assessments, and/or rent/land use fees are due and payable, is/are:

Association _____ Management Company _____

<u>Contact Person</u> _____	<u>Contact Person</u> _____
<u>Phone</u> _____	<u>Phone</u> _____
<u>Email</u> _____	<u>Email</u> _____

Additional contact information can be found on the Association's website, which is:
www. _____

1. CONDOMINIUM ASSOCIATION APPROVAL:

The Condominium Association's approval of Buyer (CHECK ONE): is is not required. If approval is required, this Contract is contingent upon Buyer being approved by the Association no later than ____ (if left blank, then 5) days prior to Closing. Within _____ (if left blank, then 5) days after Effective Date Seller shall initiate the approval process with the Condominium Association and provide Buyer with a copy of the current application for approval, and Buyer shall promptly apply for such approval. Buyer and Seller shall sign and deliver any documents required by the Condominium Association in order to complete the transfer of the Property and each shall use diligent effort to obtain such approval, including making personal appearances if required. If Buyer is not approved within the stated time period, this Contract shall terminate is terminated and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

2. RIGHT OF FIRST REFUSAL:

(a) The Condominium Association (CHECK ONE): has does not have a right of first refusal ("a "Right""); ~~If the Association has a Right, this Contract is contingent upon the Association, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the Association is not exercising that Right, or failing to timely exercise such Right")~~ pursuant to the terms of the Declaration of Condominium ("Declaration"," which reference includes all amendments thereto).

(b) ~~The members of the Condominium Association (CHECK ONE): have do not have a Right. If have do have a Right, this Contract is contingent upon the~~

A. CONDOMINIUM RIDER (CONTINUED)

~~members, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the members are not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration.~~

(c) ~~then~~ Buyer and Seller shall, within _____ (if left blank, then 5) days after Effective Date, sign and deliver
(d)(c) _____ any documents required as a condition precedent to the exercise of
the Right, and shall use diligent effort to submit and promptly process the matter with the Condominium Association and members, including personal appearances, if required

FOR EDUCATIONAL PURPOSES ONLY

~~(e) If, within the stated time period, the Association, the members of the Association, or both, fail to provide the written confirmation or the Right has not otherwise expired, then this Contract shall terminate and the Deposit shall be refunded to the Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.~~

~~If the Association or a member timely exercises its or their Right, this Contract shall terminate~~
~~(f)(d) If the Condominium Association or a member timely exercises a Right, this Contract is terminated and the Deposit shall be refunded to Buyer (unless this Contract provides otherwise), thereby releasing Buyer and Seller from all further obligations under this Contract, and Seller shall pay to Broker the full commission at Closing in recognition that Broker procured the sale.~~

~~(e) If, within the time permitted for exercise of the Right, the Condominium Association, the members of the Condominium Association, or both, either (i) provide written confirmation to Buyer that the Right will not be exercised, or (ii) fail to timely exercise the Right, then this Contract shall proceed to Closing as otherwise provided herein.~~

3. FEES; ASSESSMENTS; PRORATIONS; LITIGATION:

(a) Condominium Association assessment(s) and ~~Rents~~rents: Seller represents that the current Condominium Association regular periodic assessment(s) installments is/are ~~and the current rent on recreation areas, if any,~~
is \$ _____ payable (CHECK ONE): monthly quarterly semi-annually annually
\$ _____ payable (CHECK ONE): monthly quarterly semi-annually annually
and the current rent on recreation areas, if any, is
\$ _____ payable (CHECK ONE): monthly quarterly semi-annually annually

All ~~regular periodic~~annual assessments levied by the Condominium Association and rent on recreational areas, if any, shall be made current by Seller at Closing, ~~and Buyer, Association assets and liabilities, including Association reserve accounts,~~ shall ~~reimburse Seller for prepayments~~not be prorated.

A. CONDOMINIUM RIDER (CONTINUED)

Fees

(b) ~~Fines: Seller shall, at Closing, pay all fines imposed against the Unit/Property by the Condominium Association as of Closing Date and any fees the Association charges to provide information about the Property, assessment(s) and fees.~~

(b) ~~If Property is part~~ remedy all open violations of ~~a Homeowners' Association, see Rider B-~~ HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE for further information including additional assessments and fees rules and regulations noticed to Seller in the Condominium Association official records.

(c) Special Assessments and Prorations:

(i) ~~Seller represents that Seller is not aware of any special or other assessment that has been levied by~~ If the Condominium Association has levied any special or additional assessments as of the Effective Date, then (CHECK ONE): Buyer Seller (if left blank, then Seller) shall pay all such assessment(s) in full prior to or at Closing.

(i) ~~If the Association or that has been an item on the agenda, or reported in the minutes, of the Association within twelve (12) months prior to Effective Date, ("pending") except as follows:~~

(ii) ~~If Condominium Association levies any special or additional assessments levied or pending exist as of after the Effective Date are disclosed above by Seller and prior to the Closing Date, then (CHECK ONE):~~ Buyer Seller (if left blank, then Seller) shall pay all such assessment(s) in full prior to or at Closing.

(iii) ~~Notwithstanding the provisions of (i) or (ii) above, if any special or additional assessments may be paid in installments (CHECK ONE):~~ Buyer Seller (if left blank, then Seller) and the Condominium Association will allow Buyer shall pay to assume installments due after Closing Date scheduled to be paid after Closing, then Seller shall, prior to or at Closing, pay all installments which are payable on or before Closing Date, and (CHECK ONE): Buyer Seller (if left blank, then Buyer) shall pay installments payable after Closing Date. If Seller is checked, Seller shall pay the or if the Condominium Association does not allow a Buyer to assume installments scheduled to be paid after Closing, Seller shall pay the special or additional assessment in full prior to or at the time of Closing.

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

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

(v) (iv) ~~special or additional assessment shall be deemed levied for purposes of this paragraph Paragraph 3 on the date when the such assessment has been approved as required for enforcement pursuant to Florida law and the condominium documents listed in Paragraph 5. Seller is aware of the following special or additional assessments that have been levied by the Condominium Association, or discussed at a Board meeting in the 12 months prior to the Effective Date, (include purpose(s) of assessments and amount, if known):~~

~~Association assets and liabilities, including Association reserve accounts, shall not be prorated.~~

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

4. SPRINKLER SYSTEM RETROFIT:

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

A. CONDOMINIUM RIDER (CONTINUED)

5. ~~NON-DEVELOPER~~NONDEVELOPER DISCLOSURE:
(CHECK ONE):

(d)(a) THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE

FOR EDUCATIONAL PURPOSES ONLY

A. CONDOMINIUM RIDER (CONTINUED)

(a) DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, A COPY OF THE MOST RECENT ANNUAL FINANCIAL STATEMENT AND ANNUAL BUDGET AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT MORE THAN 37 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, ~~PRIOR TO~~BEFORE EXECUTION OF THIS CONTRACT.

(b) THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 37 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, A COPY OF THE MOST RECENT ANNUAL FINANCIAL STATEMENT AND ANNUAL BUDGET, AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 37 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND

FOR EDUCATIONAL PURPOSES

~~A. CONDOMINIUM RIDER (CONTINUED)~~ **A. CONDOMINIUM RIDER (CONTINUED)**

(b) LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT ANNUAL YEAR-END FINANCIAL STATEMENT AND ANNUAL BUDGET, AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

6. BUYER'S REQUEST FOR DOCUMENTS:

(a) Seller shall, at Seller's expense, provide Buyer with current copies of the condominium documents specified in Paragraph 5, above, as well as the governance form described in Section 718.503(2)(b). ~~Buyer (CHECK ONE):~~ requests does not request (if left blank, then "requests") a current copy of the documents specified in Paragraph 5 above along with the governance form, F.S. If this Contract does not close, Buyer shall immediately return the documents to Seller or reimburse Seller for the cost of the documents, if any.

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

(b) (COMPLETE AND CHECK ONLY IF CORRECT) Seller shall, at Seller's expense, provide Buyer received with a current copy of the documents described in following (CHECK ALL REQUESTED BY BUYER):

- Minutes of Condominium Association Board meetings for the 12 months preceding the Effective Date
- Agendas for all Condominium Association Board meetings for the 12 months preceding the Effective Date
- Minutes of Condominium Association member meetings for the 12 months preceding the Effective Date
- Agendas for all Condominium Association member meetings for the 12 months preceding the Effective Date
- Insurance Declaration Pages for general liability, hazard/windstorm, and any required or existing flood policies held by the Condominium Association
- If Paragraph 5, above, on ~~9(a)(iii), 9(b)(iii), or 9(c)(iii)~~ is checked and the referenced document is actually received by the Seller prior to Closing, then such document (i.e. the inspector-prepared summary of a milestone inspection report, a turnover report, or a structural integrity reserve study report)
-
-
-

THIS AGREEMENT MAY BE TERMINATED BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE BUYER RECEIVES ALL OF THE DOCUMENTS REQUESTED IN THIS SUBPARAGRAPH 6(b). BUYER'S RIGHT TO TERMINATE THIS AGREEMENT UNDER THIS SUBPARAGRAPH 6(b) SHALL TERMINATE AT CLOSING.

8.7. COMMON ELEMENTS; PARKING:

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

Parking Space(s) # _____ Garage # _____ Other: _____

9.8. INSPECTIONS AND REPAIRS:

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

~~A. CONDOMINIUM RIDER (CONTINUED)~~ **A. CONDOMINIUM RIDER (CONTINUED)**

40.9. MILESTONE INSPECTION REPORT; STRUCTURAL INTEGRITY RESERVE STUDY; TURNOVER INSPECTION REPORTS:

- (a) **MILESTONE INSPECTION:** The Association (check only one option):
- (i) is required to and has completed a milestone inspection report as described in Section 553.899, F.S. (SEE PARAGRAPH 10(d) BELOW FOR VOIDABILITY RIGHTS); or
 - (ii) **IS NOT REQUIRED TO HAVE COMPLETED A MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, F.S.;** or
 - (iii) **IS REQUIRED TO HAVE COMPLETED A MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, F.S. BUT HAS NOT COMPLETED SUCH INSPECTION.**
- (b) **TURNOVER INSPECTION REPORT:** The Association (check only one option):
- (i) is required to and has completed a turnover inspection report for a turnover inspection performed on or after July 1, 2023, as described in Section 718.301(4)(p) and (q), F.S. (SEE PARAGRAPH 10(d) BELOW FOR VOIDABILITY RIGHTS); or
 - (ii) **IS NOT REQUIRED TO HAVE COMPLETED A TURNOVER INSPECTION REPORT FOR A TURNOVER INSPECTION PERFORMED ON OR AFTER JULY 1, 2023, AS DESCRIBED IN SECTION 718.301(4)(p) AND (q), F.S.** (this option should be selected if the Association was turned over prior to July 1, 2023); or
 - (iii) **IS REQUIRED TO HAVE COMPLETED A TURNOVER INSPECTION REPORT FOR A TURNOVER INSPECTION PERFORMED ON OR AFTER JULY 1, 2023, AS DESCRIBED IN SECTION 718.301(4)(p) AND (q), F.S. BUT HAS NOT COMPLETED SUCH REPORT.**
- (c) **STRUCTURAL INTEGRITY RESERVE STUDY:** The Association (check only one option):
- (i) is required to and has completed a structural integrity reserve study as described in Sections 718.103(2826) and 718.112(2)(g), F.S. (SEE PARAGRAPH 10(d) BELOW FOR VOIDABILITY RIGHTS); or
 - (ii) **IS NOT REQUIRED TO HAVE COMPLETED A STRUCTURAL INTEGRITY RESERVE STUDY AS DESCRIBED IN SECTIONS 718.103(2826) AND 718.112(2)(g), F.S.;** or
 - (iii) **IS REQUIRED TO HAVE COMPLETED A STRUCTURAL INTEGRITY RESERVE STUDY AS DESCRIBED IN SECTIONS 718.103(2826) AND 718.112(2)(g), F.S. BUT HAS NOT COMPLETED SUCH STUDY.**
- (NOTE: The definition of "structural integrity reserve study" is found in Section 718.103(28), F.S.)**
- (d) **CHECK ONLY ONE BOX BELOW IF** the Association has completed a milestone inspection (Paragraph 10(a)(i), above, is checked), or a turnover inspection report (Paragraph 10(b)(i), above, is checked), or a structural integrity reserve study (Paragraph 10(c)(i), above, is checked):

(i) **THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES, IF APPLICABLE; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES, IF APPLICABLE; AND A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(2826) AND 718.112(2)(g), FLORIDA STATUTES, IF APPLICABLE, MORE THAN 37 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, ~~PRIOR TO BEFORE~~ EXECUTION OF THIS CONTRACT.**

(ii) **THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 37 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES, IF APPLICABLE; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES, IF APPLICABLE; AND A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(2826) AND 718.112(2)(g), FLORIDA STATUTES, IF APPLICABLE. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 37 DAYS, EXCLUDING**

~~A. CONDOMINIUM RIDER (CONTINUED)~~ **A. CONDOMINIUM RIDER (CONTINUED)**

SATURDAYS,

FOR EDUCATIONAL PURPOSES ONLY

~~A. CONDOMINIUM RIDER (CONTINUED)~~ **A. CONDOMINIUM RIDER (CONTINUED)**

SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES A CURRENT COPY OF THE INSPECTOR- PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES; OR A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(2826) AND 718.112(2)(g), FLORIDA STATUTES, IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

~~44.10. CONDOMINIUMS CREATED WITHIN A PORTION OF A BUILDING OR WITHIN A MULTIPLE PARCEL BUILDING. If applicable, pursuant to Section 718.407, F.S., the following disclosure is provided for condominiums created within a portion of a building or within a multiple parcel building:.~~

DISCLOSURE SUMMARY

THE CONDOMINIUM IN WHICH YOUR UNIT IS LOCATED IS CREATED WITHIN A PORTION OF A BUILDING OR WITHIN A MULTIPLE PARCEL BUILDING. THE COMMON ELEMENTS OF THE CONDOMINIUM CONSIST ONLY OF THE PORTIONS OF THE BUILDING SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP.

BUYER ACKNOWLEDGES ALL OF THE FOLLOWING:

- (1) THE CONDOMINIUM MAY HAVE MINIMAL COMMON ELEMENTS.
- (2) PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM ARE OR WILL BE GOVERNED BY A SEPARATE RECORDED INSTRUMENT. SUCH INSTRUMENT CONTAINS IMPORTANT PROVISIONS AND RIGHTS AND IS OR WILL BE AVAILABLE IN PUBLIC RECORDS.
- (3) THE PARTY THAT CONTROLS THE MAINTENANCE AND OPERATION OF THE PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM DETERMINES THE BUDGET FOR THE OPERATION AND MAINTENANCE OF SUCH PORTIONS. HOWEVER, THE ASSOCIATION AND UNIT OWNERS ARE STILL RESPONSIBLE FOR THEIR SHARE OF SUCH EXPENSES.
- (4) THE ALLOCATION BETWEEN THE UNIT OWNERS AND THE OWNERS OF THE PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM OF THE COSTS TO MAINTAIN AND OPERATE THE BUILDING CAN BE FOUND IN THE DECLARATION OF CONDOMINIUM OR OTHER RECORDED INSTRUMENT.

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 _____ (SELLER) and _____ (BUYER) concerning the Property described as _____

Buyer's Initials _____ Seller's Initials _____

A. CONDOMINIUM RIDER

If Property is part of a master or other homeowners' association, Seller shall complete Rider B. HOMEOWNERS' ASSOCIATION / COMMUNITY DISCLOSURE for further information including additional assessments and fees. If Property is part of more than one condominium association, Seller shall also complete a separate Rider A. CONDOMINIUM RIDER for EACH condominium association.

The condominium association ("Condominium Association") to which this Condominium Rider is applicable, and any management company, and to which assessments, special assessments, and/or rent/land use fees are due and payable, is/are:

Association _____	Management Company _____
Contact Person _____	Contact Person _____
Phone _____	Phone _____
Email _____	Email _____

Additional contact information can be found on the Association's website, which is: www. _____

1. CONDOMINIUM ASSOCIATION APPROVAL:

The Condominium Association's approval of Buyer (CHECK ONE): is is not required. If approval is required, this Contract is contingent upon Buyer being approved by the Association no later than _____ (if left blank, then 5) days prior to Closing. Within _____ (if left blank, then 5) days after Effective Date Seller shall initiate the approval process with the Condominium Association and provide Buyer with a copy of the current application for approval, and Buyer shall promptly apply for such approval. Buyer and Seller shall sign and deliver any documents required by the Condominium Association in order to complete the transfer of the Property and each shall use diligent effort to obtain such approval, including making personal appearances if required. If Buyer is not approved within the stated time period, this Contract is terminated and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

2. RIGHT OF FIRST REFUSAL:

- (a) The Condominium Association (CHECK ONE): has does not have a right of first refusal ("Right") pursuant to the terms of the Declaration of Condominium ("Declaration", which reference includes all amendments thereto).
- (b) The members of the Association (CHECK ONE): have do not have a Right.
- (c) If either the Condominium Association or the members have a Right, then Buyer and Seller shall, within _____ (if left blank, then 5) days after Effective Date, sign and deliver any documents required as a condition precedent to the exercise of the Right, and shall use diligent effort to submit and promptly process the matter with the Condominium Association and members, including personal appearances, if required.

A. CONDOMINIUM RIDER (CONTINUED)

- (d) If the Condominium Association or a member timely exercises a Right, this Contract is terminated and the Deposit shall be refunded to Buyer (unless this Contract provides otherwise), thereby releasing Buyer and Seller from all further obligations under this Contract.
- (e) If, within the time permitted for exercise of the Right, the Condominium Association, the members of the Condominium Association, or both, either (i) provide written confirmation to Buyer that the Right will not be exercised, or (ii) fail to timely exercise the Right, then this Contract shall proceed to Closing as otherwise provided herein.

3. FEES; ASSESSMENTS; PRORATIONS; LITIGATION:

- (a) Condominium Association assessment(s) and rents: Seller represents that the current Condominium Association regular periodic assessment(s) installments is/are
 \$ _____ payable (CHECK ONE): monthly quarterly semi-annually annually
 and the current rent on recreation areas, if any, is
 \$ _____ payable (CHECK ONE): monthly quarterly semi-annually annually

All regular periodic assessments levied by the Condominium Association and rent on recreational areas, if any, shall be made current by Seller at Closing. Association assets and liabilities, including Association reserve accounts, shall not be prorated.

- (b) Fines: Seller shall, at Closing, pay all fines imposed against the Property by the Condominium Association as of Closing Date and remedy all open violations of rules and regulations noticed to Seller in the Condominium Association official records.
- (c) Special Assessments:
 - (i) If the Condominium Association has levied any special or additional assessments as of the Effective Date, then (CHECK ONE): Buyer Seller (if left blank, then Seller) shall pay all such assessment(s) in full prior to or at Closing.
 - (ii) If the Condominium Association levies any special or additional assessments after the Effective Date and prior to the Closing Date, then (CHECK ONE): Buyer Seller (if left blank, then Seller) shall pay all such assessment(s) in full prior to or at Closing.
 - (iii) Notwithstanding the provisions of (i) or (ii) above, if any special or additional assessments may be paid in installments, and the Condominium Association will allow Buyer to assume installments scheduled to be paid after Closing, then Seller shall, prior to or at Closing, pay all installments which are payable on or before Closing Date, and (CHECK ONE): Buyer Seller (if left blank, then Buyer) shall pay installments payable after Closing Date. **If Seller is checked, or if the Condominium Association does not allow a Buyer to assume installments scheduled to be paid after Closing, Seller shall pay the special or additional assessment in full prior to or at the time of Closing.**
 - (iv) A special or additional assessment shall be deemed levied for purposes of this Paragraph 3 on the date when such assessment has been approved as required for enforcement pursuant to Florida law and the condominium documents listed in Paragraph 5. Seller is aware of the following special or additional assessments that have been levied by the Condominium Association, or discussed at a Board meeting in the 12 months prior to the Effective Date, (include purpose(s) of assessments and amount, if known): _____

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

4. SPRINKLER SYSTEM RETROFIT:

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

5. NONDEVELOPER DISCLOSURE:

(CHECK ONE):

- (a) **THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE**

A. CONDOMINIUM RIDER (CONTINUED)

DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, A COPY OF THE MOST RECENT ANNUAL FINANCIAL STATEMENT AND ANNUAL BUDGET, AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT MORE THAN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, BEFORE EXECUTION OF THIS CONTRACT.

(b) THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, A COPY OF THE MOST RECENT ANNUAL FINANCIAL STATEMENT AND ANNUAL BUDGET, AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL STATEMENT AND ANNUAL BUDGET, AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

6. BUYER'S REQUEST FOR DOCUMENTS:

(a) Seller shall, at Seller's expense, provide Buyer with current copies of the condominium documents specified in Paragraph 5, above, as well as the governance form described in Section 718.503(2)(b), F.S. If this Contract does not close, Buyer shall immediately return the documents to Seller or reimburse Seller for the cost of the documents, if any.

(b) Seller shall, at Seller's expense, provide Buyer with a current copy of the following (CHECK ALL REQUESTED BY BUYER):

- Minutes of Condominium Association Board meetings for the 12 months preceding the Effective Date
Agendas for all Condominium Association Board meetings for the 12 months preceding the Effective Date
Minutes of Condominium Association member meetings for the 12 months preceding the Effective Date
Agendas for all Condominium Association member meetings for the 12 months preceding the Effective Date
Insurance Declaration Pages for general liability, hazard/windstorm, and any required or existing flood policies held by the Condominium Association
If Paragraph 9(a)(iii), 9(b)(iii), or 9(c)(iii) is checked and the referenced document is actually received by the Seller prior to Closing, then such document (i.e. the inspector-prepared summary of a milestone inspection report, a turnover report, or a structural integrity reserve study report)
[]
[]
[]

THIS AGREEMENT MAY BE TERMINATED BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE BUYER RECEIVES ALL OF THE DOCUMENTS REQUESTED IN THIS SUBPARAGRAPH 6(b). BUYER'S RIGHT TO TERMINATE THIS AGREEMENT UNDER THIS SUBPARAGRAPH 6(b) SHALL TERMINATE AT CLOSING.

7. COMMON ELEMENTS; PARKING:

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

Parking Space(s) # _____ Garage # _____ Other: _____

8. INSPECTIONS AND REPAIRS:

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

A. CONDOMINIUM RIDER (CONTINUED)

9. MILESTONE INSPECTION REPORT; STRUCTURAL INTEGRITY RESERVE STUDY; TURNOVER INSPECTION REPORTS:

- (a) **MILESTONE INSPECTION:** The Association (check only one option):
- (i) is required to and has completed a milestone inspection report as described in Section 553.899, F.S. (SEE PARAGRAPH 9(d) BELOW FOR VOIDABILITY RIGHTS); or
 - (ii) IS NOT REQUIRED TO HAVE COMPLETED A MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, F.S.; or
 - (iii) IS REQUIRED TO HAVE COMPLETED A MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, F.S. BUT HAS NOT COMPLETED SUCH INSPECTION.

- (b) **TURNOVER INSPECTION REPORT:** The Association (check only one option):
- (i) is required to and has completed a turnover inspection report for a turnover inspection performed on or after July 1, 2023, as described in Section 718.301(4)(p) and (q), F.S. (SEE PARAGRAPH 9(d) BELOW FOR VOIDABILITY RIGHTS); or
 - (ii) IS NOT REQUIRED TO HAVE COMPLETED A TURNOVER INSPECTION REPORT FOR A TURNOVER INSPECTION PERFORMED ON OR AFTER JULY 1, 2023, AS DESCRIBED IN SECTION 718.301(4)(p) AND (q), F.S. (this option should be selected if the Association was turned over prior to July 1, 2023); or
 - (iii) IS REQUIRED TO HAVE COMPLETED A TURNOVER INSPECTION REPORT FOR A TURNOVER INSPECTION PERFORMED ON OR AFTER JULY 1, 2023, AS DESCRIBED IN SECTION 718.301(4)(p) AND (q), F.S. BUT HAS NOT COMPLETED SUCH REPORT.

- (c) **STRUCTURAL INTEGRITY RESERVE STUDY:** The Association (check only one option):
- (i) is required to and has completed a structural integrity reserve study as described in Sections 718.103(26) and 718.112(2)(g), F.S. (SEE PARAGRAPH 9(d) BELOW FOR VOIDABILITY RIGHTS); or
 - (ii) IS NOT REQUIRED TO HAVE COMPLETED A STRUCTURAL INTEGRITY RESERVE STUDY AS DESCRIBED IN SECTIONS 718.103(26) AND 718.112(2)(g), F.S.; or
 - (iii) IS REQUIRED TO HAVE COMPLETED A STRUCTURAL INTEGRITY RESERVE STUDY AS DESCRIBED IN SECTIONS 718.103(26) AND 718.112(2)(g), F.S. BUT HAS NOT COMPLETED SUCH STUDY.

(NOTE: The definition of "structural integrity reserve study" is found in Section 718.103(28), F.S.)

- (d) **CHECK ONLY ONE BOX BELOW IF** the Association has completed a milestone inspection (Paragraph 9(a)(i), above, is checked), or a turnover inspection report (Paragraph 9(b)(i), above, is checked), or a structural integrity reserve study (Paragraph 9(c)(i), above, is checked):

(i) THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES, IF APPLICABLE; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES, IF APPLICABLE; AND A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(26) AND 718.112(2)(g), FLORIDA STATUTES, IF APPLICABLE, MORE THAN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, BEFORE EXECUTION OF THIS CONTRACT.

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A. CONDOMINIUM RIDER (CONTINUED)

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- 10. CONDOMINIUMS CREATED WITHIN A PORTION OF A BUILDING OR WITHIN A MULTIPLE PARCEL BUILDING.**
If applicable, pursuant to Section 718.407, F.S.:

DISCLOSURE SUMMARY

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BUYER ACKNOWLEDGES ALL OF THE FOLLOWING:

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