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Transactional Real Estate Law: From Contract to Closing

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Law Center Plus – September 29, 2017
Transactional Real Estate Law: From Contract to Closing
Additional Materials

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A BASIC REAL ESTATE TRANSACTION GUIDE

I. Real Estate - Residential and Commercial

A. Types of Transactions

1. Purchase and Sale - Can act as Closing Agent and Attorney - Players: Buyer, Selling Agent, Seller, Listing Agent, Buyer's Lender, Attorney(s), Association
2. Refinance - Can only act as Closing Agent - Players: Owner/Borrower, Lender, Association (if no Affidavit)
3. Clear Title - Legal Work - Procedure needed (in conjunction with Probate, if necessary) to clear title after an owner dies
4. Transfer of Title (QCD, Lady Bird Deed, Traditional Life Estate Deed, PR Certificate of Distribution, Trustee's Deed, Court Order, Etc.) - Legal Work - Procedure needed to transfer ownership

B. Common Real Estate Transaction Issues

1. Standard Purchase and Sale Contract - It doesn't exist
 - a. Computers and different brokerage offices can generate many variations
 - b. Unfavorable provisions
2. Deceased Owner - Both Homestead and Probate Issues, including Creditor Issues
3. Property is Owned by a Trust - Multitude of potential issues, including, but not limited to: Trust is not properly executed; Property held in Trust is not transferrable per the Trust agreement; Copy of the Trust cannot be located; etc
4. Property is owned by a corporate entity
5. Foreign Seller (FIRPTA Tax Issues)
6. IRS Liens
7. Code Violations
8. Open Permits (even expired permits must be closed prior to closing)
 - a. Additions to the House
 - b. New Windows
 - c. Shutters
 - d. Fences
 - e. Air Conditioning Units
 - f. Roof Repairs
9. Title Insurance (Buyer's attorney needs to make sure all items on Schedule B-I of the Title Commitment are complied with prior to closing)
10. Associations - Estoppels must be ordered. Note: Properties may have more than one association, and closing agents must order an estoppel from each association
11. Seller does not have marketable title
12. Property Taxes are delinquent
13. Walk-Through shows a problem on day of closing (for example: Sellers significantly damaged the property in moving their furniture; dishwasher is missing or not functional; stuff left in the garage; Seller was supposed to make repairs and did not comply satisfactorily; etc)

Practice Areas Include

- Real Estate • Estate Planning • Probate and Trust Administration •
- Business Transactions • Tax-Exempt Organizations • IRS Tax Controversies •

- C. Closing Documents (**Note: TRID Rules became effective October 3, 2015**)
1. No more Traditional Closing Statement (HUD-1), Truth in Lending (TIL), and Good Faith Estimate (GFE) - Instead, there is a Loan Estimate (LE), Buyer side only Closing Disclosure (Buyer CD), and a Seller side only Closing Disclosure (Seller CD). NOTE: Closings take some additional time due to the new financing rules (30-45 days is now the norm for time from contract to closing). Additionally, Buyer is contractually given 10 days to cure a TRID related issue that delays closing.
 - a. Title Insurance charges are shown differently on the new forms because Florida law conflicts with Federal law. This may be confusing to consumers and having a real estate attorney to explain the documents is very beneficial.
 - b. Who is responsible to pay for which items?
 - (1) Title Insurance (Owner's Policy) - Miami-Dade County and Broward County - Buyer normally pays for title insurance and selects closing agent. In Palm Beach and many other counties, Seller selects and pays. However, this is ultimately determined by contract and can be negotiated by the parties.
Fun Fact: When Mortgagee Title Insurance is issued with Owner's Title Insurance, this is considered a Simultaneous Issue. Typically, the charge for a simultaneous issue is only \$25.00 plus endorsements. Some title companies charge more for a simultaneous issue; we do not. Also, because of the disclosure requirements with the new financing rules, it is prudent for the Buyer to make sure he is not being charged more than appropriate in a Seller pay situation.
 - (2) Title Insurance (Mortgagee Policy) - Almost Always Buyer
 - (3) Title Search - Typically Seller
 - (4) Lien Search - Typically Seller
 - (5) Association Estoppel - Typically Seller
 - (6) Documentary Stamp Tax (Deed) - Typically Seller
 - (7) Recording (Deed and Mortgage) - Almost Always Buyer
 - (8) Documents Stamp Tax and Intangible Tax (Mortgage) - Almost Always Buyer
 - (9) Survey - Typically Buyer
 2. Seller Documents (Warranty Deed, Bill of Sale, 1099-S, Closing Affidavit, Title Affidavit (Survey Affidavit, Continuous Marriage Affidavit, etc))
 3. Loan Documents - There are a lot of documents typically involved in a real estate closing which can typically confuse the Buyer. Such items include:
 - a. Loan Application
 - b. Mortgage
 - c. Note
 - d. Closing Disclosure (which now includes the Truth-In-Lending (TIL))
 - e. Tax Documents
 - f. Homestead Verification Documents
 4. Titling Options for Real Estate
 - a. Tenants in Common
 - b. Joint Tenants with Right of Survivorship
 - c. Tenancy by the Entireties (Husband and Wife Only)
 - d. Life Estates and Remainder Interests
 - (1) Traditional Life Estate Deeds
 - (2) Enhanced Life Estate Deeds a/k/a "Ladybird" Deeds

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• Business Transactions • Tax-Exempt Organizations • IRS Tax Controversies •

PARTIES: _____ ("Seller"),
and _____ ("Buyer"),

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

1. PROPERTY DESCRIPTION:

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

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

- (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").

Other Personal Property items included in this purchase are: _____

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

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

PURCHASE PRICE AND CLOSING

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

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

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

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

Escrow Agent Information: Name: _____

Address: _____

Phone: _____ E-mail: _____ Fax: _____

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

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

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

- (d) Other: _____ \$

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

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

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

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

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

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

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

- 54 (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due
55 to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"),
56 then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such
57 period shall not exceed 10 days.
58 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the
59 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be
60 extended as provided in STANDARD G.

61 **6. OCCUPANCY AND POSSESSION:**

- 62 (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the
63 Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed
64 all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices
65 and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of
66 loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date,
67 and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy,
68 except with respect to any items identified by Buyer pursuant to Paragraph 12, prior to taking occupancy, which
69 require repair, replacement, treatment or remedy.
70* (b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is
71 subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the
72 facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall
73 be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that
74 the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery
75 of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer
76 shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.
77 Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to
78 be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

- 79* **7. ASSIGNABILITY: (CHECK ONE):** Buyer ☐ may assign and thereby be released from any further liability under
80* this Contract; ☐ may assign but not be released from liability under this Contract; or ☐ may not assign this
81 Contract.

82 **FINANCING**

83 **8. FINANCING:**

84* ☐ (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's
85 obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges
86 that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend
87 the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.

88* ☐ (b) This Contract is contingent upon Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other
89* _____ (describe) loan within _____ (if left blank, then 30) days after Effective Date ("Loan Approval
90* Period") for **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph
91* 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's
92* creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing").

93* (i) Buyer shall make mortgage loan application for the Financing within _____ (if left blank, then 5) days
94 after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing terms
95 ("Loan Approval") and thereafter to close this Contract. Loan Approval which requires a condition related to the sale
96 by Buyer of other property shall not be deemed Loan Approval for purposes of this subparagraph.

97 Buyer's failure to use diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a
98 default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited
99 to, timely furnishing all documents and information and paying of all fees and charges requested by Buyer's
100 mortgage broker and lender in connection with Buyer's mortgage loan application.

101 (ii) Buyer shall keep Seller and Broker fully informed about the status of Buyer's mortgage loan application,
102 Loan Approval, and loan processing and authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose
103 such status and progress, and release preliminary and finally executed closing disclosures and settlement
104 statements, to Seller and Broker.

105 (iii) Upon Buyer obtaining Loan Approval, Buyer shall promptly deliver written notice of such approval to Seller.

(iv) If Buyer is unable to obtain Loan Approval after the exercise of diligent effort, then at any time prior to expiration of the Loan Approval Period, Buyer may provide written notice to Seller stating that Buyer has been unable to obtain Loan Approval and has elected to either:

- (1) waive Loan Approval, in which event this Contract will continue as if Loan Approval had been obtained; or
- (2) terminate this Contract.

(v) If Buyer fails to timely deliver either notice provided in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Loan Approval shall be deemed waived, in which event this Contract will continue as if Loan Approval had been obtained, provided however, Seller may elect to terminate this Contract by delivering written notice to Buyer within 3 days after expiration of the Loan Approval Period.

(vi) If this Contract is timely terminated as provided by Paragraph 8(b)(iv)(2) or (v), above, and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vii) If Loan Approval has been obtained, or deemed to have been obtained, as provided above, and Buyer fails to close this Contract, then the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; (2) Property related conditions of the Loan Approval have not been met (except when such conditions are waived by other provisions of this Contract); or (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Approval, in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see rider for terms).

☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

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

(a) COSTS TO BE PAID BY SELLER:

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

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

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

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

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

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

(b) COSTS TO BE PAID BY BUYER:

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

(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 covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, 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 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

☐ (i) 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 charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** 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.

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

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

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

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

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

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

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

DISCLOSURES

10. DISCLOSURES:

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

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

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

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to

improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.

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

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

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

12. PROPERTY INSPECTION AND REPAIR:

- (a) **INSPECTION PERIOD:** Buyer shall have _____ (if left blank, then 15) days after Effective Date ("Inspection Period"), within which Buyer may, at Buyer's expense, conduct "General", "WDO", and "Permit" Inspections described below. If Buyer fails to timely deliver to Seller a written notice or report required by (b), (c), or (d) below, then, except for Seller's continuing Maintenance Requirement, Buyer shall have waived Seller's obligation(s) to repair, replace, treat or remedy the matters not inspected and timely reported. If this Contract does not close, Buyer shall repair all damage to Property resulting from Buyer's inspections, return Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its completion.
- (b) **GENERAL PROPERTY INSPECTION AND REPAIR:**
 - (i) **General Inspection:** Those items specified in Paragraph 12(b) (ii) below, which Seller is obligated to repair or replace ("General Repair Items") may be inspected ("General Inspection") by a person who specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected ("Professional Inspector"). Buyer shall, within the Inspection Period, inform Seller of any General Repair Items that are not in the condition required by (b)(ii) below by

delivering to Seller a written notice and upon written request by Seller a copy of the portion of Professional Inspector's written report dealing with such items.

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

(iii) **General Property Repairs:** Seller is only obligated to make such general repairs as are necessary to bring items into the condition specified in Paragraph 12(b) (ii) above. Seller shall within 10 days after receipt of Buyer's written notice or General Inspection report, either have the reported repairs to General Repair Items estimated by an appropriately licensed person and a copy delivered to Buyer, or have a second inspection made by a Professional Inspector and provide a copy of such report and estimates of repairs to Buyer. If Buyer's and Seller's inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together shall choose, and equally split the cost of, a third Professional Inspector, whose written report shall be binding on the parties.

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

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

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

(ii) **WDO Repairs:** If Seller previously treated the Property for the type of WDO found by Buyer's WDO Inspection, Seller does not have to retreat the Property if there is no visible live infestation, and Seller, at Seller's cost, transfers to Buyer at Closing a current full treatment warranty for the type of WDO found. Seller shall within 10 days after receipt of Buyer's WDO Inspector's report, have reported WDO damage estimated by an appropriately licensed person, necessary corrective treatment, if any, estimated by a WDO Inspector, and a copy delivered to Buyer. Seller shall have treatments and repairs made in accordance with Paragraph 12(f) below up to the WDO Repair Limit. If cost to treat and repair the WDO infestations and damage to Property exceeds the WDO Repair Limit, then within 5 days after receipt of Seller's estimate, Buyer may deliver written notice to Seller agreeing to pay the excess, or designating which WDO repairs Seller shall make (at a total cost to Seller not exceeding the WDO Repair Limit), and accepting the balance of the Property in its "as is" condition with regard to WDO infestation and damage, subject to Seller's continuing Maintenance Requirement. If Buyer does not deliver such written notice to Seller, then either party may terminate this Contract by written notice to the other, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

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

(i) **Permit Inspection:** Buyer may have an inspection and examination of records and documents made to determine whether there exist any open or expired building permits or unpermitted improvements to the Property ("Permit Inspection"). Buyer shall, within the Inspection Period, deliver written notice to Seller of the existence of any open or expired building permits or unpermitted improvements to the Property. If Buyer's inspection of the Property identifies permits which have not been properly closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

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

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

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

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

ESCROW AGENT AND BROKER

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

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable

attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

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

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

- (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

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

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

- (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
- (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover

from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, unless waived by Paragraph 12 (a), there exists at Closing no violation of the foregoing and none prevent use of the Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

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

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

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

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s), the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

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

F. TIME: Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.** Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day.

G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

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

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

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

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

(iii) **FinCEN GTO NOTICE.** If Closing Agent is required to comply with the U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Orders ("GTOs"), then Buyer shall provide Closing Agent with the information related to Buyer and the transaction contemplated by this Contract that is required to complete IRS Form 8300, and Buyer consents to Closing Agent's collection and report of said information to IRS.

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

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

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

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

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

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

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

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

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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

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

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

T. RESERVED.

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

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

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

ADDENDA AND ADDITIONAL TERMS

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

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

651* 20. ADDITIONAL TERMS: _____
652 _____
653 _____
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667 _____

668 COUNTER-OFFER/REJECTION

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

671* ☐ Seller rejects Buyer's offer.

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

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

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

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

680* Buyer: _____ Date: _____

681* Buyer: _____ Date: _____

682* Seller: _____ Date: _____

683* Seller: _____ Date: _____

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

685* _____

686* _____

687* _____

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

694* _____
695 **Cooperating Sales Associate, if any** **Listing Sales Associate**

696* _____
697 **Cooperating Broker, if any** **Listing Broker**

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

1. PROPERTY DESCRIPTION:

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

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

- (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").

Other Personal Property items included in this purchase are: _____

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

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

PURCHASE PRICE AND CLOSING

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

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

The initial deposit made payable and delivered to "Escrow Agent" named below
(CHECK ONE): (i) ☐ accompanies offer or (ii) ☐ is to be made within _____ (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN
OPTION (ii) SHALL BE DEEMED SELECTED.

Escrow Agent Information: Name: _____

Address: _____

Phone: _____ E-mail: _____ Fax: _____

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

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

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

- (d) Other:\$

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

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

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

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

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

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

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

- 54 (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due
55 to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"),
56 then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such
57 period shall not exceed 10 days.
- 58 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the
59 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be
60 extended as provided in STANDARD G.

61 **6. OCCUPANCY AND POSSESSION:**

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

- 77* **7. ASSIGNABILITY: (CHECK ONE):** Buyer ☐ may assign and thereby be released from any further liability under
78* this Contract; ☐ may assign but not be released from liability under this Contract; or ☐ may not assign this
79 Contract.

80 **FINANCING**

81 **8. FINANCING:**

82* ☐ (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's
83 obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges
84 that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend
85 the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.

86* ☐ (b) This Contract is contingent upon Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other
87* _____ (describe) loan within _____ (if left blank, then 30) days after Effective Date ("Loan Approval
88* Period") for **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph
89* 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's
90* creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing").

91* (i) Buyer shall make mortgage loan application for the Financing within _____ (if left blank, then 5) days
92 after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing terms
93 ("Loan Approval") and thereafter to close this Contract. Loan Approval which requires a condition related to the sale
94 by Buyer of other property shall not be deemed Loan Approval for purposes of this subparagraph.

95 Buyer's failure to use diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a
96 default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited
97 to, timely furnishing all documents and information and paying of all fees and charges requested by Buyer's
98 mortgage broker and lender in connection with Buyer's mortgage loan application.

99 (ii) Buyer shall keep Seller and Broker fully informed about the status of Buyer's mortgage loan application,
100 Loan Approval, and loan processing and authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose
101 such status and progress, and release preliminary and finally executed closing disclosures and settlement
102 statements, to Seller and Broker.

103 (iii) Upon Buyer obtaining Loan Approval, Buyer shall promptly deliver written notice of such approval to Seller.

104 (iv) If Buyer is unable to obtain Loan Approval after the exercise of diligent effort, then at any time prior to
105 expiration of the Loan Approval Period, Buyer may provide written notice to Seller stating that Buyer has been
106 unable to obtain Loan Approval and has elected to either:

- 107 (1) waive Loan Approval, in which event this Contract will continue as if Loan Approval had been obtained; or
108 (2) terminate this Contract.

(v) If Buyer fails to timely deliver either notice provided in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Loan Approval shall be deemed waived, in which event this Contract will continue as if Loan Approval had been obtained, provided however, Seller may elect to terminate this Contract by delivering written notice to Buyer within 3 days after expiration of the Loan Approval Period.

(vi) If this Contract is timely terminated as provided by Paragraph 8(b)(iv)(2) or (v), above, and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vii) If Loan Approval has been obtained, or deemed to have been obtained, as provided above, and Buyer fails to close this Contract, then the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; (2) Property related conditions of the Loan Approval have not been met (except when such conditions are waived by other provisions of this Contract); or (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Approval, in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see rider for terms).

☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

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

(a) COSTS TO BE PAID BY SELLER:

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

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

(b) COSTS TO BE PAID BY BUYER:

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

(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 covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, 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 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

☐ (i) 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 charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]**: 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.

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

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

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

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

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

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

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

DISCLOSURES

10. DISCLOSURES:

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

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

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

(d) **FLOOD ZONE; ELEVATION CERTIFICATION**: Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.

(e) **ENERGY BROCHURE**: Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

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

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

- 11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** *Buyer shall have _____ (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.*
- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,

consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

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

ESCROW AGENT AND BROKER

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

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

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

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

- (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under

this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

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

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

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

- (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
- (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

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

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

383 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which
384 Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or
385 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has
386 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c)
387 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all
388 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and
389 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,
390 thereby releasing Buyer and Seller from all further obligations under this Contract.

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

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

401 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
402 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security
403 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)
404 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit
405 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or
406 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph
407 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller
408 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this
409 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under
410 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations
411 thereunder.

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

420 **F. TIME:** Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.** Other
421 than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates
422 specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur
423 on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property
424 is located) of the next business day.

425 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be
426 liable to each other for damages so long as performance or non-performance of the obligation, or the availability of
427 services, insurance or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force
428 Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God,
429 unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent
430 effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including
431 Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents
432 performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under
433 this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering
434 written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all
435 further obligations under this Contract.

436 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,
437 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters
438 described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

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

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

(iii) **FinCEN GTO NOTICE.** If Closing Agent is required to comply with the U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Orders ("GTOs"), then Buyer shall provide Closing Agent with the information related to Buyer and the transaction contemplated by this Contract that is required to complete IRS Form 8300, and Buyer consents to Closing Agent's collection and report of said information to IRS.

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

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

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

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

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

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

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

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

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

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

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

T. RESERVED.

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

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

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

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

ADDENDA AND ADDITIONAL TERMS

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

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

20. ADDITIONAL TERMS: _____

COUNTER-OFFER/REJECTION

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

☐ Seller rejects Buyer's offer.

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

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

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

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

601* Buyer: _____ Date: _____

602* Buyer: _____ Date: _____

603* Seller: _____ Date: _____

604* Seller: _____ Date: _____

605 Buyer's address for purposes of notice
606* _____
607* _____
608* _____

Seller's address for purposes of notice

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

615* _____
616 **Cooperating Sales Associate, if any**

Listing Sales Associate

617* _____
618 **Cooperating Broker, if any**

Listing Broker

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 _____

F. APPRAISAL CONTINGENCY

This Contract is contingent upon Buyer obtaining, at Buyer's expense, a written appraisal from a licensed Florida appraiser, on or before _____ (if left blank, then at least ten (10) days prior to Closing), stating that the appraised value of the Property is at least \$_____ (if left blank, the Purchase Price). If the appraisal states that the appraised value of the Property is less than the above value, Buyer shall deliver a copy of such appraisal to Seller within 3 days after the above date and deliver written notice to Seller, either: a) terminating this Contract in which event the Deposit paid shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract; or b) waiving and removing this contingency and continuing with this Contract without regard to the appraised value of the Property, except as provided in Paragraph 8(b) if it is checked.

If Buyer fails to timely obtain an appraisal, or having timely obtained such appraisal fails to timely deliver notice of Buyer's exercise of the right to terminate granted above, this contingency shall be waived and removed, and Buyer shall continue with this Contract, without waiving any of Buyer's rights in Paragraph 8(b) if it is checked.

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 _____

W. BACK-UP CONTRACT

This back-up contract is subject to the termination of a prior executed contract between Seller and a third party for the sale of the Property. If the prior executed contract is terminated and Seller delivers written notice of the termination to Buyer before 5:00 p.m. on _____, this contingency shall be removed and this back-up contract shall move into first position. The "Effective Date" of this back-up contract shall be the date Seller delivers written notice of the termination of the prior executed contract. Buyer may terminate this back-up Contract by delivering written notice to the Seller prior to the date Seller delivers written notice of the termination of the prior executed Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

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 _____

E. FEDERAL HOUSING ADMINISTRATION (FHA)/U.S. DEPARTMENT OF VETERANS AFFAIRS (VA)

1. DEFINITIONS:

- (a) "Contract" is the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase (2014 ed.), to which this Rider is attached and intended to amend.
- (b) "Property" is the Property which is the subject matter of this Contract.
- (c) "HUD" is the Department of Housing and Urban Development.
- (d) "Purchaser" is the Buyer named in this Contract.

2. INSPECTIONS AND APPRAISAL:

In addition to the requirements of Paragraph 12 of this Contract, Seller shall comply with applicable FHA or VA regulations regarding termite inspection, roof inspection, and appraisal repairs (collectively "Appraisal Repairs"). The cost to Seller for Appraisal Repairs shall not exceed \$_____, which cost is in addition to the costs required to be paid under Paragraphs 9 (a) and 12 (b), (c) and (d).

3. ☐ **(CHECK IF APPLICABLE): FHA FINANCING:** It is expressly agreed that notwithstanding any other provisions of this Contract, the Purchaser shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than \$_____. The Purchaser shall have the privilege and option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The Purchaser should satisfy himself/herself that the price and condition of the Property are acceptable.

- (a) **Fees, Prepayments:** Purchaser shall pay all loan expenses, except tax service fee which fee, if charged by Buyer's lender, shall be paid by Seller up to a maximum of \$_____.
- (b) **Appraisal Repairs:** If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel this Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.
- (c) **Certification:** We, the undersigned Seller, Purchaser and Broker involved in this transaction each certify individually and jointly that the terms of this Contract are true and correct to the best of our knowledge and belief and that any other agreements entered into by any of these parties in connection with this transaction are part of, or attached to, this Contract.

4. ☐ **(CHECK IF APPLICABLE): VA FINANCING:** It is expressly agreed that, notwithstanding any other provision of this Contract, the Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described herein, if this Contract purchase price or cost exceeds the reasonable value of the Property as established by the U.S. Department of Veterans Affairs. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of reasonable value established by the U.S. Department of Veterans Affairs.

- (a) **Fees, Prepayments:** Seller shall pay for the WDO inspection and tax service, underwriting, and document preparation fees required by the lender, and for recording fees for assigning Purchaser's mortgage. Purchaser shall pay all prepayments and escrows for taxes, hazard insurance, flood insurance, when applicable.
- (b) **Appraisal Repairs:** If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel this Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.

5. ELECTION TO PROCEED WITH CONTRACT: In the event Purchaser elects under Paragraph 3 or 4 above to proceed with this Contract without regard to the amount of reasonable value established by the Federal Housing Commissioner, U.S. Department of Veterans Affairs, or Direct Endorsement lender, such election must be made within 3 days after Purchaser receives the appraisal. (If Purchaser and Seller agree to adjust the sales price in response to an appraised value which is less than the sales price, a new rider is not required. However, the loan application package must include the original sales contract with the same price as shown on the above clause, along with the revised or amended sales contract.)

_____ BUYER	_____ Date	_____ SELLER	_____ Date
_____ BUYER	_____ Date	_____ SELLER	_____ Date
_____ BROKER	_____ Date	_____ BROKER	_____ Date

When initialed by all parties, the parties acknowledge that the disclosure set forth below was provided to Buyer prior to execution of the Florida Realtors/Florida Bar Residential Contract For Sale and Purchase between _____

and _____ (SELLER)
_____ (BUYER)

concerning the Property described as _____

Buyer's Initials _____ Seller's Initials _____

B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE

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

BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THIS DISCLOSURE.

Disclosure Summary For _____
(Name of Community)

- (a) AS A BUYER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION ("ASSOCIATION").
- (b) THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS ("COVENANTS") GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
- (c) YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$_____ PER _____. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$_____ PER _____.
- (d) YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
- (e) YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
- (f) THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$_____ PER _____.
- (g) THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
- (h) THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
- (i) THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

DATE _____ BUYER _____

DATE _____ BUYER _____

Page 1 of 1 B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE

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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 _____

Q. HOUSING FOR OLDER PERSONS

Buyer acknowledges that the owners' association, developer or other housing provider intends the Property to provide housing for older persons as defined by federal law. While Seller and Broker make no representation that the Property actually qualifies as housing for older persons, the housing provider has stated that it provides housing for persons who are ☐ 62 years of age and older ☐ 55 years of age and older.

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** _____

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

Lead-Based Paint Warning Statement

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

Seller's Disclosure (INITIAL)

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

Buyer's Acknowledgement (INITIAL)

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

Licensee's Acknowledgement (INITIAL)

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

Certification of Accuracy

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

_____ SELLER	_____ Date	_____ BUYER	_____ Date
_____ SELLER	_____ Date	_____ BUYER	_____ Date
_____ Listing Licensee	_____ Date	_____ Selling Licensee	_____ Date

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

Page 1 of 1 P. LEAD-BASED PAINT DISCLOSURE

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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 _____

V. SALE OF BUYER'S PROPERTY

This Contract is contingent on the sale and closing of Buyer's property located at _____

Upon entering into a contract for the sale of Buyer's property, Buyer shall give Seller a copy of such contract with the third parties' identification and purchase price information obliterated. If the sale of Buyer's property does not close by _____, Buyer may, within 3 days thereafter deliver written notice to Seller, either: a) 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; or b) waiving and removing this contingency and all financing contingences, and continue with this Contract.

Buyer's property ☐ is ☐ is not presently under contract for sale. If Buyer's property is under contract, Buyer shall provide Seller with a copy of the contract on or before _____.

1. I am the transferee (Buyer) of real property located at _____
_____.
2. The sales price (amount realized by Seller on the sale) does not exceed \$300,000.
3. I am purchasing the real property to use as a residence. I have definite plans that a member of my family, to include brother(s), sister(s), ancestor(s), descendent(s), or spouse, or I will reside in the property for at least 50% of the number of days that the property is used by any person during each of the first two 12 month periods following the date the property is transferred to me.
4. I am making this affidavit in order to establish an exemption from withholding a portion of the sales price of the property under Internal Revenue Code §1445.
5. I understand that if the information in this affidavit is incorrect, I may be liable to the Internal Revenue Service for up to 10% of the sales price of the property, plus interest and penalties.

Under penalties of perjury, I declare that the statements above are true, correct, and complete.

Buyer Signature

Date

Printed Name of Buyer

Tax Identification Number

Buyer Signature

Date

Printed Name of Buyer

Tax Identification Number

NOTICE: THIS FORM IS INTENDED FOR USE ONLY BY INDIVIDUAL BUYERS (NOT BY CORPORATIONS, PARTNERSHIPS, OR OTHER ENTITIES). THIS FORM DOES NOT NEED TO BE SUBMITTED TO THE INTERNAL REVENUE SERVICE, BUT SHOULD BE RETAINED BY THE PARTIES FOR THEIR RECORDS.

Settlement Agent: Hogwarts Title Company

Settlement Location: 9 Platform Express, Surrey, Florida 77777

File No./Escrow No.: NOVA Sample

Print Date & Time: 9/1/17 at 3:58:45 pm

Property Address: 4 Privet Drive, Surrey, Florida 77777

Buyer: Harry James Potter

Seller: Vernon Dursley and Petunia Dursley

Lender: Dianes Company, FSB, ISAOA/ATIMA

Loan ID # 1234567890

Settlement Date: 8/21/2017

Disbursement Date: 8/21/2017

Seller		Description	Borrower / Buyer	
Debit	Credit		Debit	Credit
		Financial		
	\$187,500.00	Sale Price of Property	\$187,500.00	
		Deposit		\$5,000.00
		Loan Amount to Dianes Company, FSB, ISAOA/ATIMA		\$166,800.00
		Lender Credits		\$100.00
		Prorations/Adjustments		
	\$63.77	County Taxes 08/21/17 to 12/31/17	\$63.77	
\$2,000.00		Seller Credit		\$2,000.00
\$2,196.69		County Taxes 01/01/17 to 08/21/17		\$2,196.69
		Loan Charges to Dianes Company, FSB, ISAOA/ATIMA		
		Origination to Dianes Company, FSB, ISAOA/ATIMA	\$1,000.00	
		Processing Fee to Dianes Company, FSB, ISAOA/ATIMA	\$495.00	
		Underwriting Fee to Dianes Company, FSB, ISAOA/ATIMA	\$595.00	
		Appraisal Fee (POC B \$465.00) to Hagrid Appraisals, Inc.		
		Credit Report Fee to Snape Credit Co.	\$56.00	
		Document Preparation Fee to Schwartz & Associates	\$285.00	
		Title - Closing Fee to Hogwarts Title Company	\$850.00	
\$4.50		Title - E-Recording Fee to Simplifile	\$9.00	
		Title - Survey Fee to ME Land Services, Inc.	\$450.00	
		Homeowner's Insurance Premium (12 mo.) to State Farm	\$1,521.73	
		Prepaid Interest (16.22 per day from 08/21/17 to 09/01/17) to Dianes Company, FSB, ISAOA/ATIMA	\$175.89	
		Impounds		
		Homeowner's Insurance \$126.81 per month for 3 mo. to Dianes Company, FSB, ISAOA/ATIMA	\$380.43	
		Property Taxes \$92.99 per month for 12 mo. to Dianes Company, FSB, ISAOA/ATIMA	\$1,115.88	
		Aggregate Adjustment to Dianes Company, FSB, ISAOA/ATIMA		\$380.46
		Title Charges & Escrow / Settlement Charges		
		Title - Lender's Title Insurance to Old Republic Nat. Title/Hogwarts Title	\$1,049.90	
\$141.35		Title - Owner's Title Insurance (optional) to Old Republic Nat. Title/Hogwarts Title		
		Commissions		
\$5,625.00		Real Estate Commission Buyers Broker		
\$5,625.00		Real Estate Commission Sellers Broker		
		Government Recording and Transfer Charges		
		Recording fees	\$164.50	
\$1,312.50		Deed - Documentary Stamps		
		Mortgage - Documentary Stamps	\$583.80	
		Mortgage - Intangible Taxes	\$333.60	

Seller			Borrower / Buyer	
Debit	Credit		Debit	Credit
\$16,905.04	\$187,563.77	Subtotals	\$196,629.50	\$176,477.15
		Due From Borrower		\$20,152.35
\$170,658.73		Due To Seller		
\$187,563.77	\$187,563.77	Totals	\$196,629.50	\$196,629.50

Acknowledgement

The undersigned hereby certify that they have carefully reviewed the Closing Disclosure or other settlement statement form and they approve and agree to the payment of all fees, costs, expenses and disbursement as reflected on the Closing Disclosure or other settlement statement form to be paid on their behalf. We further certify that we have received a copy of the Closing Disclosure or other settlement statement.

Date _____

Harry James Potter

Date _____

Date _____

Vernon Dursley

Date _____

Petunia Dursley

I have reviewed the Closing Disclosure, the settlement statement, the lender's closing instructions and any and all other forms relative to the escrow funds, including any disclosure of the Florida title insurance premiums being paid, and I agree to disburse the escrow funds in accordance with the terms of this transaction and Florida law.

Hogwarts Title Company

By: _____

Note: POC B: Paid Outside Closing by the Borrower/Buyer, POC S: Paid Outside Closing by the Seller, PBO: Paid by Other.

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DoubleTime®
Page 2 of 2

File NOVA Sample
Page 39
Printed on 9/1/17 at 3:58:45 pm



FirstService
RESIDENTIAL

FirstService Residential
(888) 425-0001 Toll Free

Processed by



WelcomeLink

Estoppel Certificate

CG-B35058

This certificate has been prepared on July 10, 2017
on behalf of

1

The information below is presented in the form dictated by Florida Civil Code (SB 398 Section 8). For a summary of all fees to be collected at closing, please refer to the Closing Fee Summary page.

Account Information

1. Date of issuance:
07/10/17

2. Name(s) of the unit owner(s) as reflected in the books and records of the association:

3. Unit Designation and address:

Weston, FL 33331

4. Parking or garage space number, as reflected in the books and records of the association:
Not Applicable

The parking/garage space information is as reflected in the association's books and records as of the Date of Issuance of this Estoppel Certificate. This information should be verified with the owner(s) as transfers may have occurred which are not reflected herein.

5. Attorney's name and contact information if the account is delinquent and has been turned over to an attorney for collection:
Account is not in collection.

6. Fee for the preparation and delivery of the estoppel certificate:
Amount Paid \$240.00 for Standard (8-10 days) Estoppel Certificate

7. Name of the requestor:
Requested by: **Jacqueline Revis**
Company: **Krause, Goldberg, Revis & Hervas P.A.**
Email: **jacqueline@kgrhlaw.com**
Reference Number:
Settlement Date: **07/24/17**



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Estoppel Certificate (continued)

CG-B35058

This certificate has been prepared on July 10, 2017
on behalf of
27

Assessment Information

8. Assessment Information and other information:

- a. The regular periodic assessment **Maintenance Fees** levied against the unit is **\$867.00** per **quarter** and due on the first day of the pay period.

Late Fee: **\$25.00** will be attached to any assessment received **15** day(s) after due date.

Make checks payable to:

Mail check to the following address:

FirstService Residential
Attention: Estoppel Department
2950 N 28th Terrace
Hollywood, FL 33020

- b. The regular periodic assessment **Maintenance Fees** is paid through **09/30/2017**.
- c. The next installment of the regular periodic assessment **Maintenance Fees** is due **October 1st** in the amount of **\$867.00**.
- d. An itemized list of all assessments, special assessments, and other moneys owed on the date of issuance to the association by the unit owner for a specific unit is provided below.

Due from seller

Description	Payable To	Amount
Balance as of 07/10/2017	Association	(\$1,737.00)
<i>(An amount in parentheses indicates a credit)</i>		

The above amount is the total balance for the account as of the above date and is subject to clearance of all funds. Late fees, additional assessments and other charges will be added as they occur.

- e. An itemized list of any additional assessments, special assessments, and other moneys that are scheduled to become due for each day after the date of issuance for the effective period:

Date	Description	Amount
07/16/17	Late Fee	\$25.00



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Estoppel Certificate (continued)

CG-B35058

This certificate has been prepared on July 10, 2017
on behalf of L1
2

Other Information

f. Is there a capital contribution fee, resale fee, transfer fee, or other fee due?
No

g. Is there any open violation of rule or regulation noticed to the unit owner in the association official records?
06/26/17 Exterior of Home (Needs to be cleaned)

Please be advised that this property has outstanding violations. Please contact your Community Manager for the balance due in violations only.

Community Manager: C

9

h. Do the rules and regulations of the association applicable to the unit require approval by the board of directors of the association for the transfer of the unit? **No**
If yes, has the board approved the transfer of the unit? **N/A**

i. Is there a right of first refusal provided to the members or the association? **No**
If yes, have the members or the association exercised that right of first refusal? **N/A**

j. Provide a list of, and contact information for, all other associations of which the unit is a member:
There are no additional associations to which the unit is a member.

k. Provide contact information for all insurance maintained by the association:
Ph (954) 384-

Additional Information

1. What utilities provided to individual owners is/are included in the assessments paid to the Association?
N/A

Seller must disclose any outstanding non-compliant issues with the property. New buyer must provide copy of the deed to management office.

For further information or to request a W9 form completed by the association, please contact the property manager Chad Peska, at (954) 465-9499 or via email at chad.peska@fsresidential.com.

Certification

I certify that, to the best of my knowledge and belief, the information and statements contained on this form and attachments (if applicable) are true and correct. The responses herein are made in good faith and to the best of my ability as to their accuracy.



FirstService Residential
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Estoppel Certificate (continued)

CG-B35058

This certificate has been prepared on July 10, 2017
on behalf of:
2;

FirstService Residential
Authorized Agent
on behalf of Windmill Ranch Estates Maintenance Association, Inc.
Email Address: resale.south@fsresidential.com

All the assessments must be paid in full to the association prior to, or at the time of settlement. A copy of the warranty deed must be submitted to FirstService Residential within ten (10) days of closing date. Official ownership records cannot be changed without warranty deed.

Nothing herein shall constitute approval of the association to the transaction which is the subject of this request. Please contact the association for specific approval requirements.

Please note: If the property is governed by more than one association, the owner is responsible for obtaining separate Estoppel information for each association.

This Estoppel Certificate has been delivered electronically and has a 30-day effective period. If additional information or a mistake related to the estoppel certificate becomes known to the association within the effective period, an amended estoppel certificate may be delivered and becomes effective if a sale or refinancing of the unit has not been completed during the effective period. A fee may not be charged for an amended estoppel certificate and new effective period begins on the date of the issuance.



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Estoppel Certificate (continued)

CG-B35058

Property Address:

Association:

Account:

Transactional History

Date	Type	Description	Amount	Balance
07/22/15	Charge	Late Fees	\$25.00	\$892.00
07/28/15	Charge	Reminder Collection Cost	\$5.00	\$897.00
08/12/15	Pay	Lockbox Check No: 061302	(\$897.00)	\$0.00
10/01/15	Charge	Maintenance Fees	\$867.00	\$867.00
10/22/15	Charge	Late Fees	\$25.00	\$892.00
10/28/15	Charge	Reminder Collection Cost	\$5.00	\$897.00
11/04/15	Pay	Lockbox Check No: 061309	(\$897.00)	\$0.00
12/30/15	Pay	Lockbox Check No: 061201	(\$867.00)	(\$867.00)
12/30/15	Pay	Lockbox Check No: 061201	(\$867.00)	(\$1,734.00)
01/01/16	Charge	Maintenance Fees	\$867.00	(\$867.00)
04/01/16	Charge	Maintenance Fees	\$867.00	\$0.00
06/21/16	Pay	Lockbox Check No: 061236	(\$867.00)	(\$867.00)
07/01/16	Charge	Maintenance Fees	\$867.00	\$0.00
10/01/16	Charge	Maintenance Fees	\$867.00	\$867.00
10/24/16	Charge	Late Fees	\$25.00	\$892.00
10/27/16	Charge	Reminder Collection Cost	\$5.00	\$897.00
11/14/16	Pay	Lockbox Check No: 061251	(\$1,767.00)	(\$870.00)
12/28/16	Pay	Lockbox Check No: 061255	(\$867.00)	(\$1,737.00)
12/28/16	Pay	Lockbox Check No: 061255	(\$867.00)	(\$2,604.00)
12/28/16	Pay	Lockbox Check No: 061255	(\$867.00)	(\$3,471.00)
12/28/16	Pay	Lockbox Check No: 061255	(\$867.00)	(\$4,338.00)
01/01/17	Charge	Maintenance Fees	\$867.00	(\$3,471.00)
04/01/17	Charge	Maintenance Fees	\$867.00	(\$2,604.00)
07/01/17	Charge	Maintenance Fees	\$867.00	(\$1,737.00)
		Balance		(\$1,737.00)



FirstService Residential
(888) 425-0001 Toll Free



Estoppel Certificate (continued)

CG-B35058

Property Address:

Association:

W

Account:

Closing Fee Summary

Due from seller

Description	Payable To	Amount
Balance as of 07/10/2017	Association	(\$1,737.00)
<i>(An amount in parentheses indicates a credit)</i>		

The above amount is the total balance for the account as of the above date and is subject to clearance of all funds. Late fees, additional assessments and other charges will be added as they occur.

Additional Amounts to be collected at Closing:

Description	Payable To	Amount
Next Maintenance Fees Due	Association	\$867.00

Totals Due:

Please send **separate** checks to the following address:

FirstService Residential
Attention: Estoppel Department
2950 N 28th Terrace
Hollywood, FL 33020

Total due to _____ **Maintenance Association, Inc. : (\$870.00)**

Make checks payable to: _____ **Maintenance Association, Inc.**



FirstService Residential
(888) 425-0001 Toll Free



Report of Known Violations

CG-B35058

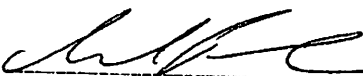
Order: CG-B35058
Association: WI
Unit Address: 2.
Account:
Owner(s): Lum
Buyer(s):

Are there any Architectural Violations of record? Yes ☒ No ☐
Are there any Special Assessments? Yes ☐ No ☒
Is the Association currently voting on a Special Assessment? Yes ☐ No ☒
Is this unit involved in any pending litigation with the Association? Yes ☐ No ☒

Lot File and/or Violations Log checked ☐ No violations ☒ or, specify below:

Violation Description (please print):

See Attached. Circled area needs to be
cleaned

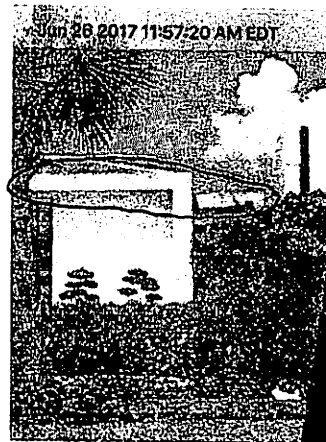
Manager Signature: 

Date Completed: 7-5-12

Attention Manager: Email completed form to incomingPDF@welcomelink.com. If returning more than one inspection notice, please send separately.

Weston, FL 33331

Unit 304-304-0086



Please Correct the Following:
Exterior of Home - Needs to be cleaned

Inspection Date: June 26, 2017

Correction Date: July 10, 2017

Comments:

June 30, 2017

RE: First Notice of Violation
27.

Unit # / Account #:

Dear

The Windmill Ranch Estates Board of Directors is dedicated to protecting the investments made in your home, enhancing the appearance of our community, and keeping property values high.

During a recent inspection, the violation indicated above was observed. Please be assured that inspections and enforcement are intended to be constructive in nature. The intent of this letter is simply to bring this violation to your attention so that it may be corrected in a timely manner. To ensure the corrective action has been taken a follow up inspection will be conducted. The Windmill Ranch Estates Board of Directors sincerely appreciates your understanding and attention to this matter.

If you are unable to comply with this request or require additional time to make the necessary correction, please email me with any supporting documentation at [redacted].

Thank you for your immediate attention to this matter.

Sincerely,

On Behalf of the Board of Directors

Property Manager



FirstService
RESIDENTIAL

FirstService Residential
(888) 425-0001 Toll Free

Processed by



WelcomeLink

Report of Known Violations

CG-B35058

Order: CG-B35058

Association: W

Association Inc.

Unit Address:

Account:

Owner(s):

Buyer(s):

Are there any Architectural Violations of record?

Yes ☒ No ☐

Are there any Special Assessments?

Yes ☐ No ☒

Is the Association currently voting on a Special Assessment?

Yes ☐ No ☒

Is this unit involved in any pending litigation with the Association?

Yes ☐ No ☒

Lot File and/or Violations Log checked ☐ No violations ☐ or, specify below:

Violation Description (please print):

See Attached Violation in Connect.

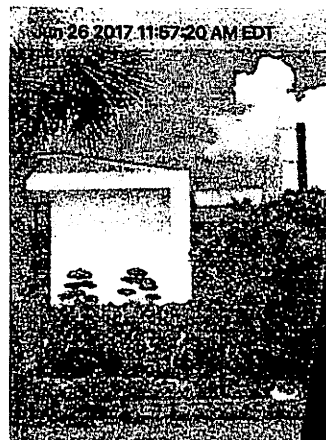
Manager Signature: [Signature] Date Completed: 6-29-17

Attention Manager: Email completed form to incomingPDF@welcomelink.com. If returning more than one inspection notice, please send separately.

26
1331

0000

27



Please Correct the Following:
Exterior of Home - Needs to be cleaned

Inspection Date: June 26, 2017

Correction Date: July 10, 2017

Comments:

June 29, 2017

RE: First Notice of Violation

-- 0000-1097-01

Dear

The Windmill Ranch Board of Directors is dedicated to protecting the investments made in your home, enhancing the appearance of our community, and keeping property values high.

During a recent inspection, the violation indicated above was observed. Please be assured that inspections and enforcement are intended to be constructive in nature. The intent of this letter is simply to bring this violation to your attention so that it may be corrected in a timely manner. To ensure the corrective action has been taken a follow up inspection will be conducted. The Windmill Ranch Estates Board of Directors sincerely appreciates your understanding and attention to this matter.

If you are unable to comply with this request or require additional time to make the necessary correction, please email me with any supporting documentation at chad.p@windmillranch.com.

Thank you for your immediate attention to this matter.

Sincerely,

On Behalf of the Board of Directors

Property Manager
Windmill Ranch Estates



FirstService
RESIDENTIAL

FirstService Residential
(888) 425-0001 Toll Free

Processed by



WelcomeLink

Welcome New Owner!

On behalf of Windmill Ranch Estates Maintenance Association, Inc. and FirstService Residential, we would like to welcome you to your new home and community. FirstService Residential is North America's leading property management company and has been retained by your Board of Directors as the managing agent for your Association. Working under the Board's direction, FirstService Residential oversees administrative and operational management responsibilities for your community.

We have provided you with a temporary coupon below to make your first scheduled payment. Please ensure that your full fourteen (14) digit account number is written clearly on your check. Checks should be made payable to Windmill Ranch Estates Maintenance Association, Inc..

At FirstService Residential, we want you to know that we are more than just a property management company. We will always remember that your home and community are special and we welcome the opportunity to bring our unique expertise, value-added services and new innovations - right to your door!

Please call with any questions, comments or suggestions and again, welcome to your new home.

Sincerely,

FirstService Residential

1-888-425-0001

Please note that the address below is intended for payments only.

Closing documents and additional correspondence should be directed to the address listed on Page 1.



FirstService
RESIDENTIAL

FirstService Residential
(888) 425-0001 Toll Free

Processed by



WelcomeLink

Account #: 0452-0000-1097-01

Association Fee Temporary Coupon

Maintenance Fees

\$867.00 due on the first day of the pay period

Late Charge:

\$25.00 will be attached to any assessment received 15 day(s) after due date.

Owner Name: _____

Unit Address:

Weston, F

Amount Paid: \$

Forward payment along with this temporary coupon to:

Please make checks payable to: Windmill Ranch Estates Maintenance Association, Inc.

Return Address:

Attn: Bill

Windmill Ranch Estates Maintenance Association, Inc.

C/O FirstService Residential

PO BOX 028103

Miami, FL 33102-8103



FirstService
RESIDENTIAL

A First Service Residential Management Company



FirstService
RESIDENTIAL

Mailing Address Form

Please complete this mailing address form and mail it along with the warranty deed and/or settlement statement, all assessments due, and a copy of estoppel to the address listed on the first page of the estoppel certificate. This will ensure the new buyers will receive information concerning their association and how to pay their future assessments.

Association Name: _____

Homeowner's name _____

Homeowners Account # ____ - ____ - ____ - ____
(Found under the Account Information on the Estoppel Certificate)

Apt./Unit/Suite # _____

Street or PO Box _____

City/State/Zip _____

Phone # - Home (_____) _____

Email Address _____

Customer Service Toll Free (888) 425 -0001 Monday – Friday 8:00am to 5:00 pm EST



FirstService
RESIDENTIAL

Cancellation – Agreement for Direct Payment - KliknPay

Important: Please provide this form to the seller if they are currently enrolled in our Direct Debit Program and would like to cancel any future automatic recurring payments with KliknPay.

This letter is authorizing the association/management company to cancel my "Agreement for Direct Payment" for

Account # _ _ _ _ _ - _ _ _ _ _ - _ _ _ _ _ - _ _ _

Homeowners Signature

Date

Homeowners Printed Name

Your "Agreement for Direct Payment" will be terminated within 48 hours of receipt of this form. Furthermore, any payments initiated through your bank prior to receipt of this form will be processed.

You may submit your cancellation by emailing a completed copy of this form to:

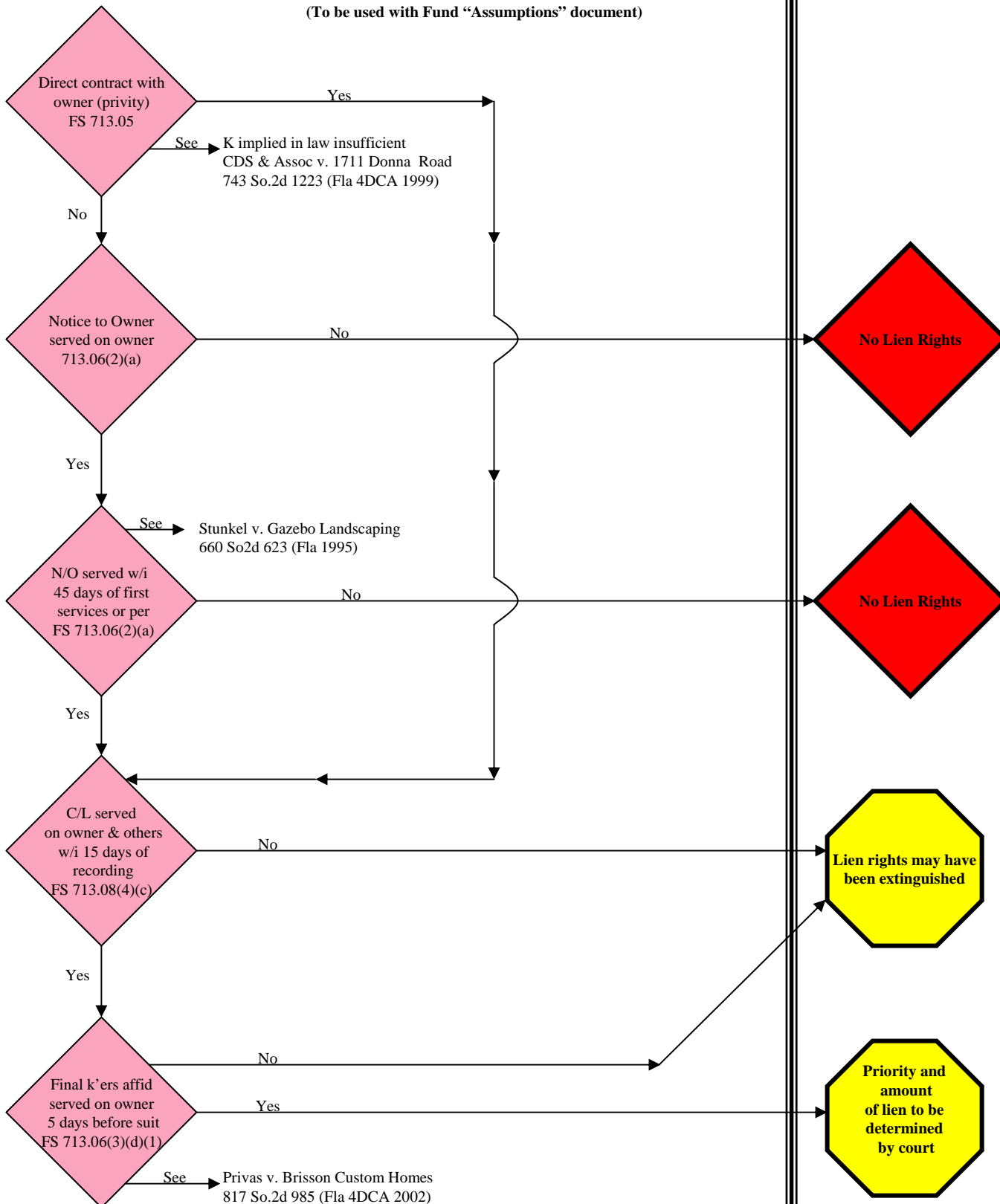
Resale.south@fsresidential.com



BASIC CONSTRUCTION LIEN PARADIGM

MATTERS NOT OF RECORD

(To be used with Fund "Assumptions" document)

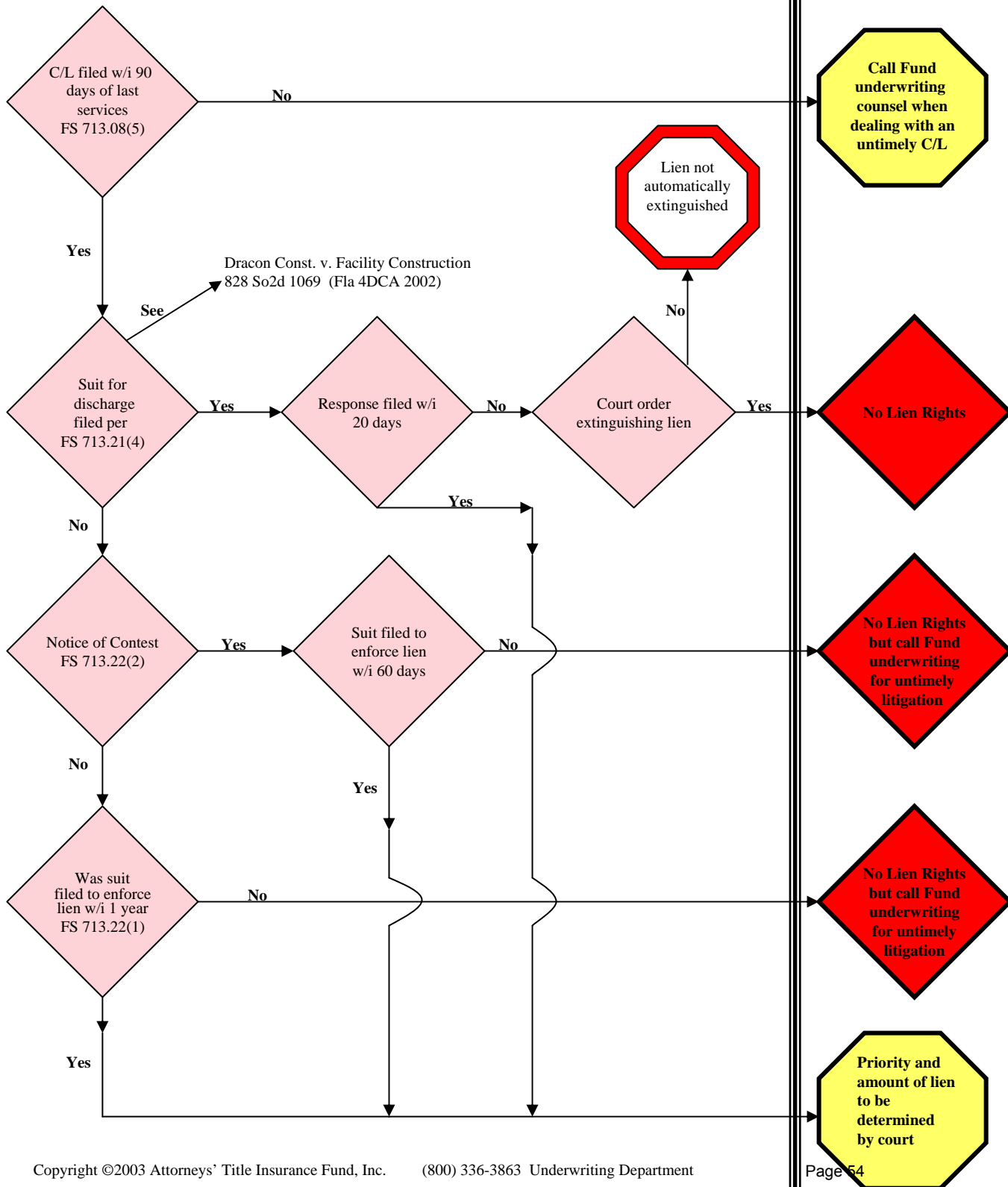




BASIC CONSTRUCTION LIEN PARADIGM

MATTERS OF RECORD

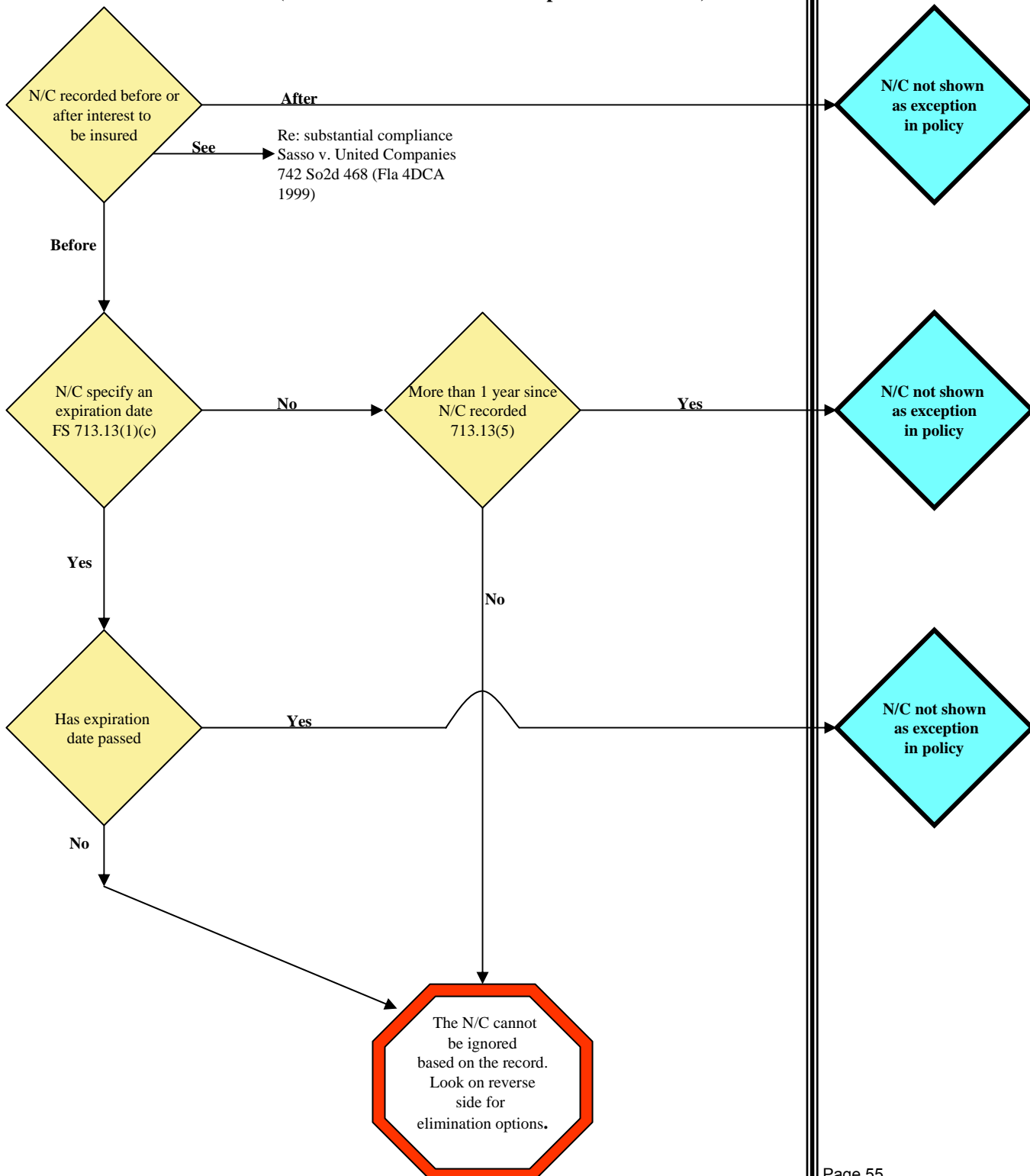
(To be used with Fund "Assumptions" document)





BASIC NOTICE OF COMMENCEMENT PARADIGM

(To be used with Fund “Assumptions” document)

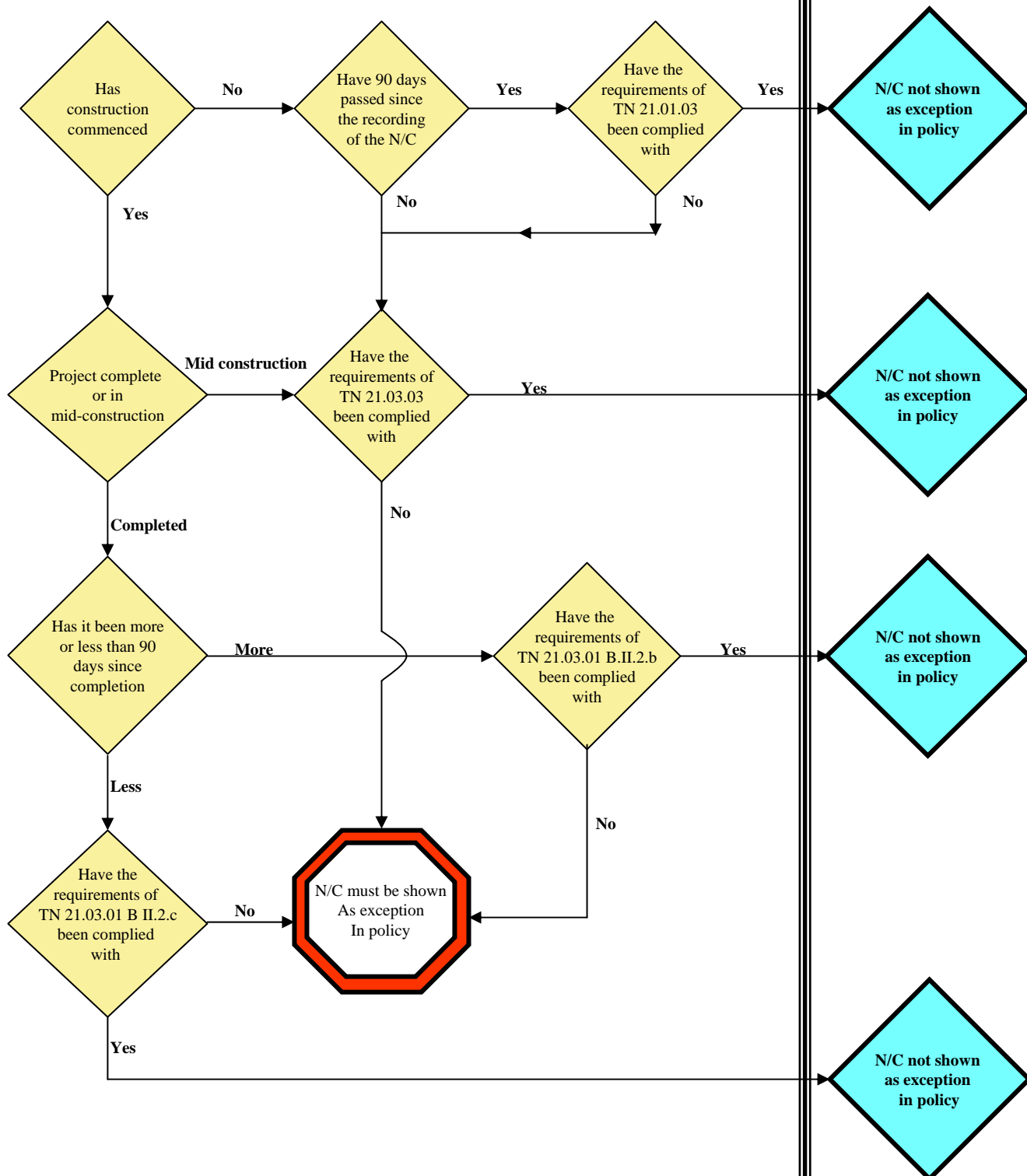




BASIC NOTICE OF COMMENCEMENT PARADIGM - ELIMINATION OPTIONS FOR MORTGAGEE POLICIES

(For Owners policies confer with Fund underwriting counsel)

(To be used with Fund "Assumptions" document)



Closing Affidavit

(Seller)

Before me, the undersigned authority, personally appeared Vernon Dursley and Petunia Dursley, husband and wife ("Affiant"), who being by me first duly sworn, on oath, depose(s) and say(s) that:

1. **Vernon Dursley and Petunia Dursley, husband and wife ("Seller")**, is the owner of and is selling the following described property to **Harry James Potter, a single man ("Buyer")**, to wit:

Lot 4, Block 7, THE CUPBOARD UNDER THE STAIRS ADDITION, in City of Surrey, Little Whinging County, Florida, recorded in Volume 44, Page 77, of the Public Records of Little Whinging County, Florida.

2. The above described property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description of record whatsoever, except for mortgage or mortgages, if any, described in the Deed and except for real estate and personal property taxes for the year **2017**, which are not yet due and payable.
3. There have been no improvements, alterations, or repairs since acquisition by the Seller to the above described property for which the costs thereof remain unpaid, that there are no claims for labor or material furnished for repairing or improving the same, which remain unpaid since the acquisition by Seller, and that there are no mechanic's, materialmen's, or laborer's liens since acquisition by Seller against the above described property.
4. There have been no documents recorded in the Public Records of **Little Whinging County, Florida** subsequent to **July 22, 2017**, which affect title to the Property and Seller has not entered into any contracts for the sale, disposition or leasing of the Property since said date except as may have been disclosed to **Hogwarts Title Company** in writing, and Seller has no knowledge of any matter affecting title to the Property.
5. The personal property contained in the building on said property, or on the said premises, and which, if any, is being sold free and clear of all liens, encumbrances, claims and demands whatsoever. The Seller knows of no violations of Municipal or County Ordinances pertaining to the above described property. No judgment or decree has been entered in any court in this State or the United States against said Seller which remains unsatisfied. There are no persons other than Seller in possession of the above described property.
6. Seller agrees that in the event the current real estate or personal property taxes vary in amount from the figures used in making the prorations used in closing the transfer and conveyance of the above described property to said buyers, then a new proration and a correct and proper adjustment will be made upon demand.
7. There are no matters pending against the Seller that could give rise to a lien that would attach to the property between the effective date of commitment and the recording of the interest to be insured. Seller has not and will not execute any instruments that would adversely affect the interest to be insured.
8. Seller's title to, and possession and enjoyment of, the property have been open, notorious, peaceable and undisturbed, and have never been disputed nor questioned.
9. There are no disputes concerning the boundary lines of the property, and the operation of any buildings on said property has been in compliance with the applicable building codes, ordinances and statutes.
10. Affiant has received no notice of any public hearing regarding assessment for improvements or changes in applicable zoning laws concerning said property within the past ninety (90) days.
11. There are no actions or proceedings now pending in any State or Federal Court to which the Seller is a party, including but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgments, bankruptcies, liens or executions of any nature which constitute or could constitute a charge or lien upon said property.
12. There are no unrecorded easements, claims of easement or rights-of-way affecting all or any portion of the property.

13. Seller understands that Section 1445 of the Internal Revenue Code provides that a Buyer of a United States real property interest must withhold tax if the Seller is a foreign person. To inform the Buyer that withholding of tax is not required upon purchase of the above described property, Seller certifies the following:

- a. Seller is not a nonresident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate for purposes of United States federal income taxation.
- b. Seller's U.S. Taxpayer Identification Number is **123-45-6789 and 987-65-4321**.
- c. Seller's address is: **5 Privet Drive, Surrey, FL 77777**.
- d. No other persons or entities have an ownership interest in the above described property.

Seller understands the Buyer of the described property intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act. (FIRPTA). Seller understands this certification may be disclosed to the Internal Revenue Service by the Buyer and that any false statements contained in this certification may be punished by fine, imprisonment or both. Seller has the authority to sign this affidavit as either individual Seller or on behalf of an entity Seller. Under penalties of perjury, Seller states that this declaration was carefully read and is true and correct.

14. This affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing **Hogwarts Title Company** and **Old Republic National Title Insurance Company** to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein. Seller hereby holds **Hogwarts Title Company** and **Old Republic National Title Insurance Company** harmless and fully indemnifies same (including but not limited to attorneys' fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein. "Affiant", "Seller" and "Buyer" include singular or plural as context so requires or admits. Seller further states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Seller further certifies that he/she has read, or heard read, the full facts of this Affidavit and understands its context.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Vernon Dursley

Petunia Dursley

State of Florida
County of Broward

The foregoing instrument was sworn to and subscribed before me this 21st day of August, 2017 by Vernon Dursley and Petunia Dursley, who ☐ are personally known or ☒ have produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

Settlement Statement Addendum

Seller: **Vernon Dursley and Petunia Dursley, husband and wife**
Buyer: **Harry James Potter, a single man**
Property: **4 Privet Drive, Surrey, FL 77777**
Closing Agent: **Hogwarts Title Company**
Closing Date: **August 21, 2017**
File Number: **NOVA Sample**

TAX RE-PRORATION AGREEMENT: If the most recent property tax bill issued does not cover through the closing date, then the tax prorations set forth on the settlement statement are based upon an estimate. The basis of proration as set forth on the settlement statement is hereby accepted by the parties to this transaction. It is hereby understood and agreed that the actual taxes, if different, will be adjusted between the parties upon demand. Closing Agent is not liable or responsible for adjustment or re-proration of taxes. If Closing Agent is requested to assist with re-proration, the requesting party shall pay Closing Agent a fee of \$170.00. Closing Agent is not responsible or liable for additional taxes, other charges or tax refunds, if any, and shall not be liable should any of the parties to this transaction fail or refuse to re-prorate the taxes. **Buyer acknowledges that property taxes may significantly increase in the year following closing.**

AGREEMENT TO COOPERATE: If requested by Lender (if any), Closing Agent, Title Agent or Title Underwriter, the parties agree to fully cooperate and adjust for clerical errors, including the execution or re-execution of any reasonable documentation and/or the remittance of any additional sums.

HOMEOWNER'S/CONDOMINIUM ASSOCIATIONS: The Buyer(s) acknowledge(s) the existence of any homeowner's and/or condominium association(s) and is aware that monthly, quarterly or annual maintenance assessments may be due to said association(s). Said association(s) may also have the authority to regulate and enforce community covenants and restrictions. The Buyer hereby acknowledges receipt of a copy of any association estoppel letters for the subject transaction.

MISCELLANEOUS: Closing Agent does not make any representations or warranties or assume any liability with respect to the physical condition of the property, or any repairs to the property. Buyer has been advised and encouraged to secure hazard insurance coverage prior to completion of closing. If a survey was prepared for the subject transaction, then the Buyer hereby acknowledges receipt of a copy thereof. The buyer has reviewed said survey and accepts title subject to the matters set forth thereon. Buyer has received and reviewed the proposed deed and is satisfied with and approves the manner which title is being held. Buyer has had an opportunity to confirm or review whether or not permits were obtained for improvements to the property and whether all such permits were closed.

DISBURSEMENT AUTHORIZATION, ETC.: Closing Agent does not adjust or assume liability for charges for water, rents, gas, electricity, taxes on personal property, garbage taxes or fees, license fees or taxes, service/maintenance contracts (pest control, appliance maintenance, pool care, lawn care, alarm systems, etc.), association assessments or dues, or estoppel information furnished by mortgagees or others. The settlement statement has been reviewed and approved and Closing Agent is irrevocably authorized and directed to complete the closing of the transaction and make disbursement in accordance therewith. In the event of mortgage assumption, if Seller has received a credit for the escrow account balance, then Seller hereby assigns all right, title and interest in said account to Buyer. Seller, Buyer, and Borrower are used for singular or plural, as the context so requires or admits. This Agreement is being provided as an inducement for Closing Agent to serve as the closing agent and for Title Agent and Title Underwriter to issue title insurance on the subject transaction.

ESCROW ACCOUNT: Pursuant to Rule 4-186.008 of the Insurance Commissioners and Treasurer, the buyers/borrowers and seller hereby consent that the funds acknowledged for closing may be deposited for the benefit of the Closing Agent into an interest bearing escrow account at Bank of America or Chase.

Buyer:

Harry James Potter

Seller:

Vernon Dursley

Petunia Dursley

CONTACT INFORMATION

PROPERTY ADDRESS: _____

BUYER(S):

- ☐ Full Names (first, middle and last, A.K.A.):
Buyer(s): _____
Address: _____

Buyer 1 Cell #: _____ Email: _____
Buyer 2: Cell #: _____ Email: _____
- ☐ Marital Status (please circle): ☐ SSN: _____
Buyer 1: Single / Married / Divorced / Widowed / Widower _____
Buyer 2: Single / Married / Divorced / Widowed / Widower _____
- ☐ New Lender: _____ Contact: _____
Address: _____
Phone #: _____ Fax #: _____ Email: _____
- ☐ Real Estate Broker/Agent Information:
Agency Name: _____ Agent Name: _____
Phone #: _____ Fax #: _____ Email: _____
Commission: _____ % Transaction/Processing Fee: \$ _____
- ☐ How are the buyers taking title? _____

SELLER(S):

- ☐ Full Names (first, middle and last, A.K.A.):
Seller(s): _____
Address: _____

Seller 1 Cell #: _____ Email: _____
Seller 2: Cell #: _____ Email: _____
- ☐ Marital Status (please circle): ☐ SSN: _____
Buyer 1: Single / Married / Divorced / Widowed / Widower _____
Buyer 2: Single / Married / Divorced / Widowed / Widower _____
- ☐ Real Estate Broker/Agent Information:
Agency Name: _____ Agent Name: _____
Phone #: _____ Fax #: _____
Commission: _____ % Transaction/Processing Fee: \$ _____
- ☐ Seller's Attorney Information, if applicable:
Firm Name: _____ Contact: _____
Phone #: _____ Fax #: _____ Email: _____
- ☐ HOA/Condo Association: _____ Contact: _____
Phone #: _____ Fax #: _____

CONTACT INFORMATION

PROPERTY ADDRESS: _____

SELLER(S):

- ☐ Full Names (first, middle and last, A.K.A.):
Seller(s): _____
Address: _____

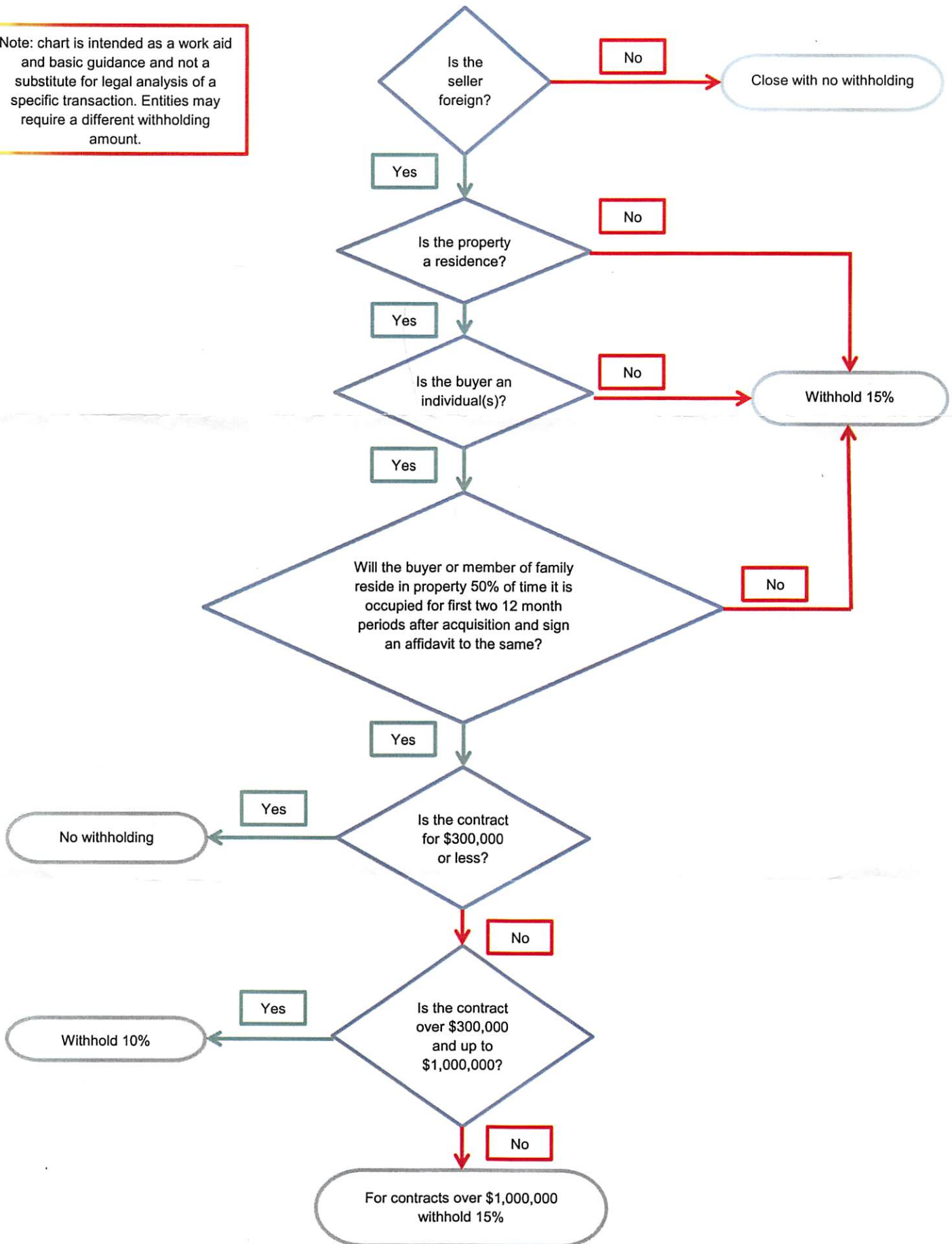
Seller 1 Cell #: _____ Email: _____
Seller 2: Cell #: _____ Email: _____
- ☐ Marital Status (please circle): ☐ SSN:
Buyer 1: Single / Married / Divorced / Widowed / Widower _____ - _____ - _____
Buyer 2: Single / Married / Divorced / Widowed / Widower _____ - _____ - _____
- ☐ Real Estate Broker/Agent Information:
Agency Name: _____ Agent Name: _____
Phone #: _____ Fax #: _____
Commission: _____% Transaction/Processing Fee: \$ _____
- ☐ HOA/Condo Association: _____ Contact: _____
Phone #: _____ Fax #: _____

BUYER(S):

- ☐ Full Names (first, middle and last, A.K.A.):
Buyer(s): _____
Address: _____

Buyer 1 Cell #: _____ Email: _____
Buyer 2: Cell #: _____ Email: _____
- ☐ Marital Status (please circle): ☐ SSN:
Buyer 1: Single / Married / Divorced / Widowed / Widower _____ - _____ - _____
Buyer 2: Single / Married / Divorced / Widowed / Widower _____ - _____ - _____
- ☐ Closing Agent Information:
Firm Name: _____ Contact: _____
Phone #: _____ Fax #: _____ Email: _____
- ☐ Real Estate Broker/Agent Information:
Agency Name: _____ Agent Name: _____
Phone #: _____ Fax #: _____ Email: _____
Commission: _____% Transaction/Processing Fee: \$ _____
- ☐ How are the buyers taking title? _____

Note: chart is intended as a work aid and basic guidance and not a substitute for legal analysis of a specific transaction. Entities may require a different withholding amount.



Prepared by and return to:
Hermione Granger
Attorney at Law
Hogwarts Title Company
9 Platform Express
London, FL 99999

File Number: **NOVA Sample**
Will Call No.:

_____ [Space Above This Line For Recording Data] _____

Warranty Deed

This Warranty Deed made this **21st** day of **August, 2017** between **Vernon Dursley and Petunia Dursley, husband and wife** whose post office address is **5 Privet Drive, Surrey, FL 77777**, grantor, and **Harry James Potter, a single man** whose post office address is **4 Privet Drive, Surrey, FL 77777**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Little Whinging County, Florida** to-wit:

Lot 4, Block 7, THE CUPBOARD UNDER THE STAIRS ADDITION, in City of Surrey, Little Whinging County, Florida, recorded in Volume 44, Page 77, of the Public Records of Little Whinging County, Florida.

Parcel Identification Number: 444-77-474747

Subject to taxes for 2017 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2016**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: _____

Vernon Dursley (Seal)

Witness Name: _____

Petunia Dursley (Seal)

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 21st day of August, 2017 by Vernon Dursley and Petunia Dursley, who ☐ are personally known or ☒ have produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

Florida Insurance Premium Disclosure & Settlement Agent Certification

Agency File#: NOVA Sample

Closing Date: August 21, 2017

You are being given this form and certification to explain differences between Federal and Florida law. Federal law requires the costs of the policies to be calculated using the full premium for the lender policy. Florida law allows the premium for the lender's policy to be calculated using a lower rate when purchased along with an owner's policy.

If both an owner's policy and a lender's policy are being purchased, the title insurance premiums on this form might differ from the premiums on the Closing Disclosure. The owner's policy premium listed on the Closing Disclosure will probably be lower than on this form, and the lender policy premium will probably be higher.

The chart below lists the amounts disclosed by the lender and the premium for the policies being purchased. These amounts include the charges for endorsements to the policies:

		Closing Disclosure Amount		Florida Premium	
		Buyer	Seller	Buyer	Seller
(a)	Lender's Policy:	\$1,049.90	\$0.00	\$25.00	\$0.00
(b)	Lender's Endorsements:	\$0.00	\$0.00	\$153.75	\$0.00
(c)	Lender's Policy Total:	\$1,049.90	\$0.00	\$178.75	\$0.00
(d)	Owner's Policy:	\$0.00	\$141.35	\$0.00	\$1,012.50
(e)	Owner's Endorsements:	\$0.00	\$0.00	\$0.00	\$0.00
(f)	Owner's Policy Total:	\$0.00	\$141.35	\$0.00	\$1,012.50
Total All Policies (c + f):		\$1,191.25		\$1,191.25	

The total dollar amount for the policies as disclosed on this form should be equal to the total premium calculated using the Florida Insurance Code. The Florida Premium amounts listed above will be used to disburse the funds from the title agency's escrow account to Old Republic National Title Insurance Company and Hogwarts Title Company.

The undersigned hereby certify that they have carefully reviewed the Closing Disclosure or other settlement statement form and they approve and agree to the payment of all fees, costs, expenses and disbursement as reflected on the Closing Disclosure or other settlement statement form to be paid on their behalf. We further certify that we have received a copy of the Closing Disclosure or other settlement statement.

Vernon Dursley

Petunia Dursley

Harry James Potter

Settlement Agent Certification	
<p>I have reviewed the Closing Disclosure, the settlement statement, the lender's closing instructions and any and all other forms relative to the escrow funds, including any disclosure of the Florida title insurance premiums being paid, and I agree to disburse the escrow funds in accordance with the terms of this transaction and Florida law.</p>	
<p>_____ Settlement Agent Signature</p>	<p>_____ Date Signed</p>
<p>_____ Settlement Agent Name Hogwarts Title Company</p>	<p>_____ Florida License Number</p>
<p>_____ Title Agency Holding Funds</p>	<p>_____ Florida License Number</p>

Old Republic National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule A

Transaction Identification Data for reference only:

Commitment Number: NOVA Sample	Revision Number: None	Issuing Office File Number: NOVA Sample	Issuing Office: None
Property Address: 4 Privet Drive, Surrey, FL 77777	Loan ID Number: 1234567890	ALTA Universal ID: None	Issuing Agent: Hogwarts Title Company

1. Commitment Date: July 21, 2017 @ 11:00 PM
2. Policy to be issued: Proposed Policy Amount:

OWNER'S: ALTA Owner's Policy (6/17/06) (With Florida Modifications) \$187,500.00

Proposed Insured: Harry James Potter, a single man

MORTGAGEE: ALTA Loan Policy (6/17/06) (With Florida Modifications) \$166,800.00

Proposed Insured: Dianes Company, FSB, ISAOA/ATIMA
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple. (Identify estate covered, i.e., fee, leasehold, etc.)
4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Vernon Dursley and Petunia Dursley, husband and wife
5. The Land is described as follows:

Lot 4, Block 7, THE CUPBOARD UNDER THE STAIRS ADDITION, in City of Surrey, Little Whinging County, Florida, recorded in Volume 44, Page 77, of the Public Records of Little Whinging County, Florida.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

AUTHORIZED SIGNATORY

Hermione Granger
Attorney at Law

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Old Republic National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-I

Issuing Office File Number: NOVA Sample

Requirements

All of the following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Warranty Deed from Vernon Dursley and Petunia Dursley, husband and wife, to Harry James Potter, a single man.
 - B. Mortgage from Harry James Potter, a single man, to Dianes Company, FSB, ISAOA/ATIMA in the amount of \$166,800.00.
5. Affidavit to be executed by Vernon Dursley and Petunia Dursley stating: 1) There are no matters pending against the affiant that could give rise to a lien that would attach to the property between July 21, 2017 and the recording of the interest to be insured; 2) That the affiant(s) have not and will not execute any instruments that would adversely affect the interest to be insured.
6. Closing funds are to be disbursed by or at the direction of the title agent identified at the bottom of Schedule A.
7. Title agent is to record the insured instruments as soon as possible after closing.
8. A search commencing with the effective date of this commitment must be performed at or shortly prior to the closing of this transaction. If this search reveals a title defect or other objectionable matters, an endorsement will be issued requiring that this defect or objection be cleared on or before closing.
9. Record affidavit establishing that the marriage of Vernon Dursley and Petunia Dursley has been continuous and uninterrupted from a time prior to their acquisition of title to the subject property on January 25, 2005 through the present time.
10. Record affidavit of Vernon Dursley containing the legal description of the real property to be insured and sufficiently establishing that the affiant is not the same person named as a defendant in the judgment(s) recorded under the following Official Record(s): 12345/987; and 98765/654.
11. Affidavit from the owner of the subject property, or some other person having actual knowledge, establishing that no person other than the owner is in possession.
12. Determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F.S., or county ordinance.
13. A survey meeting the Company's requirements and an affidavit of the owner, or other person with actual knowledge, establishing that there are no unrecorded easements or claims of easements in existence, must be furnished. If the survey reveals any encroachments, encumbrances, violations, variations, or other adverse circumstances, including but not limited to easements, they will appear as exceptions in the policy to be issued based upon this commitment.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Old Republic National Title Insurance Company
AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
Schedule B-I (Continued)

Issuing Office File Number: NOVA Sample

14. Proof of payment of taxes for the year 2016 must be furnished, and any tax certificates issued with respect thereto must be canceled by the clerk of court. [2016 TAXES WERE PAID ON NOVEMBER 23, 2016 IN THE AMOUNT OF \$5,436.21]

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Old Republic National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-II

Issuing Office File Number: NOVA Sample

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
2.
 - a. General or special taxes and assessments required to be paid in the year 2017 and subsequent years.
 - b. Rights or claims of parties in possession not recorded in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements or claims of easements not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. Dedications, reservations and easements as shown on the Plat of THE CUPBOARD UNDER THE STAIRS, recorded in Plat Book 110, Page 29, of the Public Records of Broward County, Florida.
5. Agreement recorded in Official Records Book 9688, Page 705, of the Public Records of Broward County, Florida.
6. Neighborhood Covenants recorded in Official Records Book 13091, Page 438; Amendment thereto recorded in O.R. Book 13137, Page 101; O.R. Book 13310, Page 101; O.R. Book 13310, Page 171; O.R. Book 13954, Page 965; O.R. Book 16103, Page 53 and O.R. Book 16389, Page 566, all of the Public Records of Broward County, Florida.
7. Declaration of Restrictive Covenants recorded in O.R. Book 13352, Page 145, of the Public Records of Broward County, Florida.
8. Village Covenants recorded in Official Records Book 12666, Page 530; Amendments thereto recorded in O.R. Book 13047, Page 77; O.R. Book 13137, Page 103; O.R. Book 13954, Page 955; O.R. Book 13224, Page 903; O.R. Book 12546, Page 921; O.R. Book 16103, Page 56; O.R. Book 13091, Page 436; O.R. Book 13310, Page 166 and O.R. Book 13224, Page 900, all of the Public Records of Broward County, Florida.

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Old Republic National Title Insurance Company
AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
Schedule B-II (Continued)

Issuing Office File Number: NOVA Sample

9. Terms, conditions and provisions of Amended and Restated Declaration of Town Foundation Covenants dated May 13, 1985, filed of record May 17, 1985, in O.R. Book 12546, at Page 921; Supplemental Declaration filed of record in O.R. Book 12794, at Page 857; Supplemental Declaration filed of record in O.R. Book 12892, at Page 661; Supplemental Declaration filed of record in O.R. Book 13047, at Page 68; Supplemental Declaration filed of record in O.R. Book 13064, at Page 293; Supplemental Declaration filed of record in O.R. Book 13091, at Page 436; Supplemental Declaration filed of record in O.R. Book 13224, at Page 900; Amendment to Amended and restated Declaration of Town Foundation Covenants filed of record in O.R. Book 13310, at Page 166; Amendment to Amended and restated Declaration of Town Foundation Covenants filed of record in O.R. Book 13324, at Page 40; Supplemental Declaration filed of record in O.R. Book 13474, at Page 23; Supplemental Declaration filed of record in O.R. Book 13698, at Page 661; Amendment to Amended and restated Declaration for Town Foundation filed of record in O.R. Book 13954, at Page 963; Supplemental Declaration filed of record in O.R. Book 14083, at Page 848; Supplemental Declaration filed of record in O.R. Book 14102, at Page 972; Supplemental Declaration filed of record in O.R. Book 14139, at Page 277; Supplemental Declaration filed of record in O.R. Book 14453, at Page 249; Amendment to Amended and Restated Declaration of Town Foundation Covenants filed of record in O.R. Book 14779, at Page 765; Supplemental Declaration and Amendment filed of record in O.R. Book 14779, at Page 767; Amendment and Supplemental Declaration filed of record in O.R. Book 14997, at Page 85; Supplemental Declaration filed of record in O.R. Book 15073, at Page 325; Supplemental Declaration filed of record in O.R. Book 15257, at Page 129; Amendment to Amended and restated Declaration of Town Foundation Covenants filed of record in O.R. Book 15314, at Page 395; Amendment Withdrawing Property filed of record in O.R. Book 15549, at Page 949; Supplemental Declaration filed of record in O.R. Book 15764, at Page 378; Supplemental Declaration filed of record in O.R. Book 15777, at Page 6; Amendment to Amended and Restated declaration of Town Foundation Covenants filed of record in O.R. Book 16103, at Page 41; Supplemental Declaration filed of record in O.R. Book 16248, at Page 3; Supplemental Declaration filed of record in O.R. Book 16309, at Page 506; Supplemental Declaration filed of record in O.R. Book 16342, at Page 67; Supplemental Declaration filed of record in O.R. Book 16389, at Page 563; Supplemental Amendment to Amended and Restated Declaration of Town Foundation Covenants filed of record in O.R. Book 16389, at Page 581; Supplemental declaration filed of record in O.R. Book 16416, at Page 143; Amendment Withdrawing Property filed of record in O.R. Book 16416, at Page 158; Supplemental Declaration filed of record in O.R. Book 16782, at Page 458; Supplemental Declaration filed of record in O.R. Book 16839, at Page 532; Supplemental Declaration filed of record in O.R. Book 16920, at Page 655; Supplemental Declaration filed of record in O.R. Book 16959, at Page 909; Supplemental Declaration filed of record in O.R. Book 17056, at Page 40; Supplemental Declaration filed of record in O.R. Book 17649, at Page 113; Supplemental declaration filed of record in O.R. Book 17750, at Page 318; Supplemental declaration filed of record in O.R. Book 17804, at Page 966; Supplemental Declaration filed of record in O.R. Book 18012, at Page 525; Supplemental declaration filed of record in O.R. Book 18274, at Page 400; Supplemental Declaration filed of record in O.R. Book 18323, at Page 608; Amendment to Amended and Restated Declaration of Town Foundation Covenants filed of record in O.R. Book 19110, at Page 298; Supplemental Declaration filed of record in O.R. Book 19299, at Page 944; Supplemental Declaration filed of record in O.R. Book 19369, at Page 444; Supplemental declaration filed of record in O.R. Book 20077, at Page 631; Supplemental Declaration filed of record in O.R. Book 21396, at Page 730; Consent of Mortgagee filed of record in O.R. Book 21673, at Page 634; Supplemental Declaration filed of record in O.R. Book 21396, at Page 736; Consent of Mortgagee filed of record in O.R. Book 21673, at Page 630; Supplemental Declaration filed of record in O.R. Book 21513, at Page 960; Consent of Mortgagee filed of record in O.R. Book 2673, at Page 622; Supplemental Declaration filed of record in O.R. Book 21514, at Page 1; Consent of Mortgagee filed in O.R. Book 21673, at Page 618; Supplemental declaration filed of record in O.R. Book 22793, at Page 789; Supplemental Declaration filed of record in O.R. Book 23073, at Page 449; Supplemental Declaration filed of record in O.R. Book 23207, at Page 658; Supplemental Declaration and Amendment filed of record in O.R. Book 23774, at Page 678; Amendment to Amended and Restated Declaration of Town Foundation filed of record in O.R. Book 23928, at Page 188; Supplemental Declaration filed of record in O.R. Book 24095, at Page 116; Supplemental Declaration and Amendment filed of record in O.R. Book 24118, at

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Old Republic National Title Insurance Company
AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
Schedule B-II (Continued)

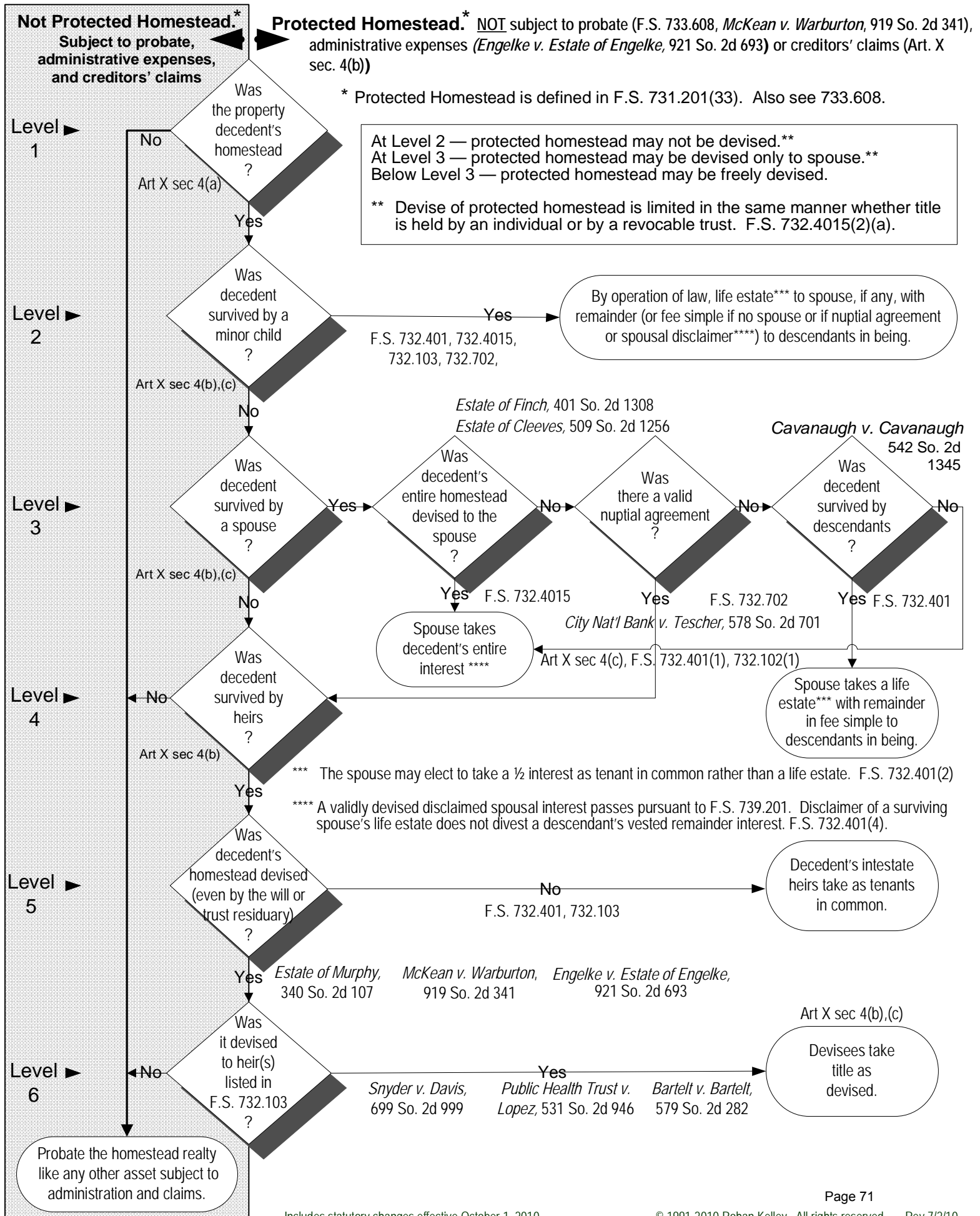
Issuing Office File Number: NOVA Sample

Page 854; Supplemental Declaration filed of record in O.R. Book 24127, at Page 703; Supplemental Declaration filed of record in O.R. Book 24217, at Page 448; Supplemental Declaration filed of record in O.R. Book 24243, at Page 408; Supplemental Declaration and Amendment filed of record in O.R. Book 24320, at Page 289; Supplemental Declaration and Amendment filed of record in O.R. Book 24368, at Page 452; Supplemental Declaration filed of record in O.R. Book 24413, at Page 75; Supplemental declaration and Amendment filed of record in O.R. Book 24825, at Page 108; Supplemental Declaration filed of record in O.R. Book 25020, at Page 208; Supplemental Declaration filed of record in O.R. Book 25091, at Page 175; Amendment filed of record in O.R. Book 25466, at Page 252; in O.R. Book 25566, at Page 146; in O.R. Book 25547, at Page 16; in O.R. Book 25566, at Page 146; in O.R. Book 25637, at Page 801; in O.R. Book 25823, at Page 307; in O.R. Book 25847, at Page 817; in O.R. Book 26097, at Page 979; in O.R. Book 26097, at Page 992; in O.R. Book 26571, at Page 417; in O.R. Book 26894, at Page 86; in O.R. Book 27144, at Page 496; in O.R. Book 27438, at Page 908; in O.R. Book 28432, at Page 273; in O.R. Book 28636, at Page 637; in O.R. Book 28463, at Page 424; in O.R. Book 28163, at Page 433; in O.R. Book 28497, at Page 1; in O.R. Book 28639, at Page 541; in O.R. Book 28639, at Page 597; in O.R. Book 28946, at Page 1332; in O.R. Book 29278, at Page 1124; in O.R. Book 29343, at Page 675; in O.R. Book 29356, at Page 1603; in O.R. Book 29356, at Page 1736; in O.R. Book 29602, at Page 624; in O.R. Book 29857, at Page 52; in O.R. Book 30052, at Page 1728; in O.R. Book 30106, at Page 1996; O.R. Book 30140, at Page 1824; in O.R. Book 30141, at Page 166; in O.R. Book 30217, at Page 44; in O.R. Book 30335, at Page 218; in O.R. Book 30336, at Page 1003; in O.R. Book 30355, at Page 227; in O.R. Book 30417, at Page 552; in O.R. Book 30457, at Page 269. These/This document(s) contain(s) provisions creating easements or liens for amounts of money or charges or assessments for various purposes or options to purchase, rights of first refusal or prior approval of a purchaser or lessee.

10. Notice of Adoption of Development Order Adopted Pursuant to Chapter 380.06, Florida Statutes dated December 15, 2000, recorded December 20, 2000, O.R. Book 31122, Page 0514, Public Records of Broward County, Florida.
11. Notice of Adoption of Development Order Adopted Pursuant to Chapter 380.06, Florida Statutes dated April 23, 2002, recorded May 6, 2002, O.R. Book 33094, Page 98, Public Records of Broward County, Florida.
12. Clerk's Certificate dated May 9, 2003, recorded June 4, 2003, O.R. Book 35306, Page 1333, Public Records of Broward County, Florida.
13. Certificate of Amendment to the Neighborhood Covenants for Country Isles Cove dated September 28, 2005, recorded December 7, 2005, O.R. Book 41033, Page 1569, Public Records of Broward County, Florida.
14. Certificate of Recording of Articles of Incorporation and by-laws of Country Isle Section One Maintenance Association, Inc. dated October 30, 2002, recorded December 10, 2002, O.R. Book 34221, Page 1275, Public Records of Broward County, Florida.
15. Ordinance No. 2002-61 recorded November 21, 2001, O.R. Book 34145, Page 1891, Public Records of Broward County, Florida.
16. Survey No. 02-4126 prepared by Thomas J. Kelly, Inc, dated August 14, 2002 indicates that a concrete walk encroaches 3.2' into right of way.
17. Subject to any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid services charges for services by any water, sewer or gas system serving the lands described herein.
18. This policy does not insure title to, or any interest in personal property.
19. The following endorsements will be issued with the mortgagee policy upon compliance with all underwriting requirements: ALTA 5.1-PUD; ALTA 8.1-Environmental; and FF9-Florida Form 9.

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Kelley's Homestead Paradigm



Knox's Basic Judgment Lien Paradigm (updated 2008)

The Basic Judgment Lien Paradigm is an effort to organize the various changes to Florida judgment lien law since 1987. The inspiration was Rohan Kelley's use of a paradigm to organize and simplify Florida homestead law.

Like the homestead paradigm, the sheet is divided into two parts. If the answers to the questions leave you on the left hand side of the page, then the judgment is still a lien. If the answers carry you to the right hand margin at any point, then the judgment is not a lien. However, note **this paradigm does not address title insurance gap issues presented by judgments that are not perfected as liens**, nor any subsequent recordings of judgments that may create a perfected lien which must be run through the paradigm pursuant to the WARNING contained on the right hand side of the paradigm and the WARNING below.

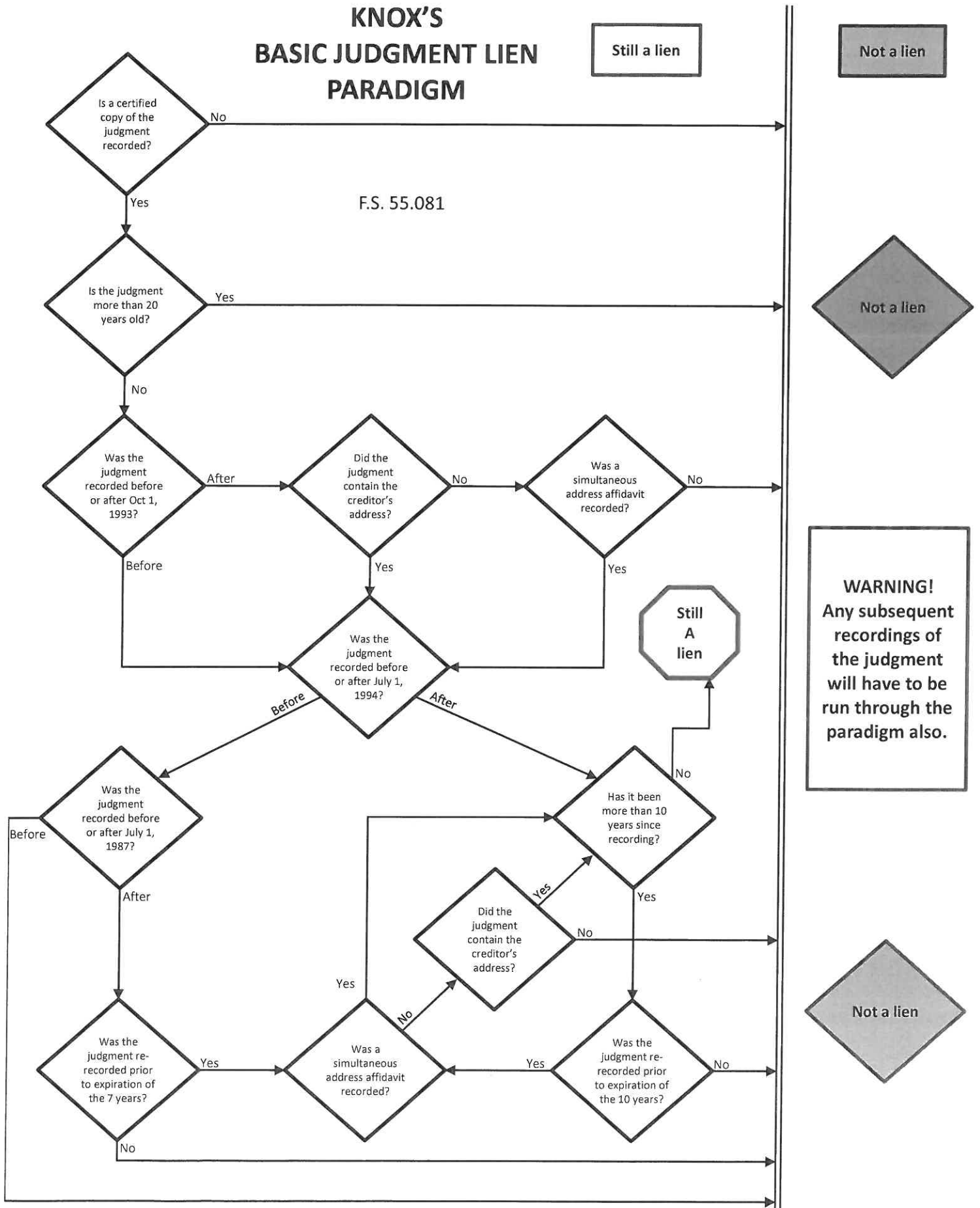
The basic paradigm is based on the following assumptions:

- 1) It deals only with case law as it exists on January 1, 2008. The user must stay current on statutory and case law changes.
- 2) It deals solely with Florida judgments. No effort has been made to factor in the various domestication processes for judgments of other jurisdictions.
- 3) It assumes that the debtor owns non-exempt real property that is subject to levy, i. e. the basic paradigm does not address issues of homestead, entireties, bankruptcy, etc.
- 4) The word "After" in the paradigm means "on or after". Because the recording of a certified copy is an absolute requirement for a judgment lien, where the words "recorded", "recording", or "re-recorded" are used in connection with a judgment, it means a certified copy.

WARNING: Each recording of a judgment must be reviewed independently to determine if a lien has been created. Just because the initial recording of a judgment contains a defect that prevents it from being a lien does not preclude a later recording that complies with the requirements to create a lien. *Hott Interiors, Inc. v. Fostock*, 721 So. 2d 1236 (Fla 4th DCA 1998) (where a judgment lacks creditor's address, lien is created with recording of a simultaneous address affidavit). In addition, any judgment that has been re-recorded after the initial 7 or 10 year expiration but prior to the expiration of 20 years from the initial recording, should be treated as a new judgment that must be run through the paradigm as of the date of its subsequent recording. *Franklin Financial v. White*, 932 So. 2d 434 (Fla. 4th DCA 2006).

KNOX'S BASIC JUDGMENT LIEN PARADIGM

F.S. 55.081



WARNING!
Any subsequent recordings of the judgment will have to be run through the paradigm also.

CLEAR CHOICE
TAX & LIEN SERVICE



Clear Choice Tax & Lien Service

7501 Wiles Road, Suite 206
Coral Springs, Florida 33067

Jason Talley
President

Telephone: 954-597-7141
Fax: 954-597-7253

Date: **7/3/2017**

Billed To: I

Invoice:

ATTN: **Jacqueline**

Email: **jacqueline@kgrhlaw.com**

File Number:

Our Order Number: **2017-67560**

Owner:

Address: , **WESTON Florida**

Folio:

ORDER TYPE: Lien Search Only

COST BREAKDOWN FOR INVOICE 6:			
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Lien Search	\$260.00	\$260.00
TOTAL DUE THIS INVOICE:			\$260.00

SUMMARY OF INVOICES FOR THIS PROPERTY AS OF 7/3/2017						
Invoice #	Invoice Date	Type	Total \$	Status	Paid/Applied	Unpaid Balance
	7/3/2017	Lien	\$260.00	Open	0	\$260.00
		Sub Total	\$260.00			
Total All Invoices:			\$260.00	Total Open Invoices:		\$260.00

The preceding is a summary of our findings for the unrecorded lien search at the above requested property. Please review all enclosed documents and forward any questions to our office. Properties annexed prior to 5 years will be searched at current municipality. Zoning letters and tangible tax searches are done upon request only. Fees may be due to resolve issues mentioned, and balances may not be correct on day of closing. All information obtained from the Municipalities is believed to be true and correct but not warranted.

This invoice is due at time of closing. Please contact our office should the closing date change.

Contract Closing: **7/19/2017**

INVOICE REPORT

7501 WILES ROAD SUITE 206 CORAL SPRINGS, FL 33067 -- liensearch@taxandlien.com

DATE: 7/3/2017

CLIENT ID:

Page 1 / 1

INVOICE:

ATTN: Jacqueline

FILE#:

PROPERTY INFORMATION

Address Given:

Folio:

Owner(s):

City/County: WESTON / BROWARD FL

Buyer(s):

Lien Search Only

☐ **PROPERTY TAXES OWED**

Real Estate Taxes: None due at this time.

Contact: BROWARD COUNTY TAX COLLECTOR

☐ **MUNICIPAL LIENS/ASSESSMENTS**

None found at this time

☒ **UTILITY DEPARTMENT BALANCES**

Balance: **\$118.22+**

Service(s): Water/Sewer

As of: 6/29/2017

Ledger Not Requested Per Client

This service provider has the ability to lien against unpaid bills.

Contact: CITY OF SUNRISE UTILITIES

Garbage Included on the Tax Bill.

☐ **CODE ENFORCEMENT VIOLATIONS/LIENS**

None found at this time

☒ **PERMIT ISSUES**

14-72: Open Permit

Contact: CITY OF WESTON BUILDING DEPARTMENT

Open issues exist. Please see divider page for additional information.

ADDITIONAL COMMENTS:

Please note the above/attached balance(s) is/are not a final payoff.

This report includes the results of an examination of records made public by the county/city authorities. We are not responsible for errors or omissions made by the city/county on information received in this report. This report is specific to pending and/or unrecorded liens for the subject property only and does not constitute a title search. Should the title company wish to receive a payoff on any liens found resulting from a title abstract, please advise our office in writing to request the payoff.

Invoiced By: Suzanna

CONTACT INFORMATION FOR INVOICE 712706

BROWARD COUNTY ANNEXATION

BROWARD COUNTY TAX COLLECTOR

115 S ANDREWS AVE, ROOM A100
FT LAUDERDALE, FL 33301
954-831-4000

CITY OF SUNRISE UTILITIES

10770 W OAKLAND PARK BLVD
SUNRISE, FL 33351
954-746-3232 x1 x0

CITY OF WESTON CITY CLERK

17200 ROYAL PALM BLVD
WESTON, FL 33326
954-385-2000

BROWARD COUNTY BUILDING DEPARTMENT

1 N UNIVERSITY DR, BLDG B
PLANTATION, FL 33324
954-765-4400 x 9861 or x9813 Lisa

CITY OF WESTON CODE ENFORCEMENT

17200 ROYAL PALM BLVD
WESTON, FL 33326
954-385-0500

BROWARD COUNTY COMMUNITY CODE

1 N UNIVERSITY DR, BLDG B
PLANTATION, FL 33324
954-765-4400 (DIANE X9861) (GORDON X 9371)

BROWARD COUNTY BUILDING DEPARTMENT

1 N UNIVERSITY DR, BLDG B
PLANTATION, FL 33324
954-765-4400 x 9861 or x9813 Lisa

CITY OF WESTON BUILDING DEPARTMENT

3265 MERIDIAN PKWY, SUITE 100
WESTON, FL 33326
954-385-0500

This report includes the results of an examination of records made public by the county/city authorities at the above requested property. This report is specific to pending and/or unrecorded liens for the subject property only and does not constitute a title search. Properties annexed prior to 10 years will be searched at the current municipality. Zoning letters and tangible tax searches are done upon request only. We are not responsible for errors or omissions made by the city/county and all information obtained from the city/county is believed to be true and correct but not warranted. Please review all enclosed documents and forward any questions to our office.

CLEAR CHOICE



TAX & LIEN SERVICE

Excellence in Municipal Lien Searches

Tax

TAXES

BROWARD COUNTY TAX COLLECTOR 115 S ANDREWS AVE, ROOM A100

FT LAUDERDALE FL 33301

954-831-4000



ATTENTION TAXPAYERS: Please be advised of the NON-REFUNDABLE processing fees for all online credit or debit card transactions. Credit and Debit card transactions will be charged 2.55% of the full payment amount (\$1.95 minimum fee). You will be shown and asked to approve the amount of any convenience fee before completing your payment and check-out process. There is NO FEE for making payment by the eCheck payment option.

Delinquent Tax Payments can now be paid online. If a Tax Certificate has been issued: only Credit Card payments can be accepted online. The eCheck and Debit Card payment methods will not be available when you select "Pay this Bill."

If making a payment for 2017 Installment Plan, or Local Business Tax: all online payment methods are available (eCheck, Debit, and Credit Card).

If mailing a payment for Delinquent Taxes: only Certified Checks or Money Orders can be accepted at this time. Personal checks for delinquent tax payments will be rejected and returned.

Bill History — Real Estate Account At 2

[Print this page](#)

Real Estate Account #:

[Parcel details](#)

[Latest bill](#)

[Full bill history](#)

Amounts as of 06/28/2017

Bill	Balance				
2016 Annual Bill	\$0.00	02/17/2017	Paid \$80,094.29 Receipt #WWW-16-00104699		Print (PDF)
2015 Annual Bill	\$0.00	11/04/2015	Paid \$20,913.85 Receipt #WWW-15-00008358		Print (PDF)
2014 Annual Bill	\$0.00	11/04/2014	Paid \$17,179.76 Receipt #WWW-14-00005108		Print (PDF)
2013 Annual Bill	\$0.00	11/13/2013	Paid \$17,033.47 Receipt #05C-13-00004570		Print (PDF)
		Effective 11/12/2013			
2012 Annual Bill	\$0.00	11/16/2012	Paid \$7,010.96 Receipt #LBX-12-00017120		Print (PDF)
		Effective 11/15/2012			
2008 Annual Bill	\$0.00	03/31/2010	Paid \$27,036.08 Receipt #52B-09-00004847		Print (PDF)
2007 Annual Bill	\$0.00	12/26/2007	Paid \$21,935.86 Receipt #2007-7485714		Print (PDF)
		Effective 12/01/2007			
2006 Annual Bill	\$0.00	05/17/2007	Paid \$19,219.20 Receipt #2006-3014326		Print (PDF)
		Effective 05/16/2007			
2005 Annual Bill	\$0.00	05/28/2006	Paid \$20,328.87 Receipt #2005-1016827		Print (PDF)
2004 Annual Bill	\$0.00	08/31/2005	Paid \$17,149.37 Receipt #2004-1108001		Print (PDF)
		Effective 08/30/2005			
Redeemed certificate #379	Face \$16,326.78 Rate 0.25%	09/08/2005	Certificate redeemed		
		06/01/2005	Certificate issued		
		05/01/2005	Advertisement file created		
2003 Annual Bill	\$0.00	06/30/2004	Paid \$10,840.89 Receipt #2003-1105272		Print (PDF)
		Effective 06/29/2004			
Redeemed certificate #432	Face \$10,318.70 Rate 0.25%	06/30/2004	Certificate redeemed		
		06/01/2004	Certificate issued		
		05/01/2004	Advertisement file created		
2002 Annual Bill	\$0.00	08/01/2003	Paid \$10,599.03 Receipt #2002-1602837		Print (PDF)
		Effective 07/31/2003			
Redeemed certificate #412	Face \$10,088.36 Rate 1.75%	08/13/2003	Certificate redeemed		
		06/01/2003	Certificate issued		
		05/01/2003	Advertisement file created		
Total Balance	\$0.00				



ATTENTION TAXPAYERS: Please be advised of the NON-REFUNDABLE processing fees for all online credit or debit card transactions. Credit and Debit card transactions will be charged 2.55% of the full payment amount (\$1.95 minimum fee). You will be shown and asked to approve the amount of any convenience fee before completing your payment and check-out process. There is NO FEE for making payment by the eCheck payment option.

Delinquent Tax Payments can now be paid online. If a Tax Certificate has been issued: only Credit Card payments can be accepted online. The eCheck and Debit Card payment methods will not be available when you select "Pay this Bill."

If making a payment for 2017 Installment Plan, or Local Business Tax: all online payment methods are available (eCheck, Debit, and Credit Card).

If mailing a payment for Delinquent Taxes: only Certified Checks or Money Orders can be accepted at this time. Personal checks for delinquent tax payments will be rejected and returned.

2016 Roll Details — Real Estate Account At

[Print this page](#)
[Real Estate Account](#)
[Parcel details](#)
[Latest bill](#)
[Full bill history](#)
2016
2015
2014
2013
...
2002
PAID
PAID
PAID
PAID
PAID

PAID 2017-02-17
\$60,094.29
Receipt #WWW-16-
00104899
[Print Receipt](#)

Owner:

27
WESTON, FL 33331

Situs: 27

Account number:
Alternate Key: 421711

Millage code: 3312

Millage rate: 17.16240

Assessed value: 3,355,140

School assessed value: 3,355,140

GIS - Property Appraiser
2016 Annual bill
[View](#)
Ad valorem: \$57,582.24

Non-ad valorem: \$3,119.06

Total Discountable: 60701.30

No Discount NAVA: 0.00

Total tax:
Legal description
Location
Book, page, Item: --

Property class: 1
Township: 50
Range: 40
Section: 20
Use code: 01



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ATTENTION TAXPAYERS: Please be advised of the NON-REFUNDABLE processing fees for all online credit or debit card transactions. Credit and Debit card transactions will be charged 2.55% of the full payment amount (\$1.95 minimum fee). You will be shown and asked to approve the amount of any convenience fee before completing your payment and check-out process. There is NO FEE for making payment by the eCheck payment option.

Delinquent Tax Payments can now be paid online. If a Tax Certificate has been issued: only Credit Card payments can be accepted online. The eCheck and Debit Card payment methods will not be available when you select "Pay this Bill."

If making a payment for 2017 Installment Plan, or Local Business Tax: all online payment methods are available (eCheck, Debit, and Credit Card).

If mailing a payment for Delinquent Taxes: only Certified Checks or Money Orders can be accepted at this time. Personal checks for delinquent tax payments will be rejected and returned.

Real Estate Account At

Real Estate Account

Parcel details

Latest bill

Full bill history

2016

PAID

2015

PAID

2014

PAID

2013

PAID

...

2002

PAID

Real Estate 2016 Annual Bill

Print this bill (PDF)

Broward County Records, Taxes & Treasury Div. Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

Account number	Alternate key	Escrow code	Millage code
504020-01-2150	421711	—	3312

PAID 2017-02-17

\$60,094.29

Receipt #WWW-16-

00104699

Print Receipt

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT.

Owner

Address

Legal description
WI

Ad Valorem Taxes

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
BROWARD COUNTY COMMISSION					
COUNTYWIDE SERVICES	5.44740	3,355,140	0	3,355,140	\$18,276.79
VOTED DEBT	0.22160	3,355,140	0	3,355,140	\$743.50
BROWARD CO SCHOOL BOARD					
GENERAL FUND	5.33600	3,355,140	0	3,355,140	\$17,903.02
CAPITAL OUTLAY	1.50000	3,355,140	0	3,355,140	\$5,032.71
VOTER APPROVED DEBT LEVY	0.07030	3,355,140	0	3,355,140	\$235.87
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.04710	3,355,140	0	3,355,140	\$158.03
OKEECHOBEE BASIN	0.14770	3,355,140	0	3,355,140	\$495.55
SFWM DISTRICT	0.13590	3,355,140	0	3,355,140	\$455.98
NORTH BROWARD HOSPITAL	1.34620	3,355,140	0	3,355,140	\$4,516.69
CHILDREN'S SVCS COUNCIL OF BC	0.48820	3,355,140	0	3,355,140	\$1,637.98
CITY OF WESTON	2.39000	3,355,140	0	3,355,140	\$8,018.78
FL INLAND NAVIGATION	0.03200	3,355,140	0	3,355,140	\$107.36
Total	17.16240				\$57,582.24

Non-Ad Valorem Assessments

Levying authority	Rate	Amount
WESTON FIRE PROTECTION ASSMT		\$426.90
WESTON SOLID WASTE ASSESSMENT	@ 179.6100	\$179.61
INDIAN TRACE EB	@ 1590.2200	\$2,512.55
Total		\$3,119.06

Combined taxes and assessments: \$60,701.30

If paid by: Feb 28, 2017
Please pay: \$0.00

PAID 2017-02-17

\$80,094.29

Receipt #WWW-

16-00104699

Print Receipt 



BROWARD COUNTY

2016 Paid Real Estate

Folio: 421711

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

Property ID Number	Escrow Code	Assessed Value	Exemptions	Taxable Value	Millage Code
		See Below	See Below	See Below	3312

PAYMENTS MUST BE MADE IN US FUNDS AND
DRAWN ON US BANK ACCOUNT.

WWW-16-00104699
Paid By Lucar Holdings LLC

AD VALOREM TAXES					
Taxing Authority	Millage	Assessed Val	Exemptions	Taxable Val	Taxes Levied
BROWARD COUNTY COMMISSION	5.44740	3,355,140	0	3,355,140	18,276.79
COUNTYWIDE SERVICES	0.22160	3,355,140	0	3,355,140	743.50
VOTED DEBT					
BROWARD CO SCHOOL BOARD					
GENERAL FUND	5.33600	3,355,140	0	3,355,140	17,903.02
CAPITAL OUTLAY	1.50000	3,355,140	0	3,355,140	5,032.71
VOTER APPROVED DEBT LEVY	0.07030	3,355,140	0	3,355,140	235.87
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.04710	3,355,140	0	3,355,140	158.03
OKEECHOBEE BASIN	0.14770	3,355,140	0	3,355,140	495.55
SFWM DISTRICT	0.13590	3,355,140	0	3,355,140	455.96
NORTH BROWARD HOSPITAL	1.34620	3,355,140	0	3,355,140	4,516.69
CHILDREN'S SVCS COUNCIL OF BC	0.48820	3,355,140	0	3,355,140	1,637.98
CITY OF WESTON	2.39000	3,355,140	0	3,355,140	8,018.78
FL INLAND NAVIGATION	0.03200	3,355,140	0	3,355,140	107.36
Total Millage:		17.16240	Ad Valorem Taxes:		\$57,582.24
NON - AD VALOREM TAXES					
Levying Authority	Rate			Amount	
33 WESTON FIRE PROTECTION ASSMT				426.90	
33 WESTON SOLID WASTE ASSESSMENT	@ 179.6100			179.61	
EB INDIAN TRACE EB	@ 1590.2200			2,512.55	
Non - Ad Valorem Assessments:					\$3,119.06
Combined Taxes and Assessments:					\$60,701.30
If Postmarked By	Feb 28, 2017				
Please Pay	\$0.00				

Paid 02/17/2017 Receipt #

BROWARD COUNTY

2016 Paid Real Estate

Folio: 421711

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

Paid 02/17/2017 Receipt #

WWW-16-00104699

\$60,094.29

Paid By

Make checks payable to:

BROWARD COUNTY TAX COLLECTOR
GOVERNMENTAL CENTER ANNEX
115 S. ANDREWS AVENUE, ROOM # A100
FORT LAUDERDALE, FL 33301-1895

Property ID Number
504020-01-2150

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT

If Postmarked By	Please Pay
Feb 28, 2017	\$0.00

Return with Payment

Please Pay Only One Amount

CLEAR CHOICE



TAX & LIEN SERVICE

Excellence In Municipal Lien Searches

Municipal / City

City

CITY OF WESTON CITY CLERK 17200 Royal Palm Blvd Weston FL 33326
954-385-2000

Other providers referred to on the above report/search:

Utilities

CITY OF WESTON UTILITIES 17200 ROYAL PALM BLVD WESTON FL 33326
954-385-2600

Code

CITY OF WESTON CODE ENFORCEMENT 17200 Royal Palm Blvd WESTON
FL 33326
954-385-0500

Permit

CITY OF WESTON BUILDING DEPARTMENT 3265 Meridian Pkwy, Suite 100
Weston FL 33326
954-385-0500

**CITY OF WESTON
ESTOPPEL REQUEST****WATER / SEWER UTILITY SERVICES**

The following is a breakdown of current charges on the account referenced below.

PROPERTY ADDRESS: _____

CUSTOMER NAME: _____

CUSTOMER ID # :

4

LOCATION ID # :

211114

ACTIVE ACCOUNT:

Y

Current Balance:

\$103.22

Pending Charges:

\$0.00

Closeout Charges:

\$15.00

Amount Due:

\$118.22

Meter Read Date:

6/22/17

- 1) Balances will not be calculated between METER READ DATES.
- 2) A NON ACTIVE account will not have a final bill until AT LEAST 30 days after account has been closed.
- 3) New account owners are responsible for any unpaid charges from prior accounts.

Prior bills for the REQUESTED account are provided below, for your convenience,
to estimate future charges.

Prior Bills:

\$103.22

Bill Dates:

6/28/2017\$111.315/26/2017\$103.224/27/2017

Prepared by:


Jessica Osorio

Date:

June 29, 2017

Please make checks payable to CITY OF SUNRISE and mail payments to:

City of Sunrise
10770 W Oakland Park Blvd.
Sunrise, FL 33351-6899



Memorandum

To: Habata Calzado, Administrative Assistant
From: Mike Miller, Zoning Official
Date: June 29, 2017
Re: Code Enforcement Search Request from June 28, 2017

In response to your request, a search for Code Enforcement Liens or violations has been done for the property(s) listed below. Amounts provided are for code lien(s) against the property and do not include any other liens or interests held by the City such as past due water, etc. The following information pertains to the property address:

1

Name: N/A
Business Name: N/A
Violation Address: N/A
Owners Address: N/A
Citation No.: N/A
Terms of Lien: N/A
Compliance Date: N/A
Fine Amount: N/A
Enforcement Costs: N/A
Date Lien Recorded: N/A

Interest Accrued thru date of this transmission: N/A

Total Amount due City of Weston: N/A

Liens Pending other than listed above: ☐ Yes ☒ No (copies available upon request)

Note: If compliance has not been met, we cannot calculate fine amount, interest or total amount. The information noted above addresses Code Enforcement violations/liens only.



Memorandum

To: Habata Calzado, Administrative Assistant
From: Mike Miller, Permit Administrator
Date: June 29, 2017
Re: Open Permit Search Request from June 28, 2017

In response to your request, a search for open/expired permits has been done for the property listed below. This search finds one (1) permit for the subject:

Address: [REDACTED]
Tax Id Number: [REDACTED]

Please bear in mind that prior to October 3, 2005 the City of Weston utilized the services of Broward County Building Code Services for the issuance of building permits. A search of their records should also be performed.

The following is transmitted for your review:

Building Permit Status for Permit # - 14-728

Copy of Building Permit Application for Permit # - 14-728

Permit Messages Notes and Inspection for - RESIDENTIAL DRAINAGE

The results shown are for open, expired or cancelled permits only.

CLEAR CHOICE



TAX & LIEN SERVICE

Excellence in Municipal Lien Searches

Code

2) COMMUNITY CODE- GORDON

BROWARD COUNTY COMMUNITY CODE 1 N UNIVERSITY DR, BLDG B
PLANTATION FL 33324
954-765-4400 (DIANE X9861) (GORDON X 9371)

BUILDING CODE AND PERMITS (CNTY)

BROWARD COUNTY BUILDING DEPARTMENT 1 N University Dr, Bldg B
Plantation FL 33324
954-765-4400 x 9861 or x9813 Lisa

Other providers referred to on the above report/search:

Permit

BROWARD COUNTY BUILDING DEPARTMENT 1 N University Dr, Bldg B
Plantation FL 33324
954-765-4400 x 9861 or x9813 Lisa

Zoning

BROWARD COUNTY ANNEXATION 115 S ANDREWS AVE ST 307 FL
954-357-6695



45-24

582522

JUN 28 2017
LCA

Planning and Development Management Division

CODE ENFORCEMENT SECTION

1 North University Drive • Mailbox 102 • Plantation, Florida 33324 • 954-357-9794 • FAX 954-765-4948

EMAIL ZoningCodeLienSearchRequest@broward.org**PDMD / CES Lien Search Request**Please Note: this form is not for building/permitting, utilities, or contractor lien search use.

Requestor Information	
Date	6/27/2017
Clear Choice Tax and Lien	
7501 WILES ROAD SUITE 206 CORAL SPRINGS, FL 33067	
PHONE	954-597-7141 FAX
EMAIL	liensearch@taxandlien.com
Requested By	
Lisa Calduch	
Folio Information	
Folio No.	
Property Owner Name	
House No. and Street Location (Use for Vacant Land)	
Municipal Jurisdiction (Use for Vacant Land)	
WESTON	

For Cashier Validation ONLY

Broward County	
Board	County Comm. Meetings
Environ.	& Bldg.
Date:	6/29/2017 10 PM
Cashier:	need
Batch No:	2744
Rept No:	001
Payment:	* 100
3040	Searches
MC 07	

FOR CES STAMP ONLY**Fees:**

7-10 business day return.....\$30

2-3 business day return ("RUSH")... \$60

Payment must be made at time of request: (Credit Card, MO or Check)

Make checks & MO's payable to:

Broward County Board of Commissioners

Completed searches will be processed and delivered via email if supplied.

AS OF JUL 03 2017 OUR RECORDS INDICATE THAT THERE ARE **NO** OPEN NOTICES OF NON-COMPLIANCE; **NO** OPEN LAND CLEARANCE VIOLATIONS OR LIENS; OR LIENS FOR ZONING, JUNK PROPERTY OR CITATIONS; AND **NO** SPECIAL ASSESSMENT LIENS ON THE HEREIN REFERENCED FOLIO AND SUBJECT PROPERTY.

PDMD, CODE ENFORCEMENT SECTION:BY Gordon Miller

(THE INFORMATION PROVIDED HEREIN APPLIES EXCLUSIVELY TO THE RECORDS OF THE PDMD, CODE ENFORCEMENT SECTION AND IS RELATED TO LAND CLEARANCE, ZONING, JUNK, CITATION AND SPECIAL ASSESSMENT LIENS ONLY. FOR INFORMATION ON OTHER VIOLATIONS AND LIENS CONTACT THE APPROPRIATE AGENCY.)

OFFICE USE ONLY

Paid Check No. / Credit Card

Date Processed.

JUL 03 2017

PERMIT INFORMATION REQUEST

REQUESTED DATE: 6/27/2017

CLOSING DATE: 7/19/2017

ATTENTION:

KAREN TORRES OR LISA BOSCH
BROWARD COUNTY BUILDING
DEPARTMENT
1 N UNIVERSITY DR, BLDG B

PLANTATION, FL 33324
Ph: 954-765-4400 x 9861 or x9813 Lisa
Fax 954-765-4362
Fee: \$50 (CC Form attached to request)

SUBJECT PROPERTY INFORMATION

Address:

Folio:

Legal:

Seller:

Buyer:

Our office has been contracted to perform a municipal search on the above-mentioned property. Please provide information from your department for any open or expired permits against this property. Please also advise if there are any outstanding fines due and provide us with a copy of the permit history.

Please provide our office with the specific documentation pertaining to the issues(s) listed below.

Permit Issues:

☒ There are NO permit issues associated with this property.

Permit #	File #	Status
Permit #	File #	Status
Permit #	File #	Status
Permit #	File #	Status
Permit #	File #	Status
Permit #	File #	Status

Additional Notes:

NO OPEN PERMITS
NO OPEN CASES

PER K. TORRES

ON 6/29/17

Please advise if property is required for registration, Certificate of Use, AND/OR Certificate of Occupancy.

Broward County ECPD
Code Enforcement Section
1 N. University Drive, Box 302
Plantation, FL 33324

This information completed by:

Date: 6/29/17

Contact#: (954) 765-4400 Ext. 9861

Email address: KTorres@broward.org

*** Thank you for your assistance in obtaining this information. ***
Please fax back to 954-880-3722 or email to liensearch@taxandlien.com
Please contact us at 954-597-7141 with any questions about this request.

PAID \$50
CC 0111

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Broward County		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ TAX EXEMPT (POLITICAL SUBDIVISION OF STATE OF FLORIDA)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 3 Exemption from FATCA reporting code (if any) Payees to accounts maintained outside the U.S.:	
	5 Address (number, street, and apt. or suite no.) 115 S. ANDREWS AVENUE	Requester's name and address (optional)	
	6 City, state, and ZIP code FORT LAUDERDALE, FLORIDA 33301		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	
Social security number [][] - [][] - [][][][] or Employer identification number 5 9 - 6 0 0 0 5 3 1	

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person ▶ <i>Sharon Freund</i> Date ▶ <i>10/7/15</i>

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct for you are waiting for a number to be issued.
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

See separate instructions on page 1

Print or type name (as shown on your income tax return)
CITY OF SUNRISE

Business name, if different from above

Check appropriate box ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership

☐ Limited liability company. Enter the tax classification (disregarded entity, C-corporation, S-corporation) >

☒ Other (see instructions) > **CITY GOVERNMENTAL AGENCY**

☒ Exempt
payee

Address (number, street, and apt. or suite no.)
10770 WEST OAKLAND PARK BLVD

City, state, and ZIP code
SUNRISE FL 33351

List account number(s) here (optional)

Requester's name and address (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Notes. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

69 0944587

Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person > *Joseph M. Labon*

Date > **12/8/12**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Notes. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,