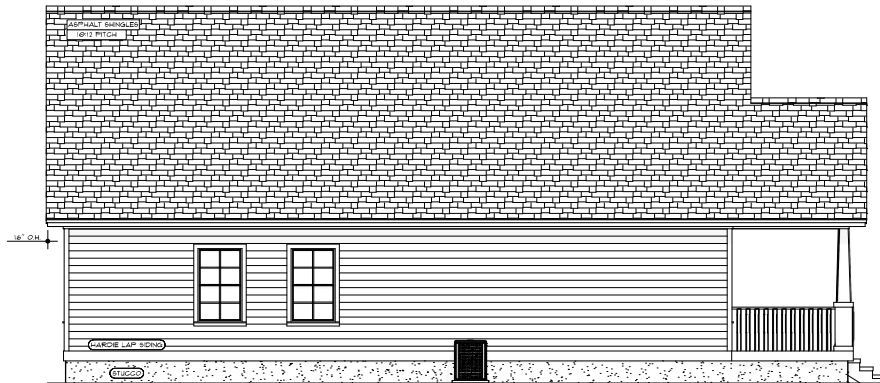
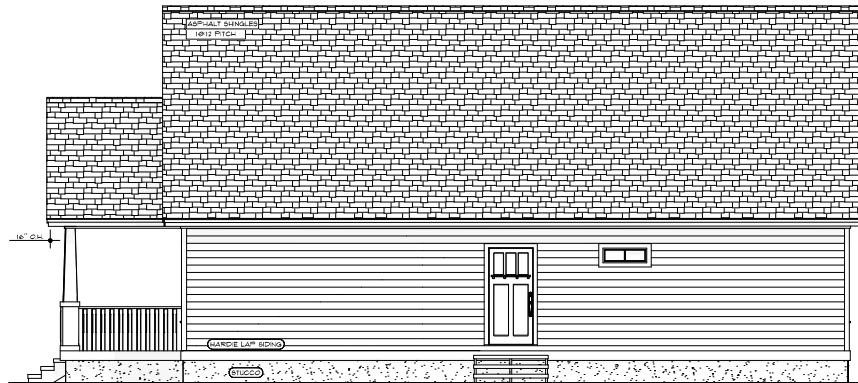




FRONT ELEVATION
SCALE: 1/4" = 1'-0"



LEFT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/4" = 1'-0"

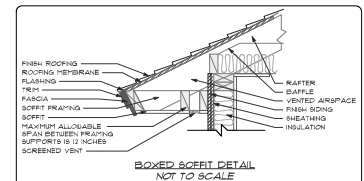


REAR ELEVATION
SCALE: 1/4" = 1'-0"

SHEET INDEX

- A-1 ELEVATIONS
- A-2 MAIN & BONUS LEVEL FLOOR PLAN
- A-3 FOUNDATION & ROOF FRAMING
- A-4 SUGGESTED ELECTRICAL PLAN
- S-1 STRUCTURAL SHEET
- S-2 STRUCTURAL SHEET
- S-3 STRUCTURAL SHEET
- S-4 STRUCTURAL SHEET

WHILE EVERY ATTEMPT HAS BEEN MADE IN THE PREPARATION OF THIS PLAN TO AVOID MISTAKES, THE PREPARED CANNOT GUARANTEE AGAINST HUMAN ERROR. THE CONTRACTOR ON THE JOB SITE MUST CHECK ALL DIMENSIONS AND OTHER DETAILS FOR ACCURACY BEFORE AND DURING CONSTRUCTION, AND BE RESPONSIBLE FOR THE SAME.



SHEET NUMBER

A-1

A NEW PLAN FOR:
S.H.S. CONTRACTING SERVICES, LLC
LOT 22 E POINT WASHINGTON RD
ELEVATIONS

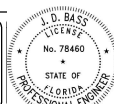
WALTON COUNTY

FLORIDA



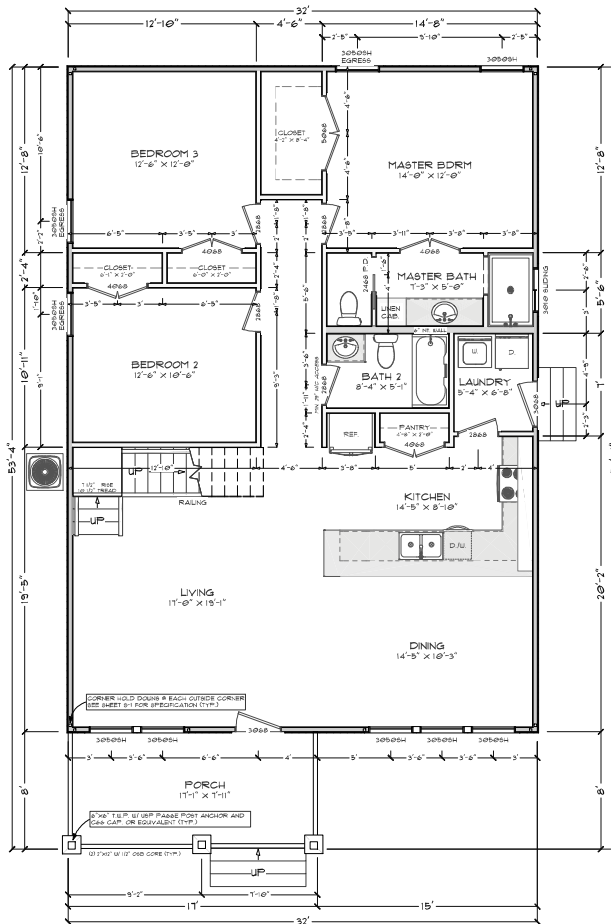
WESTERRA DEVELOPMENT, INC.
PLAN SERVICES
492 NORTH WILSON STREET,
CRESTVIEW, FL 32536
PHONE: (850) 882-4321
EMAIL: OFFICE@WESTERRADEV.COM

RAYNOR ENGINEERING
& CONSULTING, LLC
15 GRANDVIEW DR.,SMITH LAKE, FL 32918
PHONE: (888) 761-7000
EMAIL: JOE@RAYNOR-ENGINEERING.COM



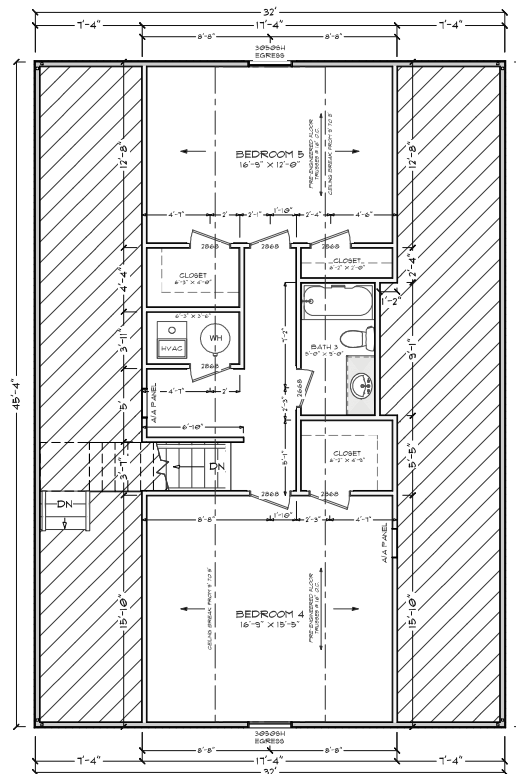
SCALE: 1/4" = 1'-0"
DRAWN: B.J.P. MDC
CHECKED: JOE BASS
PROJECT NO: 22530-04
CAD FILE: 22530-04.FLN

DATE	REVISION	DATE:
		3/15/2022



MAIN LEVEL FLOOR PLAN
SCALE: 1/4" = 1'-0"

CEILING HEIGHT SHALL BE 9', UNLESS OTHERWISE NOTED
2" x 4" EXTERIOR WALLS



BONUS LEVEL FLOOR PLAN
SCALE: 1/4" = 1'-0"

CEILING HEIGHT SHALL BE 9', UNLESS OTHERWISE NOTED
2" x 4" EXTERIOR WALLS

AREA CALCULATIONS

MAIN LEVEL LIVING AREA	1,455 S.F.
BONUS LEVEL LIVING AREA	751 S.F.
TOTAL LIVING AREA	2,212 S.F.
FRONT PORCH	146 S.F.
TOTAL COVERED	2,358 S.F.

WHILE EVERY ATTEMPT HAS BEEN MADE IN THE PREPARATION OF THIS PLAN TO AVOID MISTAKES, THE PREPARED CANNOT GUARANTEE AGAINST HUMAN ERROR. THE CONTRACTOR ON THE JOB SITE MUST CHECK ALL DIMENSIONS AND OTHER DETAILS FOR ACCURACY BEFORE AND DURING CONSTRUCTION, AND BE RESPONSIBLE FOR THE SAME.

FLOOR PLAN NOTES:

1. ALL DIMENSIONS ARE TO FRAMING. DIMENSIONS OF OPENINGS ARE TO CENTER OF ROUGH OPENING.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND IS RESPONSIBLE FOR ALL DIMENSIONS (INCLUDING ROUGH OPENINGS).
3. INTERIOR & EXTERIOR FINISH SUPPORT FLOOR TRUSSES MUST HAVE SOLID BLOCKING INSTALLED AT MID HEIGHT.

GENERAL NOTES:

THIS PLAN SET, COMBINED WITH THE BUILDING CONTRACT, PROVIDES BUILDING DETAILS FOR THE RESIDENTIAL PROJECT. THE CONTRACTOR SHALL VERIFY THAT SITE CONDITIONS ARE CONSISTENT WITH THESE PLANS BEFORE STARTING WORK. WORK NOT SPECIFICALLY DETAILED SHALL BE CONSTRUCTED TO THE SAME QUALITY AS SIMILAR WORK THAT IS DETAILED. ALL WORK SHALL BE DONE IN ACCORDANCE WITH FLORIDA BUILDING CODES AND LOCAL CODES. CONTRACTOR SHALL BE RESPONSIBLE AND BEAR ANY FINES OR PENALTIES FOR CODE, ORDINANCE, REGULATION OR BUILDING PROCESS VIOLATIONS. INSURANCES SHALL BE IN FORCE THROUGHOUT THE DURATION OF THE BUILDING PROJECT.

WRITTEN DIMENSIONS AND SPECIFIC NOTES SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND GENERAL NOTES. THE ENGINEER/DESIGNER SHALL BE CONSULTED FOR CLARIFICATION IF SITE CONDITIONS ARE ENCOUNTERED THAT ARE DIFFERENT THAN SHOWN. IF DISCREPANCIES ARE FOUND IN THE PLANS OR NOTES, OR IF A QUESTION ARISES OVER THE INTENT OF THE PLANS OR NOTES, CONTRACTOR SHALL VERIFY AND IS RESPONSIBLE FOR ALL DIMENSIONS (INCLUDING ROUGH OPENINGS).

SHEET NUMBER

A-2

A NEW PLAN FOR:
S.H.S. CONTRACTING SERVICES, LLC
LOT 22 E POINT WASHINGTON RD
MAIN & BONUS LEVEL FLOOR PLAN
WALTON COUNTY FLORIDA



WESTERRA DEVELOPMENT, INC.
PLAN SERVICES
492 NORTH WILSON STREET,
CRESTVIEW, FL 32536
PHONE: (850) 882-6321
EMAIL: OFFICE@WESTERRADEV.COM

DAYLIDE ENGINEERING
& CONSULTING, LLC

15 GRANDVIEW DR.,
SMITHLICK, FL 32076
PHONE: (904) 781-7000
EMAIL: OFFICE@DAYLIDE.COM

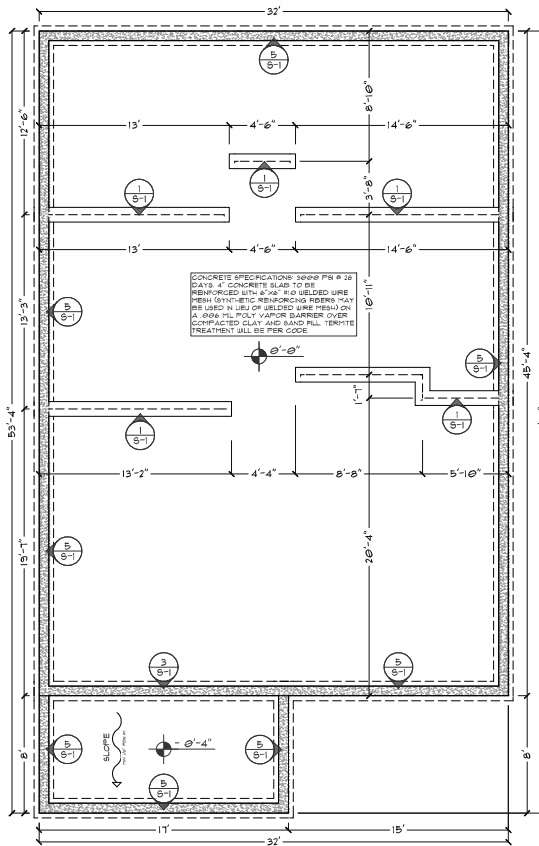


SCALE: 1/4" = 1'-0"
DRAWN: B.J.P., M.D.C.
CHECKED: JOE BASS
PROJECT NO: 22530.04
CAD FILE: 22530.04.FLN

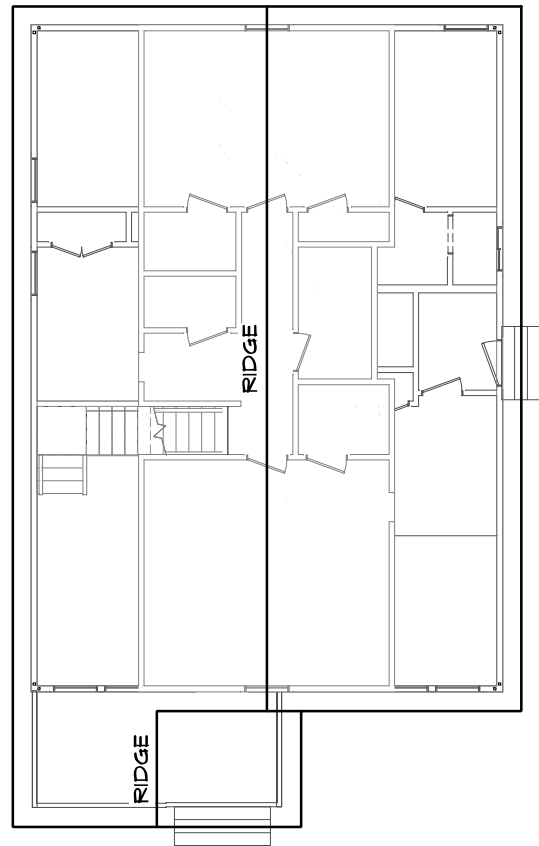
DATE REVISION

DATE:

3/15/2022



FOUNDATION PLAN
SCALE 1/4" = 1'-0"



ROOF FRAMING PLAN
SCALE 1/4" = 1'-0"

NOTE:
THE ROOF SHALL BE CONSTRUCTED WITH PRE-ENGINEERED TRUSSES. THE TRUSSES SHALL BE DESIGNED AND THE TRUSS DRAWING SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER AND IS LICENSED IN THE STATE OF FLORIDA. THE TRUSSES SHALL BE DESIGNED FOR A 150 MPH WIND SPEED (ULTIMATE).

NOTE:
THE ROOF SHALL BE CONSTRUCTED WITH PRE-ENGINEERED TRUSSES. THE TRUSSES SHALL BE DESIGNED AND THE TRUSS DRAWING SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER AND IS LICENSED IN THE STATE OF FLORIDA. THE TRUSSES SHALL BE DESIGNED FOR A 150 MPH WIND SPEED (ULTIMATE).

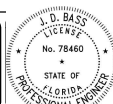
NOTE:
WHILE EVERY ATTEMPT HAS BEEN MADE IN THE PREPARATION OF THIS PLAN TO AVOID MISTAKES, THE PREPARED CANNOT GUARANTEE AGAINST HUMAN ERROR. THE CONTRACTOR ON THE JOB SITE MUST CHECK ALL DIMENSIONS AND OTHER DETAILS FOR ACCURACY BEFORE AND DURING CONSTRUCTION, AND BE RESPONSIBLE FOR THE SAME.

SHEET NUMBER
A-3

A NEW PLAN FOR:
S.H.S. CONTRACTING SERVICES, LLC
LOT 22 E POINT WASHINGTON RD
FOUNDATION & ROOF FRAMING
WALTON COUNTY FLORIDA

WESTERRA DEVELOPMENT, INC.
PLAN SERVICES
492 NORTH WILSON STREET,
CRESTVIEW, FL 32536
PHONE: (850) 882-4321
EMAIL: OFFICE@WESTERRADEV.COM

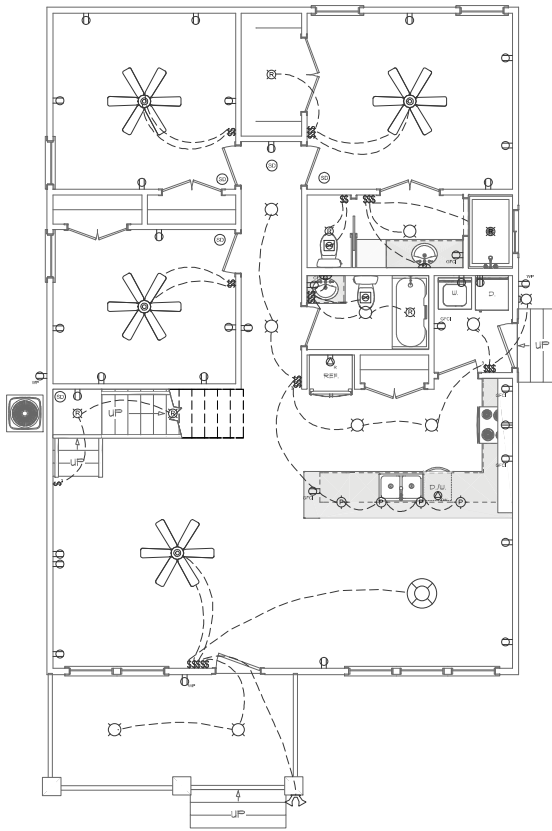
DAYWIDE ENGINEERING
& CONSULTING, LLC
15 GRANDVIEW DR.,
SHALHUR, FL 32576
PHONE: (904) 781-7000
EMAIL: JDB@DAYWIDE.COM



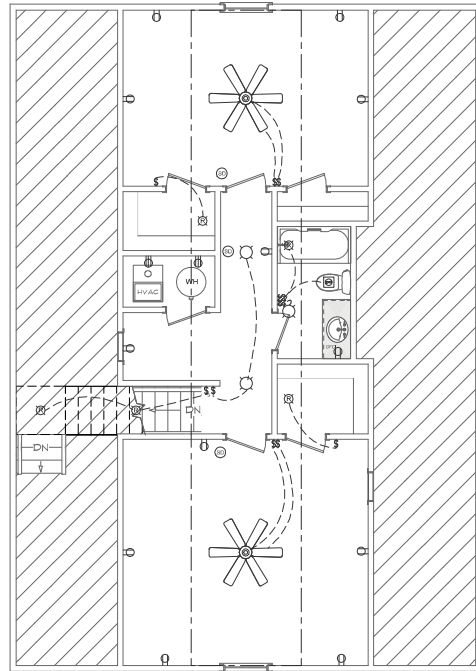
SCALE: 1/4" = 1'-0"
DRAWN: B.J.P. MDC
CHECKED: JOE BASS
PROJECT NO: 22530.04
CAD FILE: 22530.04.FPLAN

DATE	REVISION

DATE:
3/15/2022



MAIN LEVEL ELECTRICAL PLAN
SCALE: 1/4" = 1'-0"



BONUS LEVEL ELECTRICAL PLAN
SCALE: 1/4" = 1'-0"

WHILE EVERY ATTEMPT HAS BEEN MADE IN THE PREPARATION OF THIS PLAN TO AVOID MISTAKES, THE PREPARER CANNOT GUARANTEE AGAINST HUMAN ERROR. THE CONTRACTOR ON THE JOB SITE MUST CHECK ALL DIMENSIONS AND OTHER DETAILS FOR ACCURACY BEFORE AND DURING CONSTRUCTION, AND BE RESPONSIBLE FOR THE SAME.

SHEET NUMBER

A-4

A NEW PLAN FOR:
S.H.S. CONTRACTING SERVICES, LLC
LOT 22 E POINT WASHINGTON RD
SUGGESTED ELECTRICAL PLAN
WALTON COUNTY FLORIDA

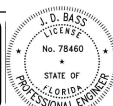


WESTERRA DEVELOPMENT, INC.
PLAN SERVICES
492 NORTH WILSON STREET,
CRESTVIEW, FL 32536
PHONE: (850) 822-4321
EMAIL: OFFICE@WESTERRADEV.COM

DAYLIDE ENGINEERING
& CONSULTING, LLC

15 GRANDVIEW DR.
SMITHTOWN, FL 32915
PHONE: (888) 781-7000
EMAIL: JOE@DAYLIDE.COM

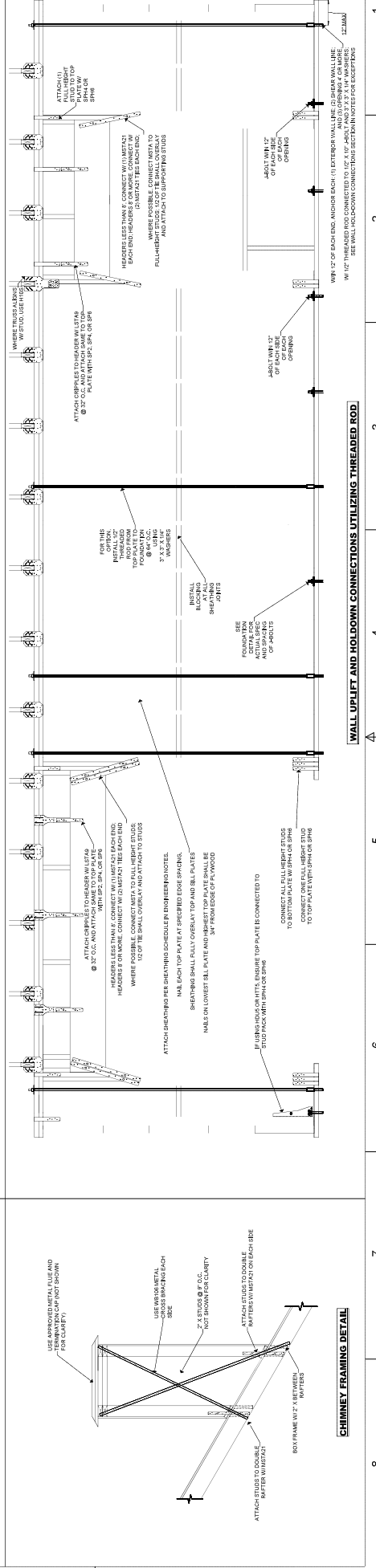
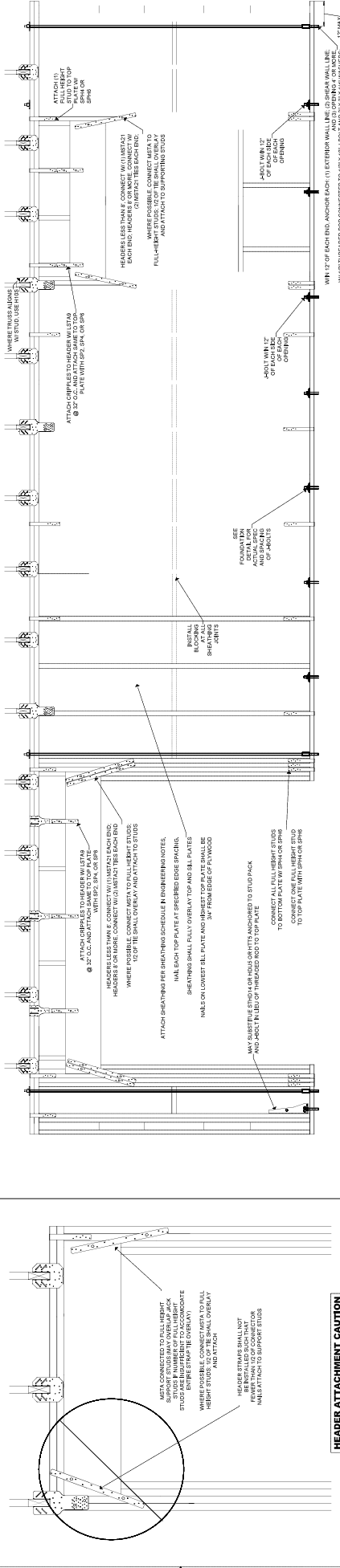
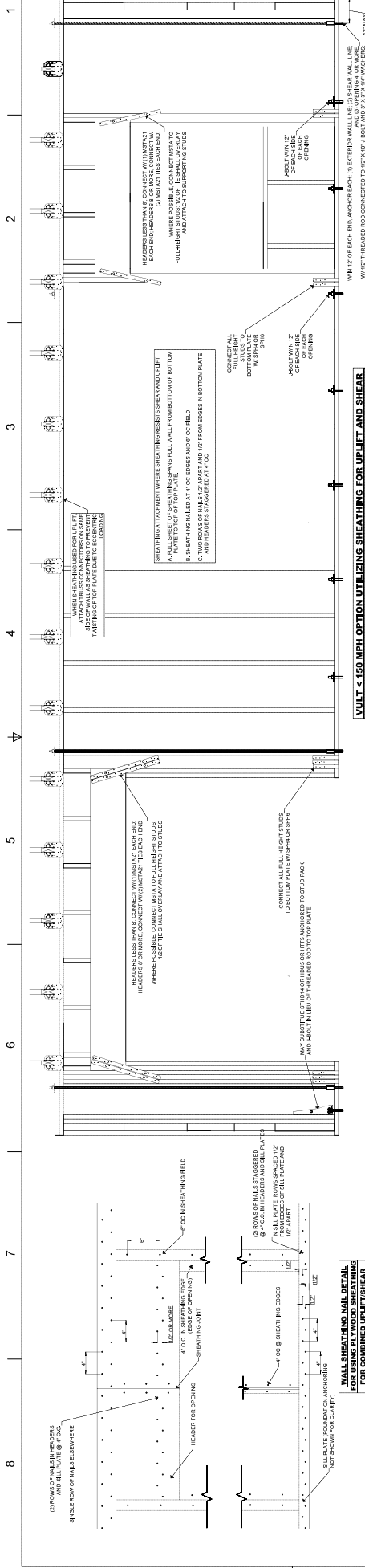
ENGINEERING PROFESSIONAL SEAL NO. 12472



SCALE: 1/4" = 1'-0"
DRAWN: B.J.P., M.D.C.
CHECKED: JOE BASS
PROJECT NO: 22530-04
CAD FILE: 22530-04.PLAN

DATE	REVISION

DATE: 3/15/2022



Flood Disclosure



Florida Statute 689.302 requires a seller to complete and provide a flood disclosure to a purchaser of residential real property **at or before** the time the sales contract is executed.

Seller, S.H.S. CONTRACTING LLC, provides Buyer the following flood disclosure **at or before** the time the sales contract is executed.

Property address: Lot 21 & 22 E Point Washington Rd Santa Rosa Beach, FL 32459

Seller, please check the applicable box in paragraphs (1) and (2) below.

FLOOD DISCLOSURE

Flood Insurance: Homeowners' insurance policies do not include coverage for damage resulting from floods. Buyer is encouraged to discuss the need to purchase separate flood insurance coverage with Buyer's insurance agent.

- (1) Seller ☐ has ☒ has not filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.
- (2) Seller ☐ has ☒ has not received federal assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.
- (3) For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:
 - a. The overflow of inland or tidal waters.
 - b. The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.
 - c. Sustained periods of standing water resulting from rainfall.

Seller:

Date: _____

Seller:

Date: _____

Copy provided to Buyer on _____ by ☐ email ☐ facsimile ☐ mail ☐ personal delivery.

Exclusive Right of Sale Listing Agreement

This Exclusive Right of Sale Listing Agreement ("Agreement") is between
S.H.S. CONTRACTING LLC ("Seller")
and brokerage Keller Williams - Destin ("Broker").

1. Authority to Sell Property: Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal property (collectively "Property") described below, at the price and terms described below, beginning 05/12/2025 and terminating at 11:59 p.m. on 01/31/2026 ("Termination Date"). Upon full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the sales contract. Seller and Broker acknowledge that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, state, or local law. Seller certifies and represents that she/he/it is legally entitled to convey the Property and all improvements.

2. Description of Property:

(a) **Street Address:** Lot 21 E Point Washington Rd Santa Rosa Beach, FL 32459

Legal Description: Lot 21 BLK 52 Magnolia Beach S/D PB 2-1 or 3353-3208 or 3353-3204

☐ See Attachment 27-2S-19-24140-052-0210

(b) **Personal Property, including appliances:**

☐ See Attachment

(c) Occupancy:

Property ☐ is ☒ is not currently occupied by a tenant. If occupied, the lease term expires.

3. Price and Terms: The property is offered for sale on the following terms or on other terms acceptable to Seller:

(a) **Price:** \$879000

(b) **Financing Terms:** ☒ Cash ☒ Conventional ☒ VA ☐ FHA ☒ Other (specify) DSCR

☐ **Seller Financing:** Seller will hold a purchase money mortgage in the amount of \$ with the following terms:

☐ **Assumption of Existing Mortgage:** Buyer may assume existing mortgage for \$ plus an assumption fee of \$. The mortgage is for a term of years beginning in , at an interest rate of % ☐ fixed ☐ variable (describe)

Lender approval of assumption ☐ is required ☐ is not required ☐ unknown. **Notice to Seller: (1)** You may remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing. (2) Extensive regulations affect Seller financed transactions. It is beyond the scope of a real estate licensee's authority to determine whether the terms of your Seller financing agreement comply with all applicable laws or whether you must be registered and/or licensed as a loan originator before offering Seller financing. You are advised to consult with a legal or mortgage professional to make this determination.

(c) **Seller Expenses:** Seller will pay mortgage discount, other closing costs, or concessions not to exceed \$, and any other expenses Seller agrees to pay in connection with a transaction.

4. Broker Obligations: Broker agrees to make diligent and continued efforts to sell the Property in accordance with this Agreement until a sales contract is pending on the Property. This includes, except when not in Seller's best interests, cooperating and communicating with other brokers and making the property available for showings.

5. Multiple Listing Service: Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller because the Property will be exposed to a large number of potential buyers. As a MLS participant, Broker is obligated to enter the Property into the MLS within one (1) business day of marketing the Property to the public (see Paragraph 6(a)) or as necessary to comply with local MLS rule(s). This listing will be published accordingly in the MLS unless Seller directs Broker otherwise in writing. (See paragraph 6(b)(i)). Seller authorizes Broker to report to the MLS this listing information and price, terms, and financing information on any resulting sale for use

by authorized Board / Association members and MLS participants and subscribers unless **Seller** directs **Broker** otherwise in writing.

6. Broker Authority: Seller authorizes **Broker** to:

(a) Market the Property to the Public (unless limited in Paragraph 6(b)(i) below):

(i) Public marketing includes, but is not limited to, flyers, yard signs, digital marketing on public facing websites, brokerage website displays (i.e. IDX or VOW), email blasts, multi-brokerage listing sharing networks and applications available to the general public.

(ii) **Public marketing also includes marketing the Property to real estate agents outside Broker's office.**

(iii) Place appropriate transaction signs on the Property, except if Paragraph 6(b)(i) is checked below.

(iv) Use **Seller's** name in connection with marketing or advertising the Property.

☐ Display the Property on the Internet except the street address.

(b) Not Publicly Market to the Public/Seller Opt-Out:

(i.) ☐ **Seller** does not authorize **Broker** to display the Property on the MLS.

(ii.) **Seller** understands and acknowledges that if **Seller** checks option 6(b)(i), a For Sale will not be placed upon the Property and

(iii.) **Seller** understands and acknowledges that if **Seller** checks option 6(b)(i), **Broker** will be limited to marketing the Property only to agents within **Broker's** office.

☐ / ☐ Initials of Seller

(c) Obtain information relating to the present mortgage(s) on the Property.

(d) Provide objective comparative market analysis information to potential buyers.

(e) (Check if applicable) ☐ Use a lock box system to show and access the Property. A lock box does not ensure the Property's security. **Seller** is advised to secure or remove valuables. **Seller** agrees that the lock box is for **Seller's** benefit and releases **Broker**, persons working through **Broker**, and **Broker's** local Realtor Board / Association from all liability and responsibility in connection with any damage or loss that occurs.

☒ Withhold verbal offers. ☐ Withhold all offers once **Seller** accepts a sales contract for the Property.

(f) Act as a single agent of **Seller** with consent to transition to transaction broker.

(g) **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These websites are referred to as Virtual Office Websites ("VOWs"). An automated estimate of market value or reviews and comments about a property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a VOW may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or comments and reviews about this Property.

☐ **Seller** does not authorize an automated estimate of the market value of the listing (or a hyperlink to such estimate) to be displayed in immediate conjunction with the listing of this Property.

☐ **Seller** does not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.

7. Seller Obligations: In consideration of **Broker's** obligations, **Seller** agrees to:

(a) Cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to **Broker** all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.

(b) Recognize **Broker** may be subject to additional MLS obligations and potential penalties for failure to comply with them.

(c) Provide **Broker** with keys to the Property and make the Property available for **Broker** to show during reasonable times.

(d) Inform **Broker** before leasing, mortgaging, or otherwise encumbering the Property.

(e) Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs, and expenses of any nature, including attorney's fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's** negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box; or (3) the existence of undisclosed material facts about the Property.

(f) Perform any act reasonably necessary to comply with FIRPTA (Section 1445 of the Internal Revenue Code).

(g) Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known by the buyer. **Seller** certifies and represents that **Seller** knows of no such material facts (local government building code violations, unobservable defects, etc.) other than the following:

Seller will immediately inform **Broker** of any material facts that arise after signing this Agreement.

(h) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements, and other specialized advice.

Seller ☐ and Broker/Authorized Associate ☐ acknowledge receipt of a copy of this page, which is Page 2 of 6. The Parties acknowledge this form should not be used to share offers or compensation to buyer brokers or other buyer representatives via any field in the Multiple Listing Service.

- 105 **8. Compensation:** Seller will compensate **Broker** as specified below if a buyer is procured who is ready, willing,
 106 and able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other
 107 terms acceptable to **Seller**. **Seller** will pay **Broker** as follows:
- 108 (a) _____ % of the total purchase price plus \$ _____ OR \$ _____ no
 109 later than the date of closing specified in the sales contract. However, closing is not a prerequisite for **Broker's**
 110 fee being earned.
- 111 (b) _____ (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is
 112 exercised, **Seller** will pay **Broker** the Paragraph 8(a) fee, less the amount **Broker** received under this
 113 subparagraph.
- 114 (c) _____ (\$ or %) of gross lease value as a leasing fee, on the date **Seller** enters into a lease or
 115 agreement to lease, whichever is earlier. This fee is not due if the Property is or becomes the subject of a
 116 contract granting an exclusive right to lease the Property.
- 117 (d) **Broker's** fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by
 118 sale, lease, exchange, governmental action, bankruptcy, or any other means of transfer, regardless of whether
 119 the buyer is secured by **Seller**, **Broker**, or any other person. (2) If **Seller** refuses or fails to sign an offer at the
 120 price and terms stated in this Agreement, defaults on an executed sales contract, or agrees with a buyer to
 121 cancel an executed sales contract. (3) If, within _____ days after Termination Date ("Protection Period"),
 122 **Seller** transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom
 123 **Seller**, **Broker**, or any real estate licensee communicated regarding the Property before Termination Date.
 124 However, no fee will be due **Broker** if the Property is relisted after Termination Date and sold through another
 125 broker.
- 126 (e) **Retained Deposits:** As consideration for **Broker's** services, **Broker** is entitled to receive _____ % of all
 127 deposits that **Seller** retains as liquidated damages for a buyer's default in a transaction, not to exceed the
 128 Paragraph 8(a) fee.
- 129 (f) **Brokerage commissions are not set by law and are fully negotiable.**
- 130 **9. Notice to Seller Regarding Buyer Brokers:** The buyer's broker, even if compensated by **Seller** or **Broker**, will
 131 provide services for the buyer. **Seller** is advised and is aware that **Seller** may, but is not required to, compensate a
 132 buyer's broker upon closing. **Seller** may choose to enter into a separate written agreement to pay buyer's broker
 133 or may approve **Broker** to pay buyer's broker in accordance with paragraph 10. **Seller** also understands:
- 134 (a) "Buyer's broker" may include this **Broker** if **Broker** also works with buyer on this transaction;
- 135 (b) If this occurs during the duration of this listing, **Broker** will be entitled to the compensation in
 136 paragraph 8 for services performed for **Seller**, as well as the buyer's broker compensation in
 137 paragraph 10(a) for services performed for buyer; the **Seller** should therefore take this into
 138 consideration when negotiating compensation; and
- 139 (c) **Broker** may receive separate compensation from buyer for services rendered to buyer by **Broker**.
- 140 **10. Compensation to Buyer Brokers: Brokerage commissions are not set by law and are fully negotiable.**
 141 **Seller** approves the following (check all that apply; if no option is checked then option (c) is deemed to be
 142 selected):
- 143 (a) ☐ **Seller** authorizes **Broker** to offer compensation to buyer's broker in the amount of: _____ % of the
 144 purchase price or \$ _____. (This amount will be paid from **Broker** to buyer's broker from
 145 the compensation amount agreed to in paragraph 8.) This compensation will be set forth in a separate
 146 written agreement between **Broker** and buyer's broker.
- 147 (b) ☐ **Seller** authorizes **Broker** to offer compensation to buyer's broker from **Seller** in the amount of:
 148 _____ % of the purchase price or \$ _____. This compensation will be set forth in a
 149 separate written agreement between **Seller** and buyer's broker.
- 150 (c) ☐ No compensation will be offered to buyer's broker.

11. Brokerage Relationship:

SINGLE AGENT NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS SINGLE AGENTS DISCLOSE TO BUYERS AND SELLERS THEIR DUTIES.

As a single agent, Keller Williams - Destin
and its associates owe to you the following duties:

1. Dealing honestly and fairly;
2. Loyalty;
3. Confidentiality;
4. Obedience;
5. Full Disclosure;
6. Accounting for all funds;
7. Skill, care, and diligence in the transaction;
8. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing; and
9. Disclosing all known facts that materially affect the value of residential real property and are not readily observable.

S.H.S. CONTRACTING LLC

Signature

Date

dotloop verified
05/08/25 10:28 PM CDT
X7GU-FXZH-4MWA-MK90

Signature

Date

* * * * *

CONSENT TO TRANSITION TO TRANSACTION BROKER

FLORIDA LAW ALLOWS REAL ESTATE LICENSEES WHO REPRESENT A BUYER OR SELLER AS A SINGLE AGENT TO CHANGE FROM A SINGLE AGENT RELATIONSHIP TO A TRANSACTION BROKERAGE RELATIONSHIP IN ORDER FOR THE LICENSEE TO ASSIST BOTH PARTIES IN A REAL ESTATE TRANSACTION BY PROVIDING A LIMITED FORM OF REPRESENTATION TO BOTH THE BUYER AND THE SELLER. THIS CHANGE IN RELATIONSHIP CANNOT OCCUR WITHOUT YOUR PRIOR WRITTEN CONSENT.

As a transaction broker, Keller Williams - Destin
and its associates, provides to you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly;
2. Accounting for all funds;
3. Using skill, care, and diligence in the transaction;
4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer;
5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
7. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

I agree that my agent may assume the role and duties of a transaction broker.

S.H.S. CONTRACTING LLC

Signature

Date




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Signature

Date

Seller  and Broker/Authorized Associate  acknowledge receipt of a copy of this page, which is Page 4 of 6. The Parties acknowledge this form should not be used to share compensation to buyer brokers or other buyer representatives via any field in the Multiple Listing Service.

204 **12. Conditional Termination:** At **Seller's** request, **Broker** may agree to conditionally terminate this Agreement. If
205 **Broker** agrees to conditional termination, **Seller** must sign a withdrawal agreement, reimburse **Broker** for all direct
206 expenses incurred in marketing the Property, and pay a cancellation fee of \$_____ plus
207 applicable sales tax. **Broker** may void the conditional termination, and **Seller** will pay the fee stated in Paragraph
208 8(a) less the cancellation fee if **Seller** transfers or contracts to transfer the Property or any interest in the Property
209 during the time period from the date of conditional termination to Termination Date and Protection Period, if
210 applicable.

211 **13. Dispute Resolution:** This Agreement will be construed under Florida law. All controversies, claims, and other
212 matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be
213 settled by first attempting mediation under the rules of the American Arbitration Association or other mediator
214 agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover
215 reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows:
216 **Arbitration:** By initialing in the space provided, **Seller**  , and **Broker or Authorized Associate**
217  agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in
218 which the Property is located in accordance with the rules of the American Arbitration Association or other
219 arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision
220 of this Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and
221 will equally split the arbitrator's fees and administrative fees of arbitration.

222 **14. Miscellaneous:** This Agreement is binding on **Seller's** and **Broker's** heirs, personal representatives,
223 administrators, successors, and assigns. **Broker** may assign this Agreement to another listing office. This
224 Agreement is the entire agreement between **Seller** and **Broker**. No prior or present agreements or representations
225 will be binding on **Seller** or **Broker** unless included in this Agreement. Electronic signatures are acceptable and
226 will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals.
227 The term "buyer" as used in this Agreement includes buyers, tenants, exchangors, optionees, and other categories
228 of potential or actual transferees.

229 **15. Additional Terms:** _____
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Seller's Signature:

S.H.S. CONTRACTING LLC

dotloop verified
05/08/25 10:28 PM CDT
50QG-UG3C-COXH-9TZW

Date: _____

Home Telephone: _____ Work Telephone: _____ Facsimile: _____

Address: _____

Email Address: bmkn2960@gmail.com

Seller's Signature:

Date: _____

Home Telephone: _____ Work Telephone: _____ Facsimile: _____

Address: _____

Email Address: _____

Broker or Authorized Sales Associate:

Tina Marsh

dotloop verified
05/08/25 10:22 PM CDT
QOZQ-ZAZO-TNGH-TQG8

Date: _____

Brokerage Firm Name: Keller Williams - Destin Telephone: 850-904-4503

Address: 36008 Emerald Coast Parkway, Suite 201, Destin, FL 32541

Copy returned to **Seller** on _____ by ☐ email ☐ facsimile ☐ mail ☐ personal delivery.

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Exclusive Right of Sale Listing Agreement

This Exclusive Right of Sale Listing Agreement ("Agreement") is between
S.H.S. CONTRACTING LLC ("Seller")
and brokerage Keller Williams - Destin ("Broker").

1. Authority to Sell Property: Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal property (collectively "Property") described below, at the price and terms described below, beginning 05/12/2025 and terminating at 11:59 p.m. on 01/31/2026 ("Termination Date"). Upon full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the sales contract. Seller and Broker acknowledge that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, state, or local law. Seller certifies and represents that she/he/it is legally entitled to convey the Property and all improvements.

2. Description of Property:

(a) **Street Address:** Lot 22 E Point Washington Rd Santa Rosa Beach, FL 32459

Legal Description: Lot 22 BLK 52 Magnolia Beach S/D PB2-1 or 3353-3208 or 3353-3208

☐ See Attachment 27-2S-19-24140-052-0220

(b) **Personal Property, including appliances:**

☐ See Attachment

(c) Occupancy:

Property ☐ is ☒ is not currently occupied by a tenant. If occupied, the lease term expires.

3. Price and Terms: The property is offered for sale on the following terms or on other terms acceptable to Seller:

(a) **Price:** \$879000

(b) **Financing Terms:** ☒ Cash ☒ Conventional ☒ VA ☐ FHA ☒ Other (specify) DSCR

☐ **Seller Financing:** Seller will hold a purchase money mortgage in the amount of \$ with the following terms:

☐ **Assumption of Existing Mortgage:** Buyer may assume existing mortgage for \$ plus an assumption fee of \$. The mortgage is for a term of years beginning in , at an interest rate of % ☐ fixed ☐ variable (describe)

Lender approval of assumption ☐ is required ☐ is not required ☐ unknown. **Notice to Seller: (1)** You may remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing.

(2) Extensive regulations affect Seller financed transactions. It is beyond the scope of a real estate licensee's authority to determine whether the terms of your Seller financing agreement comply with all applicable laws or whether you must be registered and/or licensed as a loan originator before offering Seller financing. You are advised to consult with a legal or mortgage professional to make this determination.

(c) **Seller Expenses:** Seller will pay mortgage discount, other closing costs, or concessions not to exceed \$, and any other expenses Seller agrees to pay in connection with a transaction.

4. Broker Obligations: Broker agrees to make diligent and continued efforts to sell the Property in accordance with this Agreement until a sales contract is pending on the Property. This includes, except when not in Seller's best interests, cooperating and communicating with other brokers and making the property available for showings.

5. Multiple Listing Service: Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller because the Property will be exposed to a large number of potential buyers. As a MLS participant, Broker is obligated to enter the Property into the MLS within one (1) business day of marketing the Property to the public (see Paragraph 6(a)) or as necessary to comply with local MLS rule(s). This listing will be published accordingly in the MLS unless Seller directs Broker otherwise in writing. (See paragraph 6(b)(i)). Seller authorizes Broker to report to the MLS this listing information and price, terms, and financing information on any resulting sale for use

by authorized Board / Association members and MLS participants and subscribers unless **Seller** directs **Broker** otherwise in writing.

6. Broker Authority: Seller authorizes **Broker** to:

(a) Market the Property to the Public (unless limited in Paragraph 6(b)(i) below):

(i) Public marketing includes, but is not limited to, flyers, yard signs, digital marketing on public facing websites, brokerage website displays (i.e. IDX or VOW), email blasts, multi-brokerage listing sharing networks and applications available to the general public.

(ii) **Public marketing also includes marketing the Property to real estate agents outside Broker's office.**

(iii) Place appropriate transaction signs on the Property, except if Paragraph 6(b)(i) is checked below.

(iv) Use **Seller's** name in connection with marketing or advertising the Property.

☐ Display the Property on the Internet except the street address.

(b) Not Publicly Market to the Public/Seller Opt-Out:

(i.) ☐ **Seller** does not authorize **Broker** to display the Property on the MLS.

(ii.) **Seller** understands and acknowledges that if **Seller** checks option 6(b)(i), a For Sale will not be placed upon the Property and

(iii.) **Seller** understands and acknowledges that if **Seller** checks option 6(b)(i), **Broker** will be limited to marketing the Property only to agents within **Broker's** office.

☐ **Seller** Initials of Seller

(c) Obtain information relating to the present mortgage(s) on the Property.

(d) Provide objective comparative market analysis information to potential buyers.

(e) **(Check if applicable)** ☐ Use a lock box system to show and access the Property. A lock box does not ensure the Property's security. **Seller** is advised to secure or remove valuables. **Seller** agrees that the lock box is for **Seller's** benefit and releases **Broker**, persons working through **Broker**, and **Broker's** local Realtor Board / Association from all liability and responsibility in connection with any damage or loss that occurs.

☒ Withhold verbal offers. ☐ Withhold all offers once **Seller** accepts a sales contract for the Property.

(f) Act as a single agent of **Seller** with consent to transition to transaction broker.

(g) **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These websites are referred to as Virtual Office Websites ("VOWs"). An automated estimate of market value or reviews and comments about a property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a VOW may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or comments and reviews about this Property.

☐ **Seller** does not authorize an automated estimate of the market value of the listing (or a hyperlink to such estimate) to be displayed in immediate conjunction with the listing of this Property.

☐ **Seller** does not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.

7. Seller Obligations: In consideration of **Broker's** obligations, **Seller** agrees to:

(a) Cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to **Broker** all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.

(b) Recognize **Broker** may be subject to additional MLS obligations and potential penalties for failure to comply with them.

(c) Provide **Broker** with keys to the Property and make the Property available for **Broker** to show during reasonable times.

(d) Inform **Broker** before leasing, mortgaging, or otherwise encumbering the Property.

(e) Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs, and expenses of any nature, including attorney's fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's** negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box; or (3) the existence of undisclosed material facts about the Property.

(f) Perform any act reasonably necessary to comply with FIRPTA (Section 1445 of the Internal Revenue Code).

(g) Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known by the buyer. **Seller** certifies and represents that **Seller** knows of no such material facts (local government building code violations, unobservable defects, etc.) other than the following:

Seller will immediately inform **Broker** of any material facts that arise after signing this Agreement.

(h) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements, and other specialized advice.

Seller ☐ and Broker/Authorized Associate ☐ acknowledge receipt of a copy of this page, which is Page 2 of 6. The Parties acknowledge this form should not be used to share offers or compensation to buyer brokers or other buyer representatives via any field in the Multiple Listing Service.

- 105 **8. Compensation:** Seller will compensate Broker as specified below if a buyer is procured who is ready, willing,
 106 and able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other
 107 terms acceptable to Seller. Seller will pay Broker as follows:
- 108 (a) _____ % of the total purchase price plus \$ _____ OR \$ _____ no
 109 later than the date of closing specified in the sales contract. However, closing is not a prerequisite for Broker's
 110 fee being earned.
- 111 (b) _____ (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is
 112 exercised, Seller will pay Broker the Paragraph 8(a) fee, less the amount Broker received under this
 113 subparagraph.
- 114 (c) _____ (\$ or %) of gross lease value as a leasing fee, on the date Seller enters into a lease or
 115 agreement to lease, whichever is earlier. This fee is not due if the Property is or becomes the subject of a
 116 contract granting an exclusive right to lease the Property.
- 117 (d) Broker's fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by
 118 sale, lease, exchange, governmental action, bankruptcy, or any other means of transfer, regardless of whether
 119 the buyer is secured by Seller, Broker, or any other person. (2) If Seller refuses or fails to sign an offer at the
 120 price and terms stated in this Agreement, defaults on an executed sales contract, or agrees with a buyer to
 121 cancel an executed sales contract. (3) If, within _____ days after Termination Date ("Protection Period"),
 122 Seller transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom
 123 Seller, Broker, or any real estate licensee communicated regarding the Property before Termination Date.
 124 However, no fee will be due Broker if the Property is relisted after Termination Date and sold through another
 125 broker.
- 126 (e) **Retained Deposits:** As consideration for Broker's services, Broker is entitled to receive _____ % of all
 127 deposits that Seller retains as liquidated damages for a buyer's default in a transaction, not to exceed the
 128 Paragraph 8(a) fee.
- 129 (f) **Brokerage commissions are not set by law and are fully negotiable.**
- 130 **9. Notice to Seller Regarding Buyer Brokers:** The buyer's broker, even if compensated by Seller or Broker, will
 131 provide services for the buyer. Seller is advised and is aware that Seller may, but is not required to, compensate a
 132 buyer's broker upon closing. Seller may choose to enter into a separate written agreement to pay buyer's broker
 133 or may approve Broker to pay buyer's broker in accordance with paragraph 10. Seller also understands:
- 134 (a) "Buyer's broker" may include this Broker if Broker also works with buyer on this transaction;
- 135 (b) If this occurs during the duration of this listing, Broker will be entitled to the compensation in
 136 paragraph 8 for services performed for Seller, as well as the buyer's broker compensation in
 137 paragraph 10(a) for services performed for buyer; the Seller should therefore take this into
 138 consideration when negotiating compensation; and
- 139 (c) Broker may receive separate compensation from buyer for services rendered to buyer by Broker.
- 140 **10. Compensation to Buyer Brokers: Brokerage commissions are not set by law and are fully negotiable.**
 141 Seller approves the following (check all that apply; if no option is checked then option (c) is deemed to be
 142 selected):
- 143 (a) ☒ Seller authorizes Broker to offer compensation to buyer's broker in the amount of: _____ % of the
 144 purchase price or \$ _____. (This amount will be paid from Broker to buyer's broker from
 145 the compensation amount agreed to in paragraph 8.) This compensation will be set forth in a separate
 146 written agreement between Broker and buyer's broker.
- 147 (b) ☐ Seller authorizes Broker to offer compensation to buyer's broker from Seller in the amount of:
 148 _____ % of the purchase price or \$ _____. This compensation will be set forth in a
 149 separate written agreement between Seller and buyer's broker.
- 150 (c) ☐ No compensation will be offered to buyer's broker.
- 151
- 152
- 153


11. Brokerage Relationship:

SINGLE AGENT NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS SINGLE AGENTS DISCLOSE TO BUYERS AND SELLERS THEIR DUTIES.

As a single agent, Keller Williams - Destin
and its associates owe to you the following duties:

1. Dealing honestly and fairly;
2. Loyalty;
3. Confidentiality;
4. Obedience;
5. Full Disclosure;
6. Accounting for all funds;
7. Skill, care, and diligence in the transaction;
8. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing; and
9. Disclosing all known facts that materially affect the value of residential real property and are not readily observable.

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Signature		Date

Signature	Date

CONSENT TO TRANSITION TO TRANSACTION BROKER

FLORIDA LAW ALLOWS REAL ESTATE LICENSEES WHO REPRESENT A BUYER OR SELLER AS A SINGLE AGENT TO CHANGE FROM A SINGLE AGENT RELATIONSHIP TO A TRANSACTION BROKERAGE RELATIONSHIP IN ORDER FOR THE LICENSEE TO ASSIST BOTH PARTIES IN A REAL ESTATE TRANSACTION BY PROVIDING A LIMITED FORM OF REPRESENTATION TO BOTH THE BUYER AND THE SELLER. THIS CHANGE IN RELATIONSHIP CANNOT OCCUR WITHOUT YOUR PRIOR WRITTEN CONSENT.

As a transaction broker, Keller Williams - Destin
and its associates, provides to you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly;
2. Accounting for all funds;
3. Using skill, care, and diligence in the transaction;
4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer;
5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
7. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.



I agree that my agent may assume the role and duties of a transaction broker.

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Signature		Date

Signature	Date

Seller  and Broker/Authorized Associate  acknowledge receipt of a copy of this page, which is Page 4 of 6.
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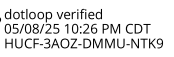
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206 expenses incurred in marketing the Property, and pay a cancellation fee of \$_____ plus
207 applicable sales tax. **Broker** may void the conditional termination, and **Seller** will pay the fee stated in Paragraph
208 8(a) less the cancellation fee if **Seller** transfers or contracts to transfer the Property or any interest in the Property
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210 applicable.

211 **13. Dispute Resolution:** This Agreement will be construed under Florida law. All controversies, claims, and other
212 matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be
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216 **Arbitration:** By initialing in the space provided, **Seller** , and **Broker or Authorized Associate**
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220 of this Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and
221 will equally split the arbitrator's fees and administrative fees of arbitration.

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225 will be binding on **Seller** or **Broker** unless included in this Agreement. Electronic signatures are acceptable and
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227 The term "buyer" as used in this Agreement includes buyers, tenants, exchangors, optionees, and other categories
228 of potential or actual transferees.

229 **15. Additional Terms:** _____
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244

245 **Seller's Signature**   _____ Date: _____

246 Home Telephone: _____ Work Telephone: _____ Facsimile: _____

247 Address: _____

248 Email Address: bmkn2960@gmail.com

249 **Seller's Signature:** _____ Date: _____

250 Home Telephone: _____ Work Telephone: _____ Facsimile: _____

251 Address: _____

252 Email Address: _____

253 **Broker or Authorized Sales Associate:**   _____ Date: _____

254 Brokerage Firm Name: Keller Williams - Destin Telephone: 850-904-4503

255 Address: 36008 Emerald Coast Parkway, Suite 201, Destin, FL 32541

256 Copy returned to **Seller** on _____ by ☐ email ☐ facsimile ☐ mail ☐ personal delivery.

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Seller  _____ and Broker/Authorized Associate  _____ acknowledge receipt of a copy of this page, which is Page 6 of 6.
The Parties acknowledge this form should not be used to share offers or compensation to buyer brokers or other buyer representatives via any field in the Multiple Listing Service.
ERS-20tn Rev 7/2024

MAJOR SYSTEMS INFORMATION

	AGE	TYPE/DESCRIPTION/ADDITIONAL INFORMATION
ROOF	<input type="text"/>	<input type="text"/>
HVAC	<input type="text"/>	<input type="text"/>
WATER HEATER	<input type="text"/>	<input type="text"/>
SEPTIC	<input type="text"/>	<input type="text"/>
ELECTRICAL	<input type="text"/>	<input type="text"/>
PLUMBING	<input type="text"/>	<input type="text"/>
WINDOWS	<input type="text"/>	<input type="text"/>
LAWN PUMP/IRRIGATION	<input type="text"/>	<input type="text"/>
POOL	<input type="text"/>	<input type="text"/>
POOL EQUIPMENT	<input type="text"/>	<input type="text"/>
HURRICANE SHUTTERS	<input type="text"/>	<input type="text"/>
KEY FEATURES	<input type="text"/>	<input type="text"/>

Seller's Property Disclosure – Residential



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

Notice to Seller: Florida law¹ requires a **Seller** of a home to disclose to the **Buyer** all known facts that materially affect the value of the property being sold and that are not readily observable or known by the **Buyer**. This disclosure form is designed to help you comply with the law. However, this disclosure form may not address every significant issue that is unique to the Property. You should think about what you would want to know if you were buying the Property today; and if you need more space for additional information, comments, or explanations, check the Paragraph 12 checkbox and attach an addendum.

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

Seller makes the following disclosure regarding the property described as: _____ (the "Property")

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

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

¹ Johnson v. Davis, 480 So.2d 625 (Fla. 1985).

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

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
8. Homeowners' Association Restrictions; Boundaries; Access Roads			
(a) Is membership in a homeowner's association mandatory or do any covenants, conditions or restrictions (CCRs) affect the Property? (CCRs include deed restrictions, restrictive covenants and declaration of covenants.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Notice to Buyer: If yes, you should read the association's official records and/or the CCRs before making an offer to purchase. These documents contain information on significant matters, such as recurring dues or fees; special assessments; capital contributions, penalties; and architectural, building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.			
(b) Are there any proposed changes to any of the restrictions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Are any driveways, walls, fences, or other features shared with adjoining landowners?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Are there boundary line disputes or easements affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Are you aware of any existing, pending or proposed legal or administrative action affecting homeowner's association common areas (such as clubhouse, pools, tennis courts or other areas)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, is there a right of entry? <input type="checkbox"/> yes <input type="checkbox"/> no			
(h) Are access roads <input type="checkbox"/> private <input type="checkbox"/> public? If private, describe the terms and conditions of the maintenance agreement: _____			

(i) If any answer to questions 8(a) - 8(g) is yes, please explain: _____			

9. Environmental			
(a) Was the Property built before 1978?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, please see Lead-Based Paint Disclosure.			
(b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine contamination; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) If any answer to questions 9(b) - 9(d) is yes, please explain: _____			

10. Governmental, Claims and Litigation			
(a) Are there any existing, pending or proposed legal or administrative claims affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Is the Property subject to any Property Assessed Clean Energy (PACE) assessment per Section 163.08, Florida Statutes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Are you aware of the Property ever having been, or is it currently, subject to litigation or claim, including but not limited to, defective building products, construction defects and/or title problems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Have you ever had any claims filed against your homeowner's Insurance policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| (f) Are there any zoning violations or nonconforming uses? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (g) Are there any zoning restrictions affecting improvements or replacement of the Property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (h) Do any zoning, land use or administrative regulations conflict with the existing use of the Property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (i) Do any restrictions, other than association or flood area requirements, affect improvements or replacement of the Property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (j) Are any improvements located below the base flood elevation? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (k) Have any improvements been constructed in violation of applicable local flood guidelines? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (l) Have any improvements to the Property, whether by your or by others, been constructed in violation of building codes or without necessary permits? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (m) Are there any active permits on the Property that have not been closed by a final inspection? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (n) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental and safety codes, restrictions or requirements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (o) If any answer to questions 10(a) - 10(n) is yes, please explain: _____ | | | |

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

- (a) Is the Seller subject to FIRPTA withholding per Section 1445 of the Internal Revenue Code? ☐ ☐ ☐
- If yes, Buyer and Seller should seek legal and tax advice regarding compliance.**

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

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

Seller:	<div style="border: 1px solid black; width: 250px; height: 20px; display: inline-block;"></div> / _____	Date: _____
	(signature) (print)	
Seller:	<div style="border: 1px solid black; width: 250px; height: 20px; display: inline-block;"></div> / _____	Date: _____
	(signature) (print)	

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

Buyer:	<div style="border: 1px solid black; width: 250px; height: 20px; display: inline-block;"></div> / _____	Date: _____
	(signature) (print)	
Buyer:	<div style="border: 1px solid black; width: 250px; height: 20px; display: inline-block;"></div> / _____	Date: _____
	(signature) (print)	

Seller's Update

Instructions to Seller: If the information set forth in this disclosure statement becomes inaccurate or incorrect, you must promptly notify **Buyer**. Please review the questions and your answers. Use the space below to make corrections and provide additional information, if necessary. Then acknowledge that the information is accurate as of date signed below.

Seller represents that the information provided on this form and any attachments is accurate and complete to the best of **Seller's** knowledge on the date signed by **Seller**.

Seller: _____ Date: _____
(signature) (print)

Seller: _____ Date: _____
(signature) (print)

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

Buyer: _____ Date: _____
(signature) (print)

Buyer: _____ Date: _____
(signature) (print)

Cost to Own

UTILITIES

	COMPANY	COST	PICK UP DAY(S)
ELECTRIC			
WATER			
GAS			
TRASH			
RECYCLING			
CABLE			
INTERNET			

SERVICES

	COMPANY	COST	FREQUENCY
LAWN MAINTENANCE			
POOL MAINTENANCE			
PEST CONTROL			

TERMITE BOND

Is there an active termite bond on the property?

☐ Yes

☐ No

Is the bond transferable?

☐ Yes

☐ No

☐ Not Sure

Company Name: _____