Comprehensive Rider to the **Residential Contract For Sale And Purchase**



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

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contractors of the Vinaya K. Gavini and Vijaya K. Gavini Joint Revocable (SELLER)	
and(BUYER	₹)
concerning the Property described as 258 GOLDEN GATE PT #401, SARASOTA, FL 34236	
JNIT 401, MAJESTIC BAY	
Buyer's Initials Seller's Initials VG	
A. CONDOMINIUM RIDER	
1. CONDOMINIUM ASSOCIATION APPROVAL: The Association's approval of Buyer (CHECK ONE): ☑ is ☐ is not required. If approval is required, this Contract is contingent upon Buyer being approved by the Association no later than	er er ed
 (a) The Association (CHECK ONE): ☐ has ☑ does not have a right of first refusal ("Right"). If the Association had a Right, this Contract is contingent upon the Association, within the time permitted for the exercise of such Right either providing written confirmation to Buyer that the Association is not exercising that Right, or failing to timel exercise such Right pursuant to the terms of the Declaration of Condominium ("Declaration", which reference includes all amendments thereto). (b) The members of the Association (CHECK ONE): ☐ have ☑ do not have a Right. If the members do have Right, this Contract is contingent upon the members, within the time permitted for the exercise of such Right either providing written confirmation to Buyer that the members are not exercising that Right, or failing to timel exercise such Right pursuant to the terms of the Declaration. (c) Buyer and Seller shall, within	it, ly e a it, ly er to ne it it.
3. FEES; ASSESSMENTS; PRORATIONS; LITIGATION: (a) Condominium Association assessment(s) and Rents: Seller represents that the current Association assessment(s) installments is/are \$ 4,475,00 payable (CHECK ONE): monthly quarterly semi-annually annually and if more than one Association assessment \$ payable (CHECK ONE): monthly quarterly semi-annually annually and the current rent on recreation areas, if any, is payable (CHECK ONE): monthly quarterly semi-annually annually	n

A. CONDOMINIUM RIDER (CONTINUED)

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

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

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

	166	5 .
(c)		ecial Assessments and Prorations: Seller represents that Seller is not aware of any special or other assessment that has been levied by the Association or that has been an item on the agenda, or reported in the minutes, of the Association within twelve (12) months prior to Effective Date, ("pending") except as follows:
(d)	(iii) (iv) (v) (vi) Liti	If special assessments levied or pending exist as of the Effective Date are disclosed above by Seller and may be paid in installments (CHECK ONE): Buyer Seller (if left blank, then Buyer) shall pay installments due after Closing Date. If Seller is checked, Seller shall pay the assessment in full prior to or at the time of Closing. If special assessments levied or pending exist as of the Effective Date and have not been disclosed above by Seller, then Seller shall pay such assessments in full at the time of Closing. If, after Effective Date, the Association imposes a special assessment for improvements, work or services, which was not pending as of the Effective Date, then Seller shall pay all amounts due before Closing Date and Buyer shall pay all amounts due after Closing Date. A special assessment shall be deemed levied for purposes of this paragraph on the date when the assessment has been approved as required for enforcement pursuant to Florida law and the condominium documents listed in Paragraph 5. Association assets and liabilities, including Association reserve accounts, shall not be prorated. gation: Seller represents that Seller is not aware of pending or anticipated litigation affecting the Property or the namon elements, if any, except as follows:
lf, hai	purs ndra	KLER SYSTEM RETROFIT: uant to Sections 718.112(2)(I), F.S., the Association has voted to forego retrofitting its fire sprinkler system or ils and guardrails for the condominium units, then prior to Closing Seller shall furnish to Buyer the written notice ociation's vote to forego such retrofitting.
		DEVELOPER DISCLOSURE: K ONE):
	(a) IE D ID I FOR	THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF ECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL MATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT MORE THAN 3 DAYS, JDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.
IN.	(b) TEN	THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S TION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS,

AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND

Page 2 of 3 A. CONDOMINIUM RIDER

4.

5.

(SEE CONTINUATION)

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

6.	BUYER'S REQUEST FOR DOCUMENTS: Buyer is entitled, at Seller's expense, to current copies of the condominium documents specified in Paragraph 5, above. Buyer (CHECK ONE): requests does not request a current copy of the documents specified in Paragraph 5, above. If this Contract does not close, Buyer shall immediately return the documents to Seller or reimburse Seller for the cost of the documents.
7.	BUYER'S RECEIPT OF DOCUMENTS: (COMPLETE AND CHECK ONLY IF CORRECT) Buyer received the documents described in Paragraph 5, above, on
	COMMON ELEMENTS; PARKING: The Property includes the unit being purchased and an undivided interest in the common elements and appurtenant limited common elements of the condominium, as specified in the Declaration. Seller's right and interest in or to the use of the following parking space(s), garage, and other areas are included in the sale of the Property and shall be assigned to Buyer at Closing, subject to the Declaration: Parking Space(s) # POS Garage # Gol Other: Storage unit - South Slips Post Sl
	INSPECTIONS AND REPAIRS:

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

10. GOVERNANCE FORM:

PURSUANT TO CHAPTER 718, FLORIDA STATUTES, BUYER IS ENTITLED TO RECEIVE FROM SELLER A COPY OF THE GOVERNANCE FORM IN THE FORMAT PROVIDED BY THE DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES AND MOBILE HOMES OF THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, SUMMARIZING THE GOVERNANCE OF THE CONDOMINIUM ASSOCIATION.



SELLER'S REAL PROPERTY DISCLOSURE STATEMENT

SELLER(S) NAME(S): VINAYA K. GAVINI and VIJAYA L. GAVINI as Co-Trustess of the Vinaya K. Gavini and Vijaya L. Gavini Joint Revocable Trust dated 11/19/2019 ("Seller")

PROPERTY ADDRESS: 258 GOLDEN GATE PT #401, SARASOTA, FL 34236

('Property")

IMPORTANT NOTICE TO SELLER AND BUYER

Florida law requires sellers of residential real estate to disclose to a buyer all known facts that materially affect the value or desirability of the property being sold that are not readily observable by, or known to, the buyer. This Disclosure Statement is designed to assist the seller in complying with those disclosure requirements and to assist the buyer in evaluating the Property. The listing real estate broker, the selling real estate broker and their respective representatives (collectively, "Brokers") will also rely upon this information when they evaluate, market and present the Property to prospective buyers.

This is a disclosure of seller's knowledge of the condition of the property as of the date signed by seller and is not a substitute for any inspections or warranties that buyer may wish to obtain. Buyer agrees that the information contained below is not a warranty or representation of any kind by the Brokers (none of whom have made any independent verification of the information contained herein) and buyer agrees not to rely on it as such. By signing below, buyer agrees to hold Brokers harmless from any non-disclosure, omission, or misrepresentation of seller or any other party.

	-	OUD AND Y	YES	NO	UNKNOWN
7.		CUPANCY Do you reside in the Property? If not, when did you last?	Ħ		
	1 1	Is the Property currently leased? If YES, when will the lease expire?	. 🖂	H	
2.		ND CONDITIONS		i i	
		Is there any fill or expansive soil on the Property?			W.
		Are you aware of any existing or prior sinkholes, sliding, settling, earth movement or earth	ă	Z)	سو
		stability problems on the Property or adjoining properties?	_		
		Has any insurance company paid any amounts on a claim relating to a sinkhole affecting the Property?			I
	(d)	If your answer to (c) is "YES", were the full amounts of the proceeds utilized to repair the sinkhole damage? (Seller responses to (c) and (d) required by §627.7073(c), Florida Statutes).			
	(e)	Is the Property located in a flood zone or wetlands area?			P.C
	(f)	Are you aware of any existing or prior drainage or flood problems affecting the Property or			\Box
	(~\	adjoining properties?			,
	(g)	If any of your answers in (a) – (f) above are "YES", explain in detail:	i		
		Is the Property partially or totally seaward of the Coastal Construction Control Line?			
	2,21	Does your lender require you to maintain flood insurance?		X	
3.		ED RESTRICTIONS / BOUNDARIES	_	-	_
		Are there any deed restrictions, covenants, or declarations affecting the Property?		×	
	, ,	Are any driveways, walls, fences, or other features shared with adjoining property owners?		X	
	(C)	Have any surface rights, as defined by section 689.23(3)(b), Florida Statutes, or rights of entry been severed or retained from the Property by a third party or prior owner/developer?		V	
	(d)	Are there any encroachments, boundary disputes, or easements on or affecting the Property?		Y	
		If any of your answers in (a) – (d) above are "YES", explain in detail:			_
			-		
4.		RUCTURAL ITEMS Is there now, or has there been in the past, any movement, shifting, deterioration or other		X	
	(a)	problems with the walls or foundations?	ш	129	ш
	(b)	Have you ever filed an insurance or manufacturer's claim for defective or damaged construction		文	
	, .	materials?	-		
	(c)	Are there now, or have there been in the past, any structural cracks or flaws in the walls, floors, or foundations?		XI	
		Are there any defects or problems with driveways, walkways, patios, or retaining walls?		X	
	(e)	If any of your answers in (a) – (d) above are "YES", explain in detail:	, 🗆		
		L	1		

			YES	NO	UNKNOWN
5.	ADD	DITIONS / REMODELS	67		
		Have there been any additions, structural changes, or other alterations made to the Property? If your answer to (a) is "YES", were all necessary permits / approvals obtained and was all work	区区		
		done in compliance with the applicable zoning and building codes?			ш
		If your answer to (b) is "NO", explain in detail:			
		PURCHASE INCLUDES EXISTING NUMBER OF WINDOW AND DOOR SCREENS. SCREENS ARE "AS IS".	_	_	_
		Are any improvements built below the base flood elevation level?		X	
		Do any improvements violate applicable local, state or federal flood regulations or guidelines?		N	
	(T)	If your answer to either (d) or (e) above is "YES", explain in detail:			
6.	ELE	CTRICAL SYSTEMS		_	
		Is there knob and tube wiring on the Property?			
	(b)	Is there aluminum wiring on the Property other than the primary service line?			
		Are there any problems or conditions that affect the operation or desirability of the electrical wiring or systems? If "YES", explain in detail:	ш	L	Ш
7.	HE	ATING AND AIR CONDITIONING (check all that apply)			
		Air Conditioning: Central Gas Window			
		Heating: Matural Gas Other Oth			
		Water Heating: Electric Gas Solar Other			
		Is each item checked above in good working order (i.e., operating in the manner that it was	×		
	(•)	intended to operate)? If "NO", explain in detail: PURCHASE INCLUDES EXISTING NUMBER OF WINDOW AND DOOR SCREENS. SCREENS ARE "AS IS".	_		
•					
8.	(a)	PLIANCES Is each appliance that is being sold with the Property (as agreed to in the contract) in working	X		
	(4)	condition (i.e., operating in the manner that it was intended to operate)?	_	_	
	(b)	If your answer to (a) is "NO", explain in detail:			
٥		Are any of the appliances leased? If "YES" which ones:	. ⊔	ш	
J.		What is your drinking water source? ☑ Public ☐ Private System ☐ Well			
	(b)	If your drinking water is from a well, when was your water last checked for safety and what was			
		the result of the test?	671	-	
	(c)	Do you have a water softener? If "YES" is it: leased owned Are there polybutylene or cast iron wastewater pipes on the Property?	X Z		ä
	(e)	What is the water source for your sprinkler system, if applicable?	-	-	Const
	(f)	What is the type of sewage system: ☑Public Sewer ☐Private Sewer ☐Septic Tank ☐Cesspool			
	(g)	If septic tank or cesspool, when was it last serviced?			
		Is there a sewage or sump pump?	M	ld	
10	. <u>RO</u>	Approximate age: years.			
	(b)	11 11 11 11 11 11 11 11 11 11 11 11 11			2 Condo
		Has the roof been replaced or repaired during your ownership?			1 Condo
	(d)	Have you ever filed an insurance claim or manufacturer's claim for roof defects or damage?			☑ condo
	(e)	Are there any existing problems or defects with the roof or rain gutters?			■ Condo
	(f)	If any of your answers in (b) – (e) above are "YES", explain in detail:	ī		
11		RMITES, WOOD DESTROYING ORGANISMS ("WDO"), RODENTS, PESTS	-		
	(a)	Are there termites or other WDO's (e.g., powder-post beetles, oldhouse borers, wood decaying			
	(h)	fungi), rodents, or pest infestations on or affecting the Property? If your answer to (a) is "YES", is there any existing damage to the Property?			1 Condo
	(c)	The last the		$\overline{\Box}$	
	` '	five years?			
	(d)	If any of your answers in (a) – (c) above are "YES", explain in detail:	5		
					- Coado
	(e)	Is the Property currently under warranty or other coverage by a licensed pest control company?			(Condo
		If "YES", state the name of the company:	-		
	(f)				~ Condo
	(g)	Is the warranty transferable to the Buyer? (If "YES", Buyer should check with warranty company	Ц	ш	1 See Tickion
		for transfer procedures and costs, if any).			A 5500

		<u>YES</u>	NO	UNKNOWN
12.	DOCKS, DAVITS, PIERS AND SEAWALLS (a) Are there any conditions that may affect the desirability, use, or function of any dock, davits, pier	A	X	
	or seawall? If "YES", explain:			
	pier or seawall?			
	(c) If your answer to (b) is "YES", were all appropriate permits and approvals obtained? If "NO", explain:		لسا	
13.	MOLD, ENVIRONMENTAL, AND LEAD BASED PAINT			
	(a) Is there now, or has there been in the past, any:(i) water leakage, intrusion, accumulation, or dampness in or affecting the Property?		X	
	(ii) instances of mold, moisture or dampness in or affecting the Property?(iii) damage to the Property that resulted from any of the conditions identified in (i) or (ii) above?		図	
	(ii) damage to the Property that resulted from any of the conditions identified in (i) of (ii) above: (b) If your answer to (i), (ii) or (iii) above is "YES", explain in detail:		<u> </u>	
				_
	(c) Was the Property built before 1978? (If "YES", Buyer must be provided with a Lead Based Paint Disclosure Statement prior to being bound by a sales contract in compliance with federal law).			
	(d) Are there any environmental hazards or contaminants on or affecting the Property including, but not limited to: lead based paint, formaldehyde, asbestos, radon gas, PCB's, methamphetamine contamination, defective or contaminated drywall, contaminated soil or water, active or abandoned		这	
	storage tanks (fuel, propane or chemical)? (e) Has the Property been tested for any of the items listed in (d) above? If "YES", explain in detail:		区	
	(f) Have there been any repairs made or other corrective or remedial measures undertaken as a result of the matters identified in (a) – (e) above? If "YES", explain in detail:		Z	
		_		_
	(g) Are there any archeological sites, mangroves or other environmentally sensitive or protected areas located on the Property? If "YES", explain in detail:		×	
14.	POOLS; HOT TUBS; SPAS	F		
	Notice to Buyer and Seller The Florida Residential Swimming Pool Safety Act ("Act") requires a "swimming pool" with a certificate of completion on or after October 1, 2000, to have at least one safety feature specified in §515.27(1) of the Act. The Act defines a "swimming pool" as "any structure, located in a residential area, that is intended for swimming or recreational bathing and contains water over 24" deep including, but not limited to, in-ground, aboveground, and on-ground swimming pools; hot tubs; and nonportable spas." (a) If the Property has a "swimming pool" as defined by the Act, does it comply with the Act?	_	<u></u>	Kesral
	(b) Has any in-ground pool, hot tub or spa on the Property been demolished and/or filled?(c) Are there any structural or other defects with the pool, hot tub, spa or related equipment? If "YES", explain in detail.			2000de
15.	HOMEOWNERS' ASSOCIATION	e		
	Notice to Buyer If the Property is governed by a homeowner's association, Buyer should read the association's official records, by-laws, restrictions, covenants and declarations prior to making an offer. These documents may include information on matters such as the association's financial condition, recurring dues or fees, periodic and/or special assessments, capital contributions, penalties; restrictions on construction, architectural modifications, landscaping, parking, vehicles, pets, resale, leasing and other matters. Buyer should also ask if there are any proposed changes or assessments being considered.			
	(a) Is membership in a homeowner's association mandatory?(b) Are there any existing or threatened legal or administrative actions that may affect the association or common areas? If "YES", explain in detail:			
	(c) Are the Property access roads: ☐ association owned OR ☑ publicly owned (e.g., city, county)?	-		
16.	Are you aware of any existing conditions or proposed changes in the immediate neighborhood that may materially affect the value or desirability of the Property such as noise or other nuisances, electric or magnetic field levels, or threat of condemnation? If "YES", explain in detail:		X	

		YES	NO	UNKNOWN					
	FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA") Is the owner of the Property a "foreign person" (i.e., foreign individual or foreign corporation that has not made an election under §897(i) of the Internal Revenue Service Code to be treated as a domestic corporation, or foreign partnership, trust or estate) subject to FIRPTA withholding under §1445 of the IRS Code? (If your answer is "YES", Buyer and Seller are advised to consult with appropriate tax and legal professionals regarding any tax and withholding obligations).		X						
18.	(a) Are there any existing or threatened legal actions affecting the Property (including, but not limited		×						
	to, any unrecorded liens)? (b) Are there any violations of any laws or regulations relating to the Property (e.g., zoning or code		X						
	 violations, nonconforming uses, setback violations)? (c) Have you ever had any claims filed against your homeowner's insurance policy? (d) Are there any potential zoning, code, or road changes that may affect the Property? (e) Are there any other conditions that have not been disclosed in this Disclosure Statement that may materially affect the value or desirability of the Property that are not readily observable to a buyer? (f) If any answer to (a) – (e) above is "YES", explain in detail: 			Conclo					
	(g) Is there an existing home warranty in place?		X						
	(h) Does the warranty automatically transfer to the buyer?		X						
ACKNOWLEDGMENT OF SELLER Seller acknowledges that (a) seller, and not the Brokers, has filled out this Disclosure Statement and that seller is not relying on the Brokers for any of the information contained herein, (b) the information in this Disclosure Statement is accurate and information that the formation has becomes inaccurate or									
ince	nplete, and (c) seller agrees to notify the listing broker <u>in writing</u> immediately if any information omplete in any way with the passage of time. Seller authorizes the Brokers to provide this information in the passage of time.	nation to	prospe	ective buyers.					
Sel	ler: Column /DR. VINAYA GAVINI (print name)	Date:	31	24/202					
Sel	ller: Oijoy Gami /VIJAYA GAVINI VIJAYA GAVINI (print name)	Date:	03	-24-2021					
	ACKNOWLEDGMENT OF BUYER								
to cornot Dis wri	yer acknowledges and represents that (a) buyer has been advised to have the Property examine valuate its condition and to investigate every aspect that may be important to buyer, (b) the nduct such professional inspections or to inspect or detect physical defects in or affecting the Fit undertaken any independent investigation to verify the accuracy or completeness of the sclosure Statement, (d) if there are any blank or incomplete responses that are important to be litten responses or a corrected Disclosure Statement from the seller prior to signing below, (e) buy latement with partial or incomplete answers shall constitute buyer's knowing and voluntary wait the Brokers in any way related to such information, and (f) seller will not be obligated to repair or less agreed to in the sales contract.	Property, informat ouyer, buyer, buyer's sign	(c) the ion cor againgt the ion cor against the ion corrections of the ion control in the	Brokers have htained in this rees to obtain this Disclosure hs against any					
Bu	yer:///////_	_ Date:							
	(signature) (print name)	Doto							
_		Date:							

(print name)

Buyer:

(signature)