

# Seller's Real Property Disclosure Statement



**SELLER(S) NAME(S):** DEBRA S VAN TREASE

("Seller")

**Property Address:** 842 MOLLY CIRCLE SARASOTA, FL 34232

## 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 and selling real estate brokers 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 conditions below 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.

### 1. OCCUPANCY

- (a) Do you reside in the Property? If not, when did you last? \_\_\_\_\_
- (b) Is the Property Currently leased? If "YES", when does the lease expire? \_\_\_\_\_
- (c) If your answers to (a) and (b) are no, is the Property Vacant? If YES, explain in detail who occupies the Property and what rights, if any, they may have to continue to occupy the Property if it is sold

**YES** **NO** **UNKNOWN**

☒ ☐ ☒

### 2. LAND CONDITIONS

- (a) Is there any fill or expansive soil on the Property? \_\_\_\_\_
- (b) Are you aware of any existing or prior sinkholes, sliding, settling, earth movement or earth stability problems on the Property of adjoining properties? \_\_\_\_\_
- (c) Has any insurance company paid any amounts on a claim relating to a sinkhole affecting the Property? \_\_\_\_\_
- (d) If your answer to (c) is "YES", where 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). *N/A*
- (e) Is the Property (or any part thereof) located in a flood zone or wetlands area? \_\_\_\_\_
- (f) Are you aware of any existing or prior drainage or flood zone problems affecting the Property or adjoining properties? \_\_\_\_\_
- (g) If any of your answers in (a) – (f) above are "YES", explain in detail \_\_\_\_\_

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### 3. DEED RESTRICTIONS / BOUNDARIES

- (a) Are there any deed restrictions, covenants, or declarations (including, but not limited to, rental or pet restrictions) affecting the Property? \_\_\_\_\_
- (b) Are any driveways, walls, fences, or other features shared with adjoining property owners? ☒
- (c) Have any surface rights, as defined by section 689.29(3)(b), Florida Statutes, or rights of entry been severed or retained from the Property by a third party or prior owner/developer? ☒
- (d) Are there any encroachments, boundary disputes, or easements on or affecting the Property? ☒
- (e) If any of your answers in (a) – (d) above are "YES", explain in detail: \_\_\_\_\_

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*Side fence on both sides owned by neighbors  
Back fence, both gates & partial side fence are  
owned by me.*

	YES	NO	UNKNOWN
<b>4. STRUCTURAL ITEMS</b>			
(a) Is there now, or has there been in the past, any movement, shifting, deteriorations or other problems with the walls or foundations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Have you ever filed an insurance or manufacturer's claim for defective or damaged construction materials?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Are there now, or have there been in the past, any structural cracks or flaws in the walls, floors, or foundations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Are there any defects or problems with driveways, walkways, patios, or retaining walls?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) If any of your answers in (a) – (d) above are "YES", explain in detail:	<div></div>		
<b>5. ADDITIONS / REMODELS</b>			
(a) Have there been any additions, structural changes, or other alterations made to the Property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) If your answer to (a) is "YES", were all necessary permits/ approvals obtained and was all work done in compliance with the applicable zoning and building codes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) If your answer to (b) is "NO", explain in detail:	<i>Built back paver patio + walkway. Added glass front door.</i>		
(d) Are any improvements built below the base flood elevation level?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Do any improvements violate applicable local, state or federal flood regulations or guidelines?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) If your answer to either (d) or (e) above is "YES", explain in detail:	<div></div>		
<b>6. ELECTRICAL SYSTEMS</b>			
(a) Is there a knob and tube wiring on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Is there aluminum wiring on the Property other than the primary service line?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Are there any problems or conditions that affect the operation, safety, or desirability of the electrical wiring or systems? If "YES", explain in detail:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<div></div>			
<b>7. HEATING AND AIR CONDITIONING (Check all that apply)</b>			
(a) Air Conditioning: <input checked="" type="checkbox"/> Central Electric <input type="checkbox"/> Central Gas <input type="checkbox"/> Window			
(b) Heating: <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Natural Gas <input type="checkbox"/> Other			
(c) Water Heating: <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Other			
(d) 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:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<div></div>			
<b>8. APPLIANCES</b>			
(a) Is each appliance that is being sold with the Property (as agreed to in the contract) in working condition (i.e., operating in the manner that it was intended to operate)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) If your answer to (a) is "NO", explain in detail:	<div></div>		
(c) Are any of the appliances leased? If "YES" which ones:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<div></div>			
<b>9. PLUMBING RELATED ITEMS</b>			
(a) What is your drinking water source? <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private System <input type="checkbox"/> 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?	<div></div>		
(c) Do you have a water softener? If "YES" is it: <input type="checkbox"/> leased <input type="checkbox"/> owned	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Are there Polybutylene or cast-iron wastewater pipes on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) What is the water source for your sprinkler system, if applicable?	<div></div>		
(f) What is the type of sewage system: <input checked="" type="checkbox"/> Public Sewer <input type="checkbox"/> Private Sewer <input type="checkbox"/> Septic Tank <input type="checkbox"/> Cesspool			
(g) If Septic tank or cesspool, when was it last serviced?	<div></div>		
(h) Is there a sewage or sump pump?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>10. ROOF</b>			
(a) Approximate age: <u>5</u> years			
(b) Has the roof ever leaked or been damaged?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Has the roof been replaced or repaired during your ownership?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	YES	NO	UNKNOWN
(d) Have you ever filed an insurance claim or manufacturer's claim for roof defects or damage?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Are there any existing problems or defects with the roof or rain gutters?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) If any of your answers in (b) – (e) above are "YES", explain in detail:			
<div></div>			
<b>11. TERMITES, WOOD DESTROYING ORGANISMS ("WDO"), RODENTS, PESTS</b>			
(a) Are there termites of other WDO's (e.g., powder-posts beetles, old house borers, wood decaying fungi), rodents, or pest infestations on or affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) If your answer to (a) is "YES", is there any existing damage to the Property? <i>N/A</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Do you know of any termite, WDO or pest control reports or treatments for the Property in the last five years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) If any of your answers in (a) – (c) above are "YES", explain in detail:			
<div></div>			
(e) Is the Property currently under warranty or other coverage by a licensed pest control company? If "YES", state the name of the company:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Does the warranty cover (check all that apply): <input type="checkbox"/> repairs <input type="checkbox"/> treatment <input type="checkbox"/> regular pest control			
(g) Is the warranty transferable to the Buyer? (If "YES", Buyer should check with warranty company for transfer procedures and costs, if any).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>12. DOCKS, DAVITS, PIERS AND SEAWALLS</b>			
(a) Are there any conditions that may affect the desirability, use, or function of any dock, davits, pier or seawall? If "YES", explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Was (is) a governmental permit required for the construction or maintenance of the dock, davits, pier or seawall? <i>N/A</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) If your answer to (b) is "YES", were all appropriate permits and approvals obtained? If "NO", explain: <i>N/A</i>			
<b>13. MOLD, ENVIRONMENTAL, AND LEAD BASED PAINT</b>			
(a) Is there now, or has there been in the past, any:			
(i) water leakage, intrusion, accumulation, or dampness in or affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(ii) instances of mold, moisture or dampness in or affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(iii) damage to the Property that resulted from any of the conditions in (i) or (ii) above?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) If your answer to (i), (ii) or (iii) above is "YES", explain in detail:			
<div></div>			
(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).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(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 storage tanks (fuel, propane or chemical)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Has the Property been tested for any of the items listed above in (d) above? If "YES", explain in detail:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(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: <i>N/A</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<div></div>			
(g) Are there archeological sites, mangroves, or other environmentally sensitive or protected areas located on the Property? If "YES", explain in detail:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<div></div>			
<b>14. POOLS; HOT TUBS; SPAS</b>			
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	YES	NO	UNKNOWN
(b) Has any in-ground pool, hot tub or spa on the Property been demolished and/or filled?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Are any of the following heated? Pool: Yes <input type="checkbox"/> OR No <input type="checkbox"/> Hot Tub/ Spa: Yes <input type="checkbox"/> OR No <input type="checkbox"/>			
(d) Is the pool and hot tub/ spa equipment (including, but not limited to, any heater, vacuum system, chlorinator, or waterfall feature) in good working condition? If "NO", explain in detail:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Is any of the equipment servicing the pool or hot tub/spa leased? If "Yes", explain in detail:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Are there any structural or other defects with the pool, hot tub, spa or related equipment? If "YES", explain in detail:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### 15. HOMEOWNERS' ASSOCIATION

If the Property is governed by a homeowner's association (HOA), Buyer should read the HOA's official records, by-laws, restrictions, covenants and declarations prior to making an offer. These documents may include information on matters such as the HOA's financial condition; any 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 HOA mandatory?

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(b) Are there any existing or threatened legal or administrative actions against the HOA or common areas? If "YES", explain in detail:

(c) Are the Property access roads: ☐ HOA owned OR ☒ publicly owned (e.g., city, county)?

#### 16. NEIGHBORHOOD

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?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
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If "YES", explain in detail:

**Notice to Buyer:** The Florida Department of Law Enforcement maintains a public database of sexual offenders and where they may reside. For more information, or to conduct a search of a particular neighborhood, visit [www.fdle.state.fl.us](http://www.fdle.state.fl.us)

#### 17. 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).

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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#### 18. OTHER MATTERS

(a) Are there any existing or threatened legal actions against the Property (including, but not limited to, any unrecorded liens)?

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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(b) Is the Property subject to any Property Assessed Clean Energy (PACE) assessment pursuant to §163.08, Florida Statutes? If "YES", Seller must provide the buyer with a written disclosure statement at or before the time buyer executes a contract in accordance with to §163.14, F.S.

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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(c) Are there any leased or financed solar panels or equipment on the Property? If "YES", explain in detail:

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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(d) Are there any violations of any laws or regulations relating to the Property (e.g., zoning or code violations, nonconforming uses, setback violations)?

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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(e) Have you ever had any claims filed against your homeowner's insurance policy?

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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(f) Are there any potential zoning, code, or road changes that may affect the Property?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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(g) 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?

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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(h) If any answer to (a) – (g) above is "YES", explain in detail:

(i) Is there an existing home warranty in place?

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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(j) If your answer to (i) is "YES", does the warranty automatically transfer to the buyer?


<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Additional Notes: \_\_\_\_\_

**ACKNOWLEDGMENT OF SELLER**

Seller acknowledges that (a) Seller, and not the Brokers, has filled out this Disclosure 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 complete, and (c) Seller agrees to notify the listing broker in writing immediately if any information becomes inaccurate or incomplete in any way with the passage of time. Seller authorizes the Brokers to provide this information to prospective buyers.

Seller:  (signature) DEBRA S VAN TREASE (print) Date: 4/5/2022

Seller:  (signature) \_\_\_\_\_ (print) Date: \_\_\_\_\_

**ACKNOWLEDGMENT OF BUYER**

By signing below, Buyer acknowledges and represents that (a) Buyer has been advised to (i) personally review the HOA Docs and Meeting Information, if applicable, and (ii) have the property examined by professional inspectors to evaluate its condition and to investigate every aspect that may be important to Buyer, (b) the Brokers are not qualified to conduct such professional inspections or to inspect or detect physical defects in or affecting the property, (c) the Brokers have not undertaken any independent investigation to verify the accuracy or completeness of the information contained in this Disclosure Statement, (d) if there are any blank or incomplete responses that are important to the buyer, buyer agrees to obtain written responses or a corrected Disclosure Statement from the Seller prior to signing below, (e) Buyer's signing of this Disclosure Statement with partial or incomplete answers shall constitute Buyer's knowing and voluntary waiver of any claims against any of the Brokers in any way related to such information, and (f) Seller will not be obligated to repair or correct any item listed above unless agreed to in the sales contract.

Buyer:  (signature) \_\_\_\_\_ (print) Date: \_\_\_\_\_

Buyer:  (signature) \_\_\_\_\_ (print) Date: \_\_\_\_\_

# Comprehensive Rider to the Residential Contract For Sale And Purchase

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



**COLDWELL BANKER**  
**REALTY**

**When initialed by all parties**, the parties acknowledge that the disclosure set forth below was provided to Buyer prior to execution of the Florida Realtors/Florida Bar Residential Contract For Sale and Purchase between the parties and the clauses below will be incorporated therein:

DEBRA S VAN TREASE \_\_\_\_\_ (SELLER)

and \_\_\_\_\_ (BUYER)

concerning the Property described as 842 Molly Circle, Sarasota, FL 34232

LOT 37, WHITAKER PARK

**Buyer's Initials**

**Seller's Initials**

*[Handwritten Signature]*

## B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE

### PART A. DISCLOSURE SUMMARY

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

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

Disclosure Summary For WHITAKER PARK

(Name of Community)

1. AS A BUYER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION ("ASSOCIATION").
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS ("COVENANTS") GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$1,253.00 PER SEMI ANNUALLY. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ PER
4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ PER
7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

DATE

BUYER

DATE

BUYER



## B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE (CONTINUED)

### PART B.

The Property is located in a community with a mandatory homeowners' association or an association that may require the payment of assessments, charges, or impose restrictions on the Property ("Association").

1. **APPROVAL:** The Association's approval of Buyer (**CHECK ONE**): ☐ is ☒ is not required. If Association approval of this transaction or the Buyer is required, this Contract is contingent upon Association approval no later than \_\_\_\_\_ (if left blank, then 5) days prior to Closing. Within \_\_\_\_\_ (if left blank, then 5) days after Effective Date, the Seller shall initiate the approval process with Association. Buyer shall pay application and related fees, as applicable, unless otherwise provided for in Association governing documents or agreed to by the parties. Buyer and Seller shall sign and deliver any documents required by the Association, provide for interviews or personal appearances, if required, and use diligent effort to timely obtain Association approval. If approval is not granted within the stated time period above, Buyer may terminate this Contract, and shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

2. **PAYMENT OF FEES, ASSESSMENTS, AND OTHER ASSOCIATION CHARGES:**

- (a) Buyer shall pay any application, initial contribution, and/or membership or other fees charged by Association pursuant to its governing documents or applicable Florida Statutes. If applicable, the current amount(s) is:

\$.	per	for	to
\$.	per	for	to
\$.	per	for	to
\$.	per	for	to

- (b) If special or other assessments levied by the Association exist as of the Effective Date, or any assessment(s) are levied after the Effective Date and prior to the Closing Date, and are due and payable in full prior to Closing Date, then Seller shall pay all such assessment(s) prior to or at Closing; or, if any such assessment(s) may be paid in installments, then Seller shall pay all installments which are due before Closing Date, prior to or at Closing, and (**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.**
- (c) Seller shall pay, prior to or at Closing, all fines imposed against the Seller or the Property by the Association which exist as of the Closing Date and any fees the Association charges to provide information about the Property, assessment(s) and fees.

**The Association or Management Company to which assessments, special assessments or rent/land use fees are due and payable, is/are:**

SENTRY MANAGEMENT

Contact Person SEPHANIE TIRADO

Phone 941-361-1222

Email \_\_\_\_\_

Contact person \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

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

www. \_\_\_\_\_