

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:

JOSEPH MICHAEL LA HURD (F/B/O), CHRISTINE WILLIAMSON (F/B/O), for LA HURD REAL PROPERTY TRUST dated 6/9/2017 (SELLER)
and _____ (BUYER)

concerning the Property described as 1727 Bahia Vista Street, Sarasota, FL 34239

LOTS 12 & 13 GRAHAM HEIGHTS

Buyer's Initials

Seller's Initials

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

HUDSON BAYOU
(Name of Community)

-voluntary

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 \$ 25 PER year. 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: 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 levied special or other assessments exist as of the Effective Date, or an assessment is levied after the Effective Date and prior to the Closing Date, and any such assessment(s) may be paid in installments, then Seller shall pay all installments due before Closing Date 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.**

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

Contact Person _____ **Contact person** _____
Phone _____ **Email** _____ **Phone** _____ **Email** _____

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



GLOBAL LUXURY

SELLER'S REAL PROPERTY DISCLOSURE STATEMENT

SELLER(S) NAME(S): JOSEPH MICHAEL LA HURD (F/B/O), CHRISTINE WILLIAMSON (F/B/O), for LA HURD REAL PROPERTY TRUST DATED 6/9/2017 ("Seller")

PROPERTY ADDRESS: 1727 Bahia Vista Street, Sarasota, FL 34239 ("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 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.

Form with 4 main sections: 1. OCCUPANCY, 2. LAND CONDITIONS, 3. DEED RESTRICTIONS / BOUNDARIES, 4. STRUCTURAL ITEMS. Each section contains multiple questions with YES, NO, and UNKNOWN checkboxes.

YES NO UNKNOWN

5. ADDITIONS / REMODELS

- (a) Have there been any additions, structural changes, or other alterations made to the Property?
(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?
(c) If your answer to (b) is "NO", explain in detail: PURCHASE INCLUDES EXISTING NUMBER OF WINDOW AND DOOR SCREENS. SCREENS ARE "AS IS".
(d) Are any improvements built below the base flood elevation level?
(e) Do any improvements violate applicable local, state or federal flood regulations or guidelines?
(f) If your answer to either (d) or (e) above is "YES", explain in detail:

Grid of checkboxes for questions 5(a) through 5(f) with handwritten marks.

6. ELECTRICAL SYSTEMS

- (a) Is there knob and tube wiring on the Property?
(b) Is there aluminum wiring on the Property other than the primary service line?
(c) Are there any problems or conditions that affect the operation or desirability of the electrical wiring or systems? If "YES", explain in detail:

Grid of checkboxes for questions 6(a) through 6(c) with handwritten marks.

7. HEATING AND AIR CONDITIONING (check all that apply)

- (a) Air Conditioning: [X] Central Electric [] Central Gas [] Window
(b) Heating: [X] Electric [] Fuel Oil [] Natural Gas [] Other
(c) Water Heating: [X] Electric [X] Gas [] Solar [] 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: PURCHASE INCLUDES EXISTING NUMBER OF WINDOW AND DOOR SCREENS. SCREENS ARE "AS IS".

Grid of checkboxes for questions 7(a) through 7(d) with handwritten marks.

8. APPLIANCES

- (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)?
(b) If your answer to (a) is "NO", explain in detail:
(c) Are any of the appliances leased? If "YES" which ones:

Grid of checkboxes for questions 8(a) through 8(c) with handwritten marks.

9. PLUMBING RELATED ITEMS

- (a) What is your drinking water source? [X] 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?
(c) Do you have a water softener? If "YES" is it: [] leased [] owned
(d) Are there polybutylene or cast iron wastewater pipes on the Property?
(e) What is the water source for your sprinkler system, if applicable? city
(f) What is the type of sewage system: [X] Public Sewer [] Private Sewer [] Septic Tank [] Cesspool
(g) If septic tank or cesspool, when was it last serviced?
(h) Is there a sewage or sump pump?

Grid of checkboxes for questions 9(a) through 9(h) with handwritten marks.

10. ROOF

- (a) Approximate age: 14 years.
(b) Has the roof ever leaked or been damaged?
(c) Has the roof been replaced or repaired during your ownership? LEAK
(d) Have you ever filed an insurance claim or manufacturer's claim for roof defects or damage?
(e) Are there any existing problems or defects with the roof or rain gutters?
(f) If any of your answers in (b) - (e) above are "YES", explain in detail:

Empty rectangular box for explanation of roof issues.

Grid of checkboxes for questions 10(a) through 10(f) with handwritten marks.

11. TERMITES, WOOD DESTROYING ORGANISMS ("WDO"), RODENTS, PESTS

- (a) Are there termites or other WDO's (e.g., powder-post beetles, oldhouse borers, wood decaying fungi), rodents, or pest infestations on or affecting the Property?
(b) If your answer to (a) is "YES", is there any existing damage to the Property?
(c) Do you know of any termite, WDO or pest control reports or treatments for the Property in the last five years?
(d) If any of your answers in (a) - (c) above are "YES", explain in detail:
(e) Is the Property currently under warranty or other coverage by a licensed pest control company? If "YES", state the name of the company: Massey
(f) Does the warranty cover (check all that apply): [] repairs [X] treatment [X] 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).

Empty rectangular box for explanation of pest issues.

Grid of checkboxes for questions 11(a) through 11(g) with handwritten marks.

N/A

YES 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 or seawall? If "YES", explain:
(b) Was (is) a governmental permit required for the construction or maintenance of the dock, davits, pier or seawall?
(c) If your answer to (b) is "YES", were all appropriate permits and approvals obtained? If "NO", explain:

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?
(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?
(b) If your answer to (i), (ii) or (iii) above is "YES", explain in detail:

Leak in Laundry room / Repaired

- (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 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:

- (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:

Leak Identified and repaired

- (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

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?
(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:

15. HOMEOWNERS' ASSOCIATION

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. 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? If "YES", explain in detail:

YES NO UNKNOWN

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).

YES NO UNKNOWN

18. OTHER MATTERS

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

YES NO UNKNOWN

(b) Are there any violations of any laws or regulations relating to the Property (e.g., zoning or code violations, nonconforming uses, setback violations)?

YES NO UNKNOWN

(c) Have you ever had any claims filed against your homeowner's insurance policy?

YES NO UNKNOWN

(d) Are there any potential zoning, code, or road changes that may affect the Property?

YES NO UNKNOWN

(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?

YES NO UNKNOWN

(f) If any answer to (a) – (e) above is "YES", explain in detail: _____

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

YES NO UNKNOWN

(h) Does the warranty automatically transfer to the buyer?

YES NO UNKNOWN

Additional Notes: PURCHASE INCLUDES EXISTING NUMBER OF WINDOW AND DOOR SCREENS. SCREENS ARE "AS IS".

[Empty box for additional notes]

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 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] / JOSEPH MICHAEL LA HURD (F / B / O) Date: 3-18-2021

Seller: [Signature] / CHRISTINE WILLIAMSON (F / B / O) Date: 3-18-2021

ACKNOWLEDGMENT OF BUYER

Buyer acknowledges and represents that (a) buyer has been advised to 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 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] / _____ Date: _____

Buyer: [Signature] / _____ Date: _____