

1639 Jean Lafitte Drive - Boca Grande Isles

Direct access to Gulf and 96' of waterfront to build your luxury coastal retreat!



This artist's rendering is a conceptual illustration of a potential house that could be built on this vacant lot and is provided for visualization purposes only.

*This waterfront opportunity includes
1-story and 2-story conceptual house plans designed by
renowned architectural firm, Stofft Cooney.*

Richard Taylor
Owner/REALTOR
Gulf to Bay Sotheby's

941.258.0036
Rich@SothebysRealty.com

1639 Jean Lafitte Drive
Boca Grande, FL 33921

Vacant Land - Boca Grande Isles
\$4,750,000



Gulf
to Bay

Sotheby's
INTERNATIONAL REALTY



Gulf
to Bay

Sotheby's
INTERNATIONAL REALTY

1639 Jean Lafitte Drive

PROPERTY FEATURES

Lot Information:

- Zoning RS-1 (Single Family Residential-HOA will not permit a Duplex)
- Lot Dimensions: 113' x 129' x 96' x 130'
- Lot size: 12,795.8 sq ft or 0.30 acres
- 96' of waterfront on canal
- Submerged Land in canal is owned by the HOA

Building Setbacks for Future Residence:

- Street: 25 feet
- Sides: 7.5 feet
- Rear (from lot line): 20 feet
- Waterbody: 25 feet

Construction Schedule:

- Nov. 1st – April 30th: 7:30 AM – 5:00 PM Monday through Friday
- May 1st – October 31st: 7:00 AM – 5:00 PM Monday through Saturday (heavy construction only permitted between May-October)
- All year Sunday and Holidays: No exterior work is permitted
- Metal Roofs are permitted (despite statement in Declaration of Restrictions)

Rental Restrictions

- Vacant lots cannot be rented.
- Docks cannot be rented or leased (restricted to use by owners/guests).
- The Declaration of Restrictions does not address the rental of a house. Lee County requires one week minimums. Rentals of at least a month are requested by the HOA.

Pet Restrictions

- Normal domestic pets are welcome (farm animals and exotic species are not allowed).

Boca Grande Isles Property Owner's Association ("HOA"):

- Managed by: Grande Property Services / Tim Freeman
- 3754 Cape Haze Drive, Rotonda West, Florida 33947
- Office: 941.697.9722
www.GrandePropertyServices.com
- HOA Membership is mandatory. Annual Dues \$1,655 / year.
- Annual membership meeting to be held during 1Q of year, typically March (30% of members, in person or by proxy, shall constitute a quorum).
- Fiscal year Jan. 1st – Dec. 31st
- By-Laws can only be amended if at least 80% of the Voting Members and 2/3 of the members of the Board of Directors affirm the vote.

Docks:

Lee County Development Code Section 26-71 Docking Facilities & Boat Ramps:

- No dock, including mooring area, may be permitted or constructed in a natural or artificial waterbody to exceed any of the following lengths: 25 percent of the navigable channel width.
- Setback: Boat lifts and mooring pilings on lots with 65 linear feet of shoreline or greater—No less than ten feet.
- Dock can't be wider than 6' from the seawall.
- Maximum of two boat lifts permitted per property.
- Lift mounted covers or roofs are prohibited.
- Docks must be approved by the Board of Directors.
- All pile driving must occur between May – October

Seller is offering 3% Buyers' Agent Compensation

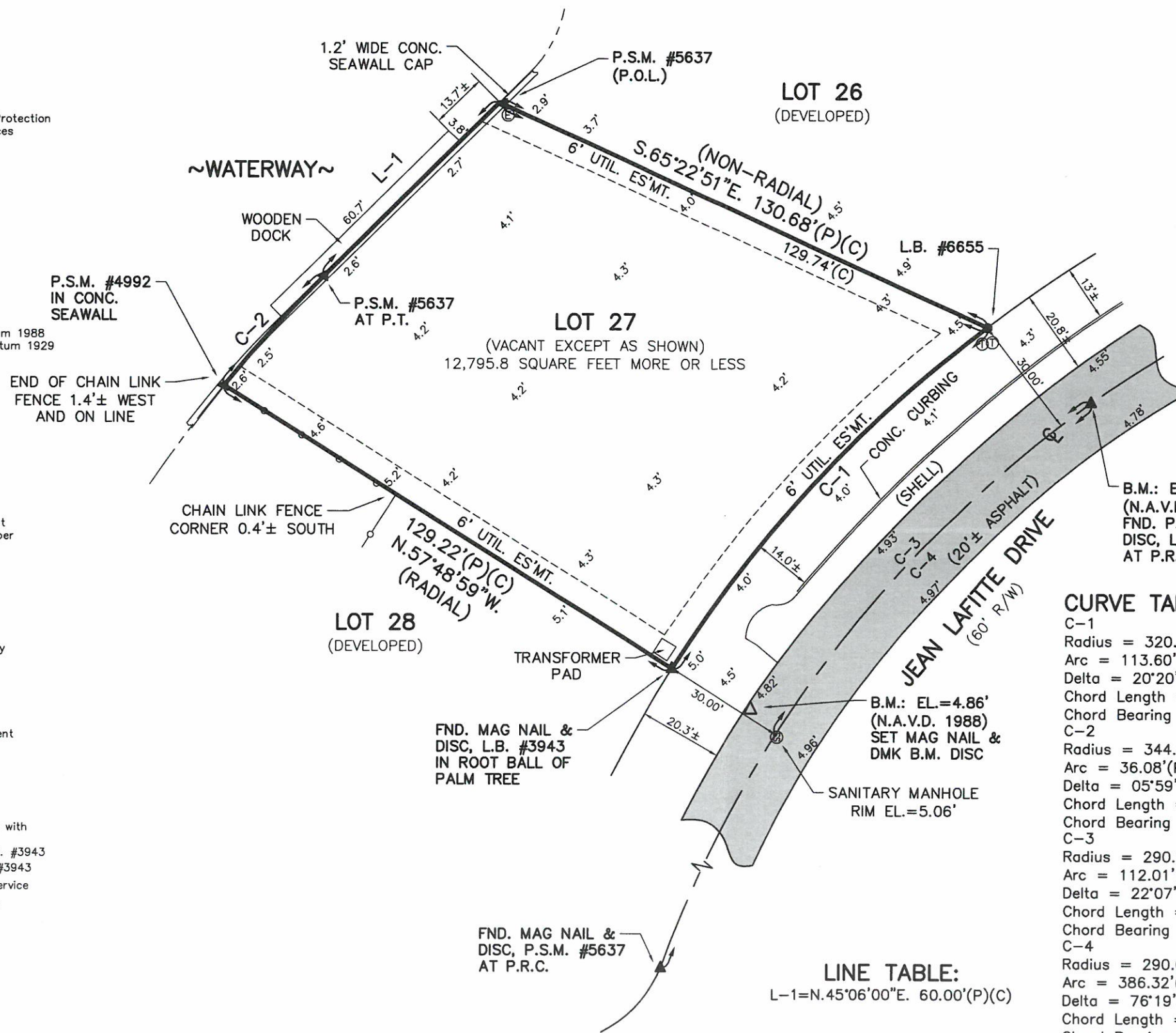
ABBREVIATIONS:

Alum.=Aluminum
 Approx.=Approximate
 B.M.=Bench Mark
 (C)=Calculated data
 C.=Chord dimension
 C.B.=Chord Bearing
 C.M.=Concrete Monument
 Conc.=Concrete
 (D)=Deed data, Description data
 D.E.P.=Department of Environmental Protection
 D.N.R.=Department of Natural Resources
 D.O.T.=Department of Transportation
 Drain.=Drainage
 El.=Elevation
 Es'mt=Easement
 (F)=Field data
 Fin. Fl.=Finished Floor
 Fnd.=Found
 Gar. Fl.=Garage Floor
 Inv.=Invert
 L.B.=Land Surveying Business
 L.S.=Land Surveyor
 (M)=Measured data
 M.H.W.L.=Mean High Water Line
 M.P.=Metal Pipe
 M.R.=Metal Rod
 N.A.V.D.=North American Vertical Datum 1988
 N.G.V.D.=National Geodetic Vertical Datum 1929
 O.R.=Official Records
 (P)=Plat data
 P.C.=Point of Curvature
 P.C.C.=Point of Compound Curvature
 P.C.P.=Permanent Control Point
 P.I.=Point of Intersection
 P.K.=PARKER-KALON
 P.L.S.=Professional Land Surveyor
 P.O.B.=Point of Beginning
 P.O.C.=Point of Commencement
 P.O.L.=Point on Line
 P.O.T.=Point of Terminus
 P.R.C.=Point of Reverse Curvature
 P.R.M.=Permanent Reference Monument
 P.S.M.=Professional Surveyor and Mapper
 P.T.=Point of Tangency
 R/W=Right-of-Way
 S.F.=Square Feet
 Sta.=Station
 Struc.=Structure
 T.B.M.=Temporary Bench Mark
 Typ.=Typical
 (U)=Unrecorded data
 U.S.G.S.=United States Geodetic Survey
 Util.=Utility
 Wit. Cor.=Witness Corner
 WTWY=Waterway
 ☉ =Centerline

LEGEND:

■ = Found 4"x4"Concrete Monument
 (number noted if any)
 ● = Found 5/8" Rebar
 (I.D. noted if any)
 ▲ = Found P.K. Nail and Disc
 (I.D. noted if any)
 ▲ = Spot Elevation
 □ = Set 4"x4"Concrete Monument with
 Cap L.B. #3943
 ○ = Set 5/8" Rebar with Cap L.B. #3943
 △ = Set Mag. Nail and Disc L.B. #3943
 ⊗ = Utility Box (E) = Electric Service
 ⊙ = Utility Pole ⊕ = Light Pole
 ⊞ = Water Meter
 ⊛ = Water Valve
 ⊜ = Fire Hydrant
 ⊝ = Phone Riser
 ⊞ = Backflow Preventer
 —//— = Overhead Utility Line
 —>— = Guy Wire Anchor
 Legend symbols are not to scale
 and are for graphic I.D. only.

SURVEY PURPOSE: CONSTRUCTION



DESCRIPTION:

LOT 27, BOCA GRANDE ISLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 29, PAGES 4 THROUGH 6, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

SURVEYOR'S NOTATIONS:

1. FLOOD ZONE: "AE", (EL.=10') PER FLOOD INSURANCE RATE MAP, COMMUNITY No. 125124, MAP No. 12071C, PANEL No. 0019F, DATED 08/28/2008.
2. ELEVATIONS ARE BASED ON N.A.V.D. 1988.
3. BASE BENCHMARK; N.G.S. BENCHMARK #J 798 2016, (PID #DQ7419) PUBLISHED ELEVATION = 5.24'
4. BEARINGS ARE BASED ON RECORD PLAT DATA, REFERENCED TO THE NORTHERLY LOT LINE OF LOT 27, BEING S.65°22'51"E.
5. ALL DISTANCES AND ELEVATIONS ARE EXPRESSED IN U.S. STANDARD FEET AND DECIMALS THEREOF.

PREPARED FOR THE EXCLUSIVE USE OF:

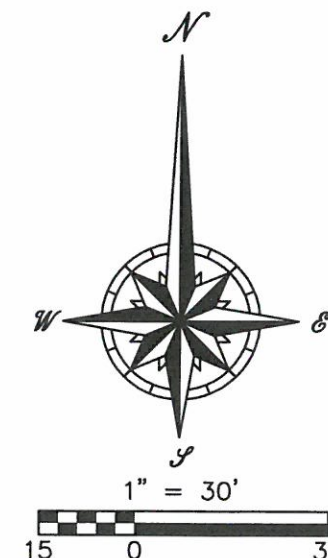
RICHARD S. TAYLOR;
 WIDEIKIS, BENDICT & BERNTSSON, LLC, THE BIG W LAW FIRM.

CURVE TABLE:

C-1
 Radius = 320.00'(P)(C)
 Arc = 113.60'(P)(C)
 Delta = 20°20'21"(P)(C)
 Chord Length = 113.00'(P)(C)
 Chord Bearing = S.42°21'12"W.(C)
 C-2
 Radius = 344.80'(P)(C)
 Arc = 36.08'(P)36.10'(C)
 Delta = 05°59'43"(P) 05°59'53"(C)
 Chord Length = 36.08'(P)(C)
 Chord Bearing = N.42°06'04"E.(C)
 C-3
 Radius = 290.00'(P)(C)
 Arc = 112.01'(P)(C)
 Delta = 22°07'47"(P)(C)
 Chord Length = 111.31'(P)(C)
 Chord Bearing = S.43°14'55"W.(C)
 C-4
 Radius = 290.00'(P)(C)
 Arc = 386.32'(P)(C)
 Delta = 76°19'37"(P)(C)
 Chord Length = 358.39'(C)
 Chord Bearing = N.16°09'00"E.(C)

LINE TABLE:

L-1=N.45°06'00"E. 60.00'(P)(C)



SURVEYOR'S CERTIFICATE:

This sketch of survey represents the results of a field survey prepared under my direction, is true and correct to the best of my knowledge and belief and has only been prepared to comply with standards of practice effective the date of this survey as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.051, Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes. Subject to all notes and notations shown hereon.

DMK ASSOCIATES, INC.

10/20/20

DATE OF FIELD SURVEY

10/28/20

DATE OF SIGNATURE

BY:

WARREN A. MCLEOD
 Professional Surveyor and Mapper
 Florida Licensed Surveyor No. 4855
 Land Surveying Business No. 3943
 File No. 20-0280

DMK ASSOCIATES
 ENGINEERS & SURVEYORS

4315 S. Access Road
 Englewood, FL 34224
 TEL: (941) 475-6596
 FAX: (941) 475-1881

TYPE OF SURVEY: **BOUNDARY & TOPOGRAPHIC**

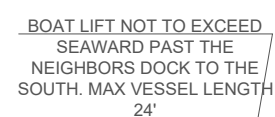
ACCURACY STANDARD: SUBURBAN

JOB NO.:	REVISIONS:	DATE:	FIELD BOOK	PAGE:	DRWN BY:	CHK'D BY:
20-0280		10/23/20	20-11	47-49	TDM	WAM

NOTE: The undersigned and DMK Associates, Inc. do not guarantee or assume any liability for any easements, flood zones, rights-of-way, setbacks, reservations, restrictions, agreements, or similar matters which are not physically visible on-site, shown on record plat, or provided matters of Title. Unless otherwise noted subsurface structures, utilities and jurisdictional wetlands, if any, have not been located. Unless otherwise noted this survey was prepared without benefit of Abstract or commitment of Title. All matters of Title should be referred to an Attorney of Law. No liability will be taken for usage of this survey by any party not specifically named hereon.

NOTE: "Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper". Unless signed by electronic signature per Florida administrative code 5j-17.062. Additions, deletions, or reproductions of this survey is prohibited without the written consent of DMK Associates, Inc.

DMK



115' MANMADE
WATERWAY



INSTALL NEW 10" P.T. MARINE
PILING WITH 8' MIN EMBEDMENT
OR 40% OF EXPOSURE LENGTH
WHICH EVER IS GREATER

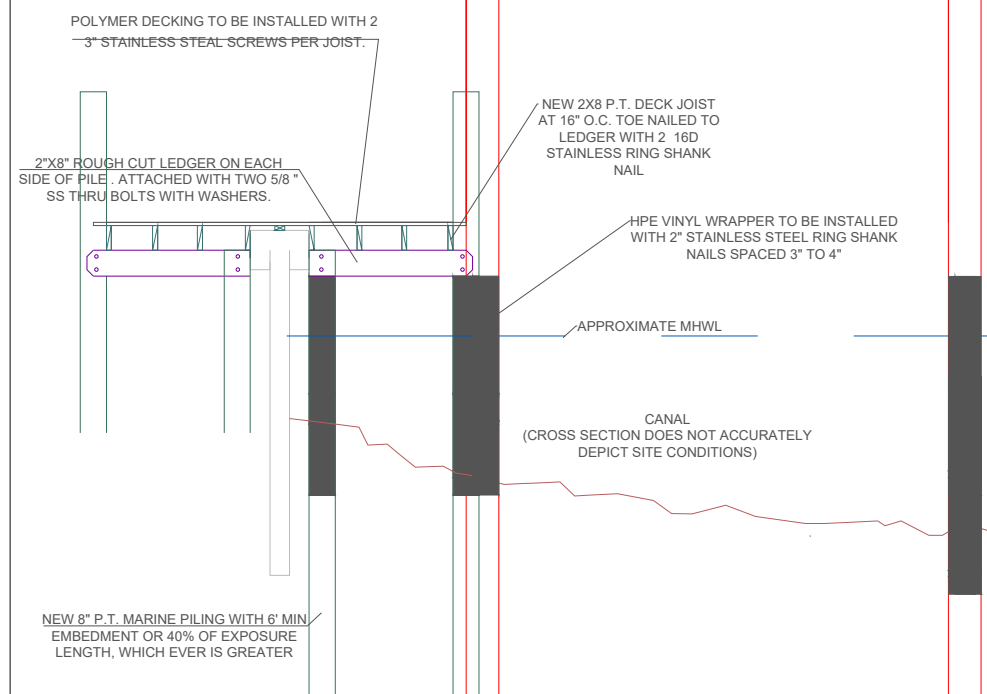
NEW 8" P.T. MARINE PILING
WITH 6' MIN EMBEDMENT OR
40% OF EXPOSURE LENGTH,
WHICH EVER IS GREATER

DOCK TO BE DECKED OVER THE
SEAWALL CAP

DOCK TO BE DECKED OVER THE
SEAWALL CAP

MHWL AT FACE OF SEAWALL

1639 JEAN LAFITTE
ST. BOCA GRANDE,
FL, 33921



2"X8" ROUGH CUT LEDGER ON EACH
SIDE OF PILE . ATTACHED WITH TWO 5/8 "
SS THRU BOLTS WITH WASHERS.

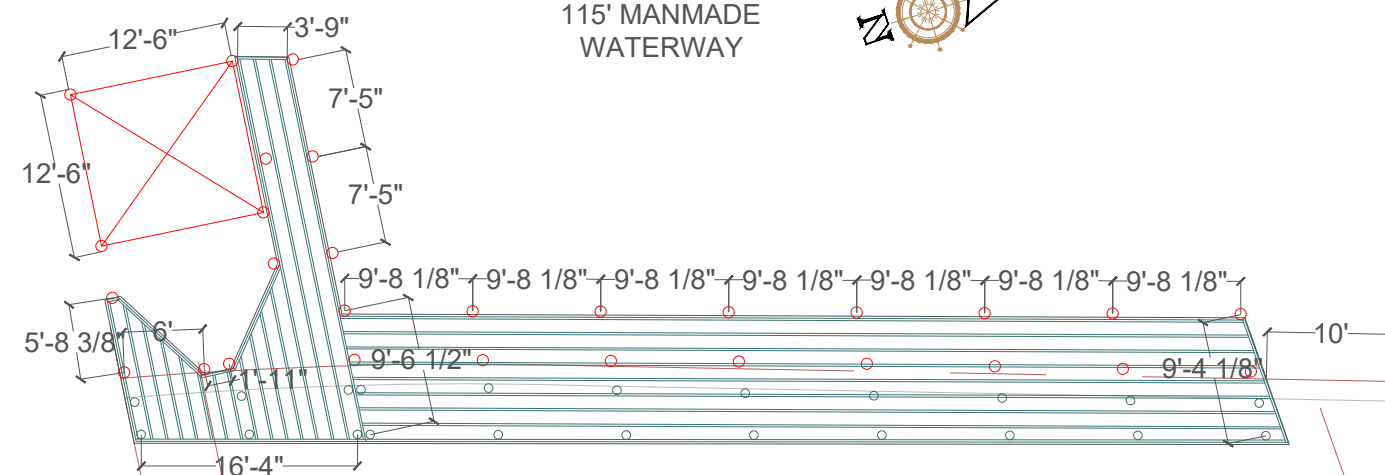
NEW 2X8 P.T. DECK JOIST
AT 16" O.C. TOE NAILED TO
LEDGER WITH 2 16D
STAINLESS RING SHANK
NAIL

HPE VINYL WRAPPER TO BE INSTALLED
WITH 2" STAINLESS STEEL RING SHANK
NAILS SPACED 3" TO 4"

APPROXIMATE MHWL

CANAL
(CROSS SECTION DOES NOT ACCURATELY
DEPICT SITE CONDITIONS)

NEW 8" P.T. MARINE PILING WITH 6' MIN
EMBEDMENT OR 40% OF EXPOSURE
LENGTH, WHICHEVER IS GREATER



DOCK NOTES	
ACCESS STRINGER SPACING	TBD
TERMINAL STRINGER SPACING	TBD
DOCK PILE ABOVE DOCK	40"
BOAT LIFT PILES ABOVE DOCK	7'

VESSEL INFO	
YEAR	2022
MAKE	CAYMAS
MODEL	281 HB
BEAM	9'-4"
BUNKS	CUSTOM
HEIGHT	8'1" OFF WATERLINE
CATWALK	NO

MATERIAL LIST	
8"X12'	12
10"X20'	22
10"X25'	6
10"X30'	4
2"X8" S4S 20'	52
2"X8"ROUGH 20'	15
AZEK 20'	115



Eco Marine Solutions 8501
Placida Rd. unit A2, Cape
Haze, FL, 33946
LICENSE #SCC131151879

RICH TAYLOR 1639 JEAN
LAFITTE ST.BOCA GRANDE, FL,
33921

DOCK / 13K

N/A

DLB

7/14/2023

PAGE# 1

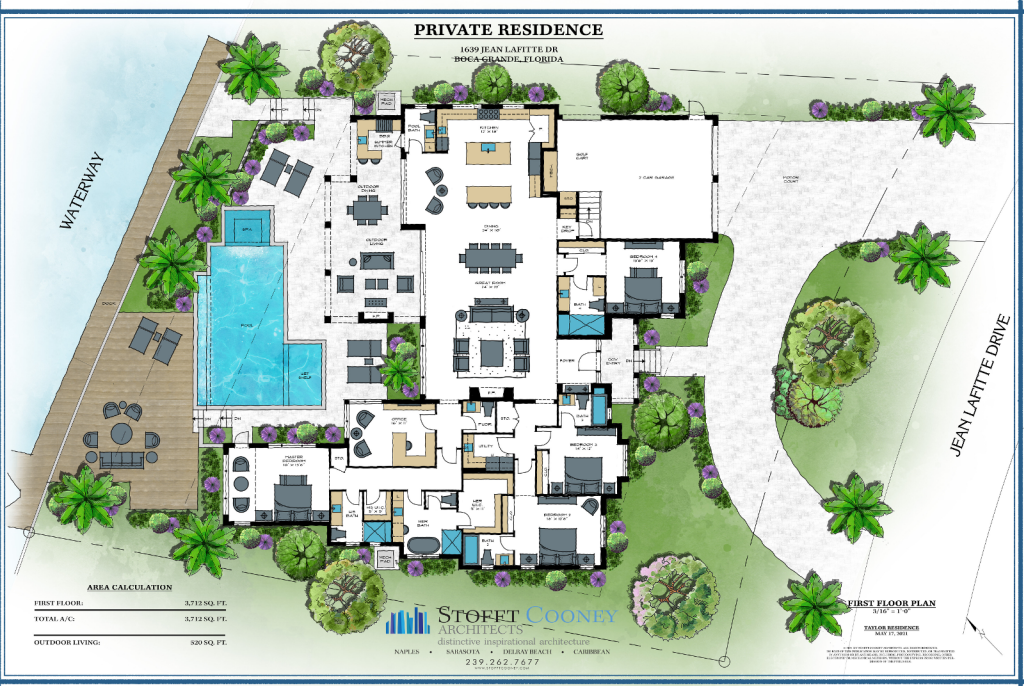
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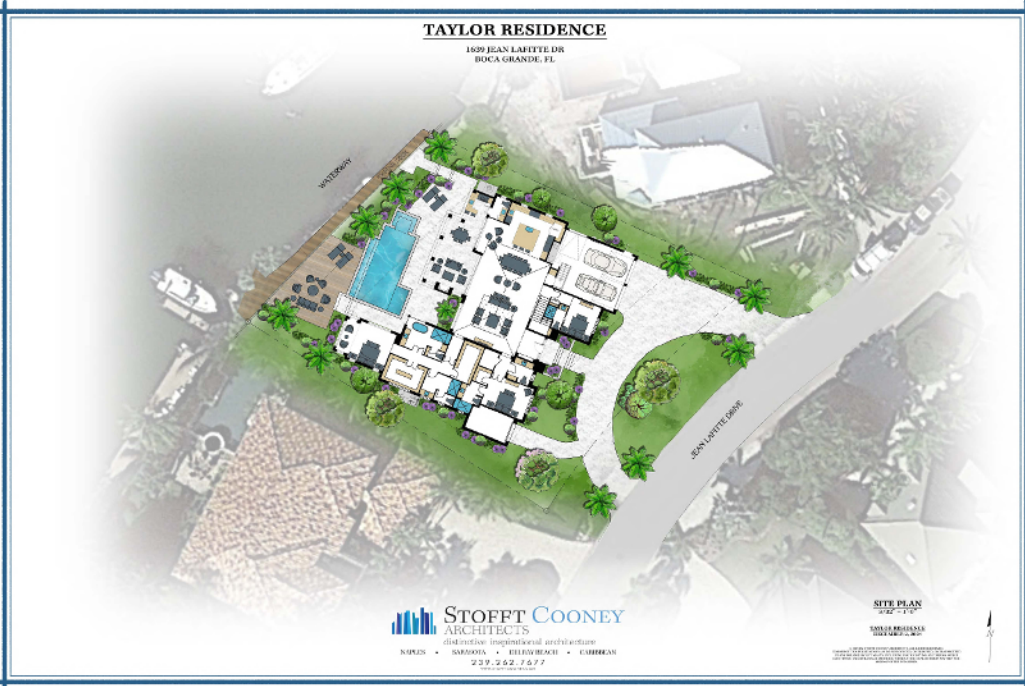
NOTES

Conceptual Rendering 1-Story Residence



This listing is for the vacant lot only. This artist's rendering is a conceptual illustration of a potential house that could be built on this vacant lot and is provided for visualization purposes only.

Conceptual Rendering 2-Story Residence



This listing is for the vacant lot only. This artist's rendering is a conceptual illustration of a potential house that could be built on this vacant lot and is provided for visualization purposes only.

BOCA GRANDE ISLES

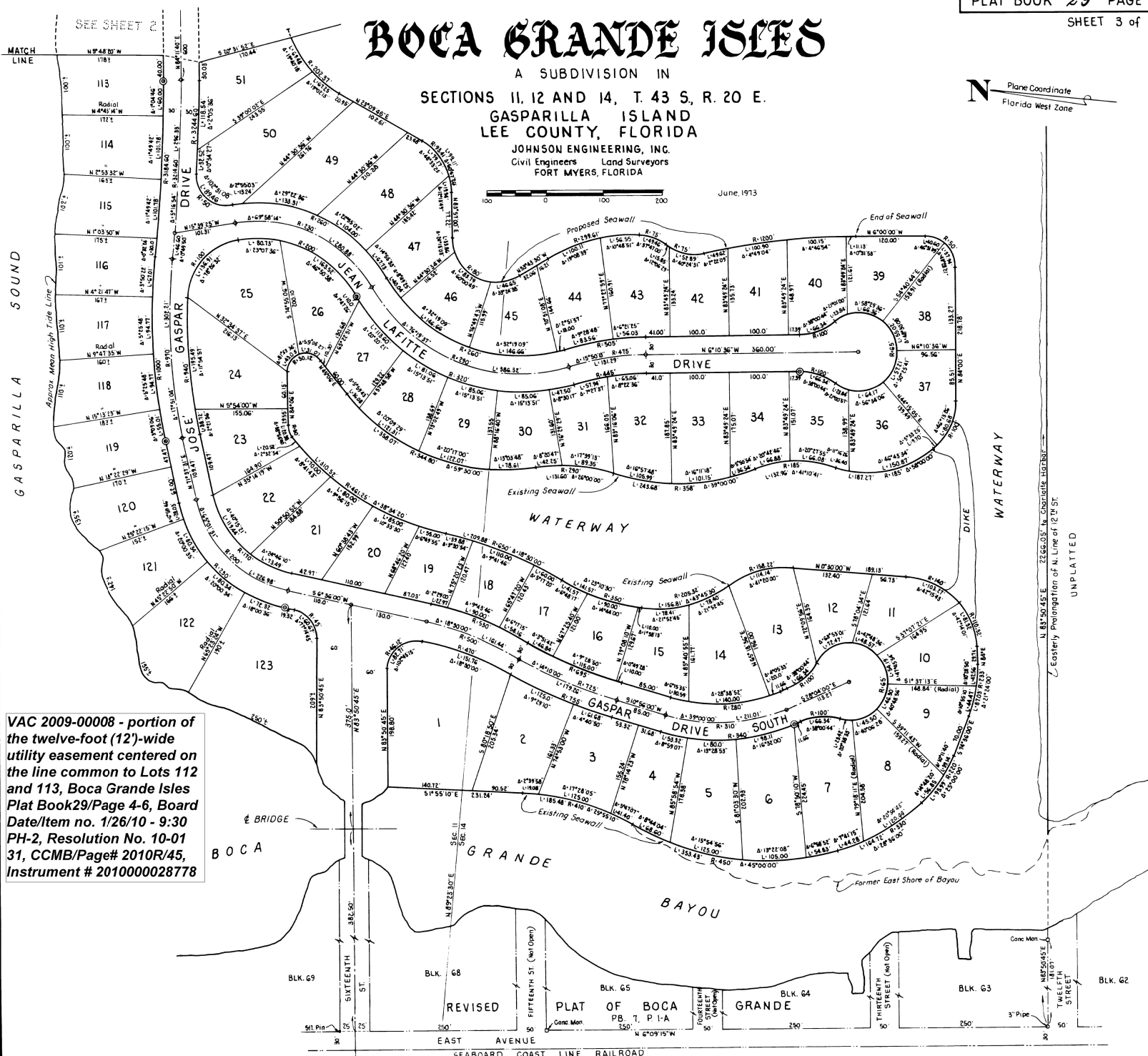
A SUBDIVISION IN
SECTIONS 11, 12 AND 14, T. 43 S, R. 20 E.

GASPARILLA ISLAND
LEE COUNTY, FLORIDA

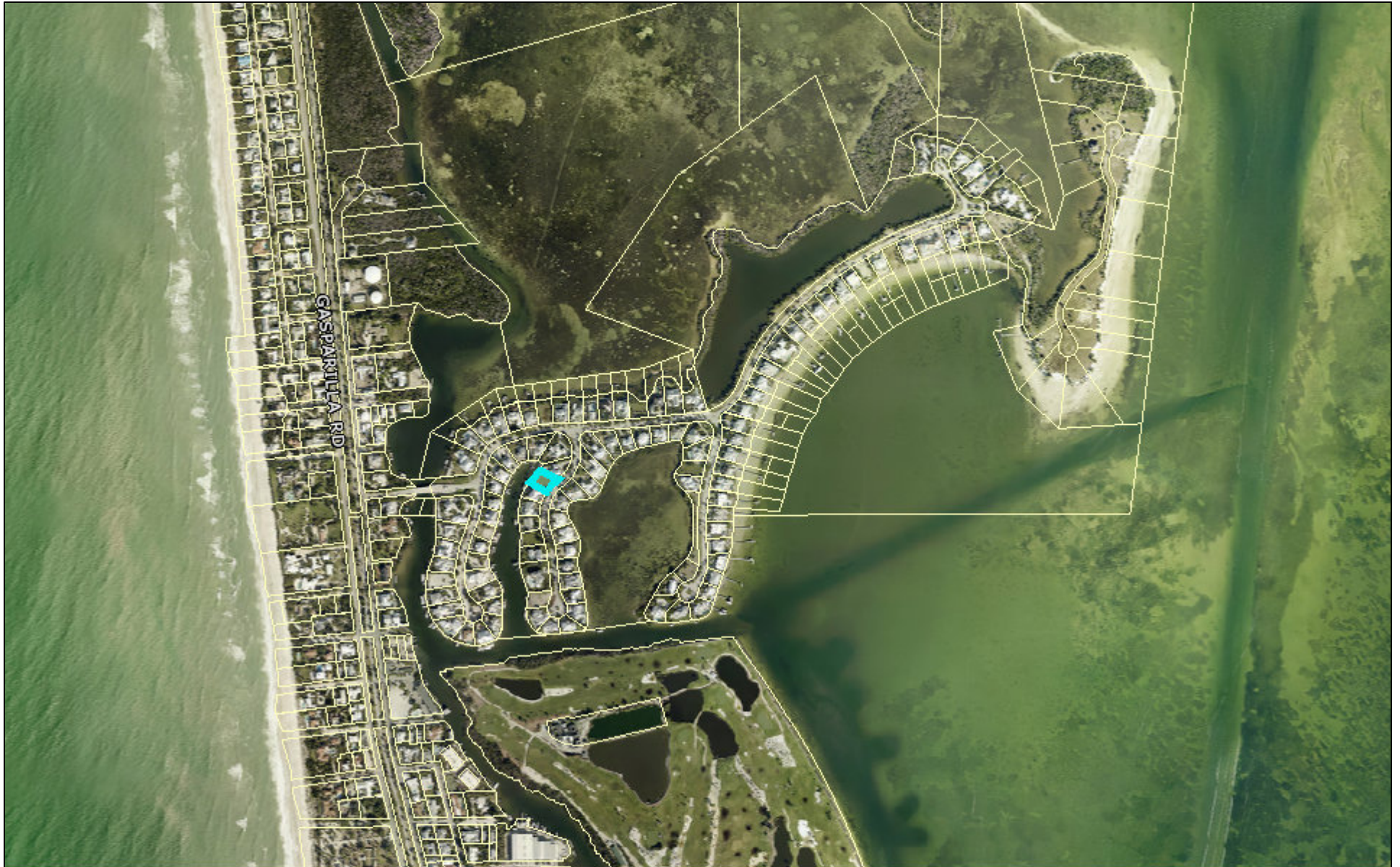
JOHNSON ENGINEERING, INC.
Civil Engineers Land Surveyors
FORT MYERS, FLORIDA

June, 1973

N Plane Coordinate
Florida West Zone



GeoView Map



April 2, 2025

Air Photos: 2024 Hi-Res (3 inch)

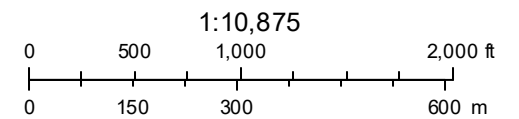
 Hospital Locations

 Library Locations

School Locations

 School Locations

 College Locations



This map is NOT a legal land survey and should not be used or relied upon as such. No warranties, express or implied, are provided with the data, use, accuracy or interpretation.

BOCA GRANDE ISLES PROPERTY OWNERS ASSOCIATION CONTRACTOR AND SERVICE PROVIDER RULES

REVISED AND EFFECTIVE February 13, 2020

Boca Grande Isles is a private, controlled access community. The bridge, roads and common areas are owned and maintained by the Boca Grande Isles Property Owners Association (BGIPOA).

The Board of Directors of BGIPOA regulates and controls the use of the bridge, roads and common areas. You are invited guests in to our community. We have the right to withdraw that invitation, and exclude individuals or contractors who fail to conform to our rules.

These Contractor and Service Provider (CSP) Rules apply to all individuals and companies who perform work for a property owner in the Isles, including house watch and personal services.

1. ACCESS

1.1. A Service Provider is not allowed to work within the Isles until after BGIPOA has received:

- 1.1.1. a signed copy of the current edition of the CSP Rules and
- 1.1.2. a completed Service Provider Information Sheet.

1.2. A contractor is not allowed to work within the Isles on any new construction, remodeling or repair project until after BGIPOA has received:

- 1.2.1. A Job Information Sheet for each specific project, and
- 1.2.2. A signed copy of the current edition of the CSP Rules from the Contractor and each sub-contractor involved on the project.

1.3. Clearly identified delivery company vehicles, such as UPS, furniture dealers and construction materials, are not required to sign a copy of the CSP Rules.

1.4. Vehicles entering the Isles will stop at the Entrance Control Building and receive a temporary access pass, which must be displayed at all times while in the Isles.

1.5. Daily and expired access passes must be returned at the Entrance Control Building when leaving the Isles.

2. **BEHAVIOR** - Contractors and Service Providers will interact with BGIPOA Entrance Control Personnel in a respectful manner.

3. PARKING –

3.1. Parking is prohibited on the paved road.

- 3.2. All parking of vehicles must occur off of the paved road either on the property land or driveway, within 8 feet of the paved road and parallel to it, or on other unpaved Boca Grande Isles Common Areas. This surface may be sod, sand, shell, gravel, paver blocks, stone or brick, or open pavers designed to hold sod inserts. There are larger Common Areas located on the north side of Jose Gaspar Drive and west side of Treasure Lane which may be used for daytime parking.
- 3.3. No trailers, or building or landscape materials are to be stored or parked on the Common Areas.
- 3.4. The Board of Directors may grant, at its sole discretion, limited defined use of the Common Area adjacent to a paved road for temporary positioning of a trash container, port-a-potty, or staging of materials to avoid damaging existing landscaping on the owner's property..
- 3.5. Equipment, such as cranes, cannot be parked on and operated from the roadway. Such equipment shall be operated entirely on the owner's property.
- 3.6. Adjacent lots are not to be used for any purpose, unless prior written permission is obtained from the adjacent property owner.
- 3.7. Overnight parking of vehicles and trailers, other than one trash container on the owner's property, is not permitted.
4. SPEED LIMIT –
 - 4.1. The speed limit on the bridge is 10 MPH, and on the roads is 25 MPH.
 - 4.2. During busy times, such as holidays and the spring season, you are expected to drive more slowly and cautiously; keeping in mind the presence of many people, including visitors, our children and our grand-children, and the frequent use of golf carts.
5. WORK HOURS
 - 5.1. November 1 – April 31: 7:30 AM to 5:00 PM Monday through Friday and Saturday 8:00 AM to 5:00 PM.
 - 5.1.1. No exterior work is permitted on Saturdays that involves the use of powered equipment or radios.
 - 5.2. May 1 – October 31: 7:00 AM to 5:00 PM Monday through Saturday.
 - 5.3. All year Sunday and Holidays 8:00 AM to 4:00 PM
 - 5.3.1. No exterior work is permitted.

- 5.3.2. No interior work creating noise that can be heard by an adjacent property owner is permitted.
- 5.3.3. The Holidays are New Year Day, Memorial Day, July Fourth, Labor Day, Thanksgiving, and Christmas.
- 5.4. Emergency repair or replacement of failed exterior equipment, such as air conditioners and generators, is permitted at any time.
- 5.5. Deviation from these work hours is allowed for any person performing work at a residence in preparation for an approaching hurricane.
- 5.6. An owner may submit to the Board of Directors, or a Board designated individual a request for a deviation from these hours in advance of any work to be done. The Board of Directors or its designee, in its sole discretion, may grant the request if (1) the request will not cause unreasonable disruption or disturbance to the neighbors; (2) there is no viable option for performing the work at another time; and (3) the exception is limited in scope and duration.
6. ANIMALS AND PETS – Contractors, service providers, sub-contractors, vendors and their employees are not allowed to bring pets or other animals on to Boca Grande Isles.
7. RECREATION – Contractors, service providers, subcontractors, vendors and their employees are not permitted to use any property or dock in Boca Grande Isles or the shoreline for recreational purposes, including but not limited to boating, fishing or swimming.
8. ROAD DAMAGE – The contractor is responsible for and will be required to pay for any damage to roads, the right-of-way or the Common Area caused by the contractor, or its a sub-contractor, vendor, or employee.
9. TRAFFIC CONTROL – At any time when materials are being unloaded or equipment is being maneuvered, such that road traffic is being partially or fully blocked, the contractor must provide traffic control equipment and personnel, to ensure the safety of all residents and visitors in the Isles.
10. PORTABLE TOILET – Portable toilets must be placed on the property where work is occurring, unless written permission is granted per 3.4 to place it on the Common Area. The desired location for a portable toilet is to be setback at least 10 feet from the front property line, and 5 feet from side lot lines. A portable toilet must be removed as soon as the job is complete.
11. TEMPORARY CONTRACTOR OFFICE – A temporary contractor office or office trailer is not permitted.

12. TRASH CONTROL – Contractors must maintain complete control of all construction debris and trash. Trash containers must have a wind proof enclosure, and that enclosure must be used. **At a minimum, daily clean up of the construction site is required.** If construction debris or trash falls on an adjacent property or the right-of-way, the contractor must immediately clean up such debris or trash. This rule applies to trash dropped by employees where their vehicles are parked while working.
13. HEAVY CONSTRUCTION – All heavy construction on a residential lot, such as excavation, building demolition, concrete breaking and pile driving, must occur during the months of May through October and is prohibited during the months of November through April.
14. UTILITIES – Cutting of the pavement and trenching for utility access is not permitted, unless the BGIPOA Board of Directors grants special permission in writing prior to such work.
15. NOISE AND ANNOYANCE – We know that some phases of building construction are noisy. However, unnecessary noise is not allowed including: radios or music systems, shouting, yelling, singing, and other unnecessary loud noises. Continuous operation equipment, such as compressors, should be placed as far as practical from adjacent property lines, and surrounded by noise suppressing baffles. Foul or abusive language will not be tolerated.
16. DUST CONTROL – The contractor is required to maintain control of all dust, dirt and other wind blown particles. Direct dust control systems must be used while cutting or grinding stone or masonry materials.
17. RESPONSIBILITY – The property owner and contractor are both responsible for adherence to these Rules. The contractor is responsible for educating its sub-contractors, vendors and employees regarding these rules, and ensuring their compliance.
18. SIGNS – Other than the required posting of building permits, the only signs allowed are:
 - 18.1. A small sign no larger than 4 square feet in area identifying the name of the primary contractor.
 - 18.2. A “Notice to Contractors” sign provided by BGIPOA, which list some of the common rules.
 - 18.3. Sub-contractor, designer, architect, or other vendor’s signs are not permitted.
19. SOLICITATION – Contractors, Service Providers and Delivery Personnel are prohibited from conducting door-to-door solicitation.
20. VARIANCE – The BGIPOA Board of Directors in its sole discretion may approve a variance from these rules.

21. VIOLATIONS – The Board of Directors of BGIPOA, or a designated Board Member, may issue a verbal or written notification of a violation of these Rules. Failure to conform to these Rules can result in a decision by the Board of Directors:

21.1. To require that all work on a project be stopped until the violation has been corrected to the satisfaction of the Board, or

21.2. To withdraw permission for an individual, contractor, service provider, or delivery person to enter the Isles using the bridge, roads and common areas.

Issued by the Board of Directors, Boca Grande Isles Property Owner's Association, April 2020

March 2020 BGIPOA CONTRACTOR AND SERVICE PROVIDER RULES RECEIVED AND
ACKNOWLEDGED: The undersigned acknowledges receipt of these Rules, and accepts
responsibility for compliance with these Rules.

COMPANY OR INDIVIDUAL: _____

ADDRESS: _____

FLORIDA LICENSE NUMBER: _____

AUTHORIZED SIGNATURE: _____

NAME: _____

DATE: _____

Vacant Land Disclosure Statement



Gulf
to Bay

Sotheby's
INTERNATIONAL REALTY

NAME: Richard S Taylor

DATE SELLER PURCHASED PROPERTY: 12.17.2020

GENERAL INFORMATION ABOUT PROPERTY:

PROPERTY ADDRESS: 1639 Jean Lafitte Drive

LEGAL DESCRIPTION: BOCA GRANDE ISLES PB 29 PG 6 LOT 27

NOTICE TO BUYER AND SELLER:

In Florida, a Seller is obligated to disclose to a Buyer all known facts that materially affect the value of the property being sold and that are not readily observable. This disclosure statement is designed to assist Seller in complying with the disclosure requirements under Florida law and to assist the Buyer in evaluating the property being considered. This disclosure statement concerns the condition of the real property located at above address. It is not a warranty of any kind by the Seller or any Licensee in this transaction. It is not a substitute for any inspections or warranties the parties may wish to obtain. It is based only upon Seller's knowledge of the property condition. This disclosure is not intended to be a part of any contract for sale and purchase. All parties may refer to this information when they evaluate, market, or present Seller's property to prospective Buyers.

The following representations are made by the Seller(s) and are not the representations of any real estate licensees.

1. CLAIMS & ASSESSMENTS

a. Are you aware of existing, pending, or proposed legal actions, claims, special assessments, municipal service taxing or benefit charges or unpaid assessments affecting the property? NO ☒ YES ☐ If yes, explain: _____

b. Have any local, state, or federal authorities notified you of a violation of governmental regulation or violation of covenant restrictions? NO ☒ YES ☐ If yes, explain: _____

c. Are you aware of any eminent domain proceedings involving the property? NO ☒ YES ☐ If yes, explain: _____

2. USE RESTRICTIONS

Are You Aware:

a. of any subdivision, municipality or other recorded covenants, conditions or restrictions? NO ☐ YES ☒

b. of any resale restrictions? NO ☒ YES ☐

c. of any restrictions on leasing the property? NO ☐ YES ☒

d. of any right of first refusal to purchase the property? NO ☒ YES ☐

e. If any answer to questions 2a-2d is yes, please explain:

Vacant lots cannot be rented. Docks cannot be rented or leased (restricted use by owner/guests).

3. SURVEY

a. Has the land been surveyed? NO ☐ YES ☒ If yes, which person or company performed the survey: _____

DMK & Associates

b. Has this land been platted? NO ☐ YES ☒ If yes, has a certificate of survey been completed? NO ☐ YES ☒

c. Are you aware of any encroachments or boundary line disputes? NO ☒ YES ☐

d. Are you aware of any easements other than utility/drainage easements? NO ☒ YES ☐

e. Are you aware if the property is in an earthquake zone? NO ☒ YES ☐

f. Are you aware if the property contains wetlands area? NO ☒ YES ☐

Seller (RT) () and Buyer () () acknowledge receipt of a copy of this page, which is Page 1 of 3 Pages.

4. ENVIRONMENT

Are You Aware:

a. of any substances, materials, products, pollutants or contaminants which may be an environmental hazard, such as, but not limited to, asbestos, urea formaldehyde, radon gas, fuel, propane or chemical storage tanks (active or abandoned), or contaminated soil or water on the property? NO ☒ YES ☐ If yes, explain: _____

b. of any abandoned wells, buried storage tanks or buried debris or waste on the property? NO ☒ YES ☐ If yes, explain: _____

c. of any clean up, repairs, or remediation of the property due to hazardous substances, pollutants or contaminants? NO ☒ YES ☐ If yes, explain: _____

d. of any endangered or protected species on the property such as scrub jays, manatees, turtles, sea turtles or nests of endangered or protected species? NO ☒ YES ☐

e. of any electromagnetic fields located on the property? NO ☒ YES ☐

f. of any condition or proposed change in the vicinity of the property that does or will materially affect the value of the property, such as, but not limited to, proposed development or proposed roadways? NO ☒ YES ☐

If any answer to questions 4a-4f is yes, please explain: _____

5. FLOOD

Are You Aware:

a. if the property is designated in a 100 year flood plain? NO ☐ YES ☒

b. if the property has been flooded? NO ☒ YES ☐

c. if there has been drainage problems affecting the property or adjacent properties? NO ☒ YES ☐

If any answer to questions 5a-5c is yes, please explain: _____

6. CONDITION OF THE PROPERTY

a. Have any soil tests been performed? NO ☐ YES ☒

b. Are you aware of any fill or uncompacted soils? NO ☐ YES ☒

c. Are you aware of any settling, soil movement, or sinkhole problems on the property or on adjacent properties? NO ☒ YES ☐

d. Are you aware of any dead or diseased trees on the property? NO ☒ YES ☐

If any answer to questions 6a-6d is yes, please explain: Seller has completed extensive site plan preparation to build including soil tests, "demucking" and extensive fill dirt was installed.

Seller (AT) (_____) and Buyer (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 3 Pages.

7. UTILITIES

- a. What type of irrigation does the property have? Water Irrigation (water from Gasparilla Island Water Assoc)
- b. Have percolation tests been performed? NO ☒ YES ☐ yes, when and by which person or company: _____
- c. Does the property have connection to the following: public water? NO ☐ YES ☒ public sewer? NO ☐ YES ☒
private water system off the property? NO ☒ YES ☐ water well? NO ☒ YES ☐ septic tank? NO ☒ YES ☐
electric utility? NO ☐ YES ☒ natural gas service? NO ☒ YES ☐
- d. Does the boundary of the property have connection to the following: public water system access? NO ☐ YES ☒
private water system access? NO ☒ YES ☐ electric service access? NO ☐ YES ☒ natural gas access? NO ☒ YES ☐
telephone system access? NO ☐ YES ☒
- e. Have any utility charges been paid? NO ☐ YES ☒ If yes, which charges were paid?: _____
Sewer and electricity is hooked up to the lot.

8. OTHER MATTERS:

Is there anything else that materially affects the value of the property? NO ☒ YES ☐

If yes, explain: _____

NOTE: Seller has learned the Board is reviewing the possibility of switching to an automated gate system in lieu of a guard shack
(that includes people).

ACKNOWLEDGEMENT OF SELLER

The undersigned Seller represents that the information set forth in the above disclosure statement is accurate and complete to the best of the Seller's knowledge on the date signed below. Seller does not intend for this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes disclosure of the information contained in this disclosure statement to prospective Buyers of the property. Seller understands and agrees that Seller will notify the Buyer in writing within five business days after Seller becomes aware that any information set forth in this disclosure statement has become inaccurate or incorrect in any way during the term of the pending purchase by the Buyer.

Seller: Richard S Taylor / Richard S Taylor Date: March 20, 2025
(signature) (print)

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

RECEIPT AND ACKNOWLEDGMENT OF BUYER

Seller is using this form to disclose Seller's knowledge of the condition of the property as of the date signed by Seller. This disclosure form is not a warranty of any kind. The information contained in the disclosure is limited to information to which the seller has knowledge. It is not intended to be a substitute for any inspections or professional advice the Buyer may wish to obtain. Independent professional inspections are encouraged and may be helpful to verify the condition of the property. Buyer understands these representations are not made by any real estate licensee.

Buyer hereby acknowledges having received a copy of this disclosure statement.

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

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

Seller (RT) (_____) and Buyer (_____) (_____) acknowledge receipt of a copy of this page, which is Page 3 of 3 Pages.



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Addendum to Vacant Land Contract

1 When initialed by all parties, , the parties acknowledge that the disclosure set forth below was provided to the Buyer
2 prior to the execution of the Vacant Land Contract between the parties and the clauses below will be incorporated
3* therein: Richard S Taylor ("Seller")
4* and _____ ("Buyer")
5* concerning the Property described as 1639 Jean Lafitte Drive
6* _____

7* (AT) (____) - (____) (____) **C. Homeowners' Association:** The Property is located in a community with a
8* ☐ voluntary ☒ mandatory (see the Disclosure Summary below) homeowners' association ("Association"). **Seller's** due
9 diligence period, if any, under Paragraph **9** of this Contract, and risk of loss under Paragraph **12** of this Contract,
10 extend only to the Property and does not extend to common areas or facilities described below.

11 **Notice:** Association documents may be obtained from the county record office or, if not a public record, from the
12 developer or Association manager. The Property may be subject to recorded restrictive covenants governing the use
13 and occupancy of properties in the community and may be subject to special assessments.

14 **1. Association Approval:** If the Association documents give the Association the right to approve **Buyer** as a
15 purchaser, this Contract is contingent on such approval by the Association. **Buyer** will apply for approval within
16* _____ days (5 days if left blank) after Effective Date and use diligent effort to obtain approval, including making
17 personal appearances and paying related fees if required. **Seller** and **Buyer** will sign and deliver any documents
18 required by the Association to complete the transfer. If **Buyer** is not approved, this Contract will terminate; and
19 **Buyer's** deposit(s) will be refunded unless this Contract provides otherwise.

20 **2. Right of First Refusal:** If the Association has a right of first refusal to buy the Property, this Contract is contingent
21 on the Association deciding not to exercise such right. **Seller** will, within 3 days after receipt of the Association's
22 decision, give **Buyer** written notice of the decision. If the Association exercises its right of first refusal, this Contract
23 will terminate, **Buyer's** deposit(s) will be refunded unless this Contract provides otherwise, and **Seller** will pay
24 broker's full commission at Closing in recognition that broker procured the sale.

25 **3. Fees:** **Buyer** will pay any application, transfer, and initial membership fees charged by the Association. **Seller** will
26 pay all fines imposed against the Property as of Closing and any fees the Association charges to provide information
27 about its fees or the Property and will bring maintenance and similar periodic fees and rents on any recreational
28 areas current as of Closing. If, after Effective Date, the Association imposes a special or other assessment for
29 improvements, work, or services, **Seller** will pay all amounts due before Closing and **Buyer** will pay all amounts
30* due on or after Closing. If special assessments may be paid in installments ☐ **Seller** ☒ **Buyer** (**Buyer** if left blank)
31 will pay installments due after Closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at
32* Closing. **Seller** represents that he/she is not aware of any pending special or other assessment that has been levied
33 by the Association, except as follows: _____

34* _____
35 **Seller** represents that he/she is not aware of any pending special or other assessment that has been an item on
36 the agenda or reported in the minutes of the Association within 12 months before Effective Date ("Pending"),
37* except as follows: _____

38* _____
39 If special or other assessments, levied or Pending, exist as of Effective Date and have not been disclosed above
40 by **Seller**, then **Seller** will pay such assessments in full before or at Closing.

41 The following dues, maintenance, and/or fees are currently charged by the Association:

42* \$ 1650 per _____ year _____ to Boca Grande Isles Property Owner's Association
43* \$ _____ per _____ to _____
44* \$ _____ per _____ to _____

(See Continuation)

C.Homeowners' Association Addendum (Continued)

4. **Damage to Common Elements:** If any portion of the common elements is damaged due to fire, hurricane, or other casualty before Closing, either party may cancel this Contract and **Buyer's** deposit(s) will be refunded if (i) as a result of damage to the common elements, the Property appraises below the purchase price and either the parties cannot agree on a new purchase price or **Buyer** elects not to proceed, or (ii) the Association cannot determine the assessment attributable to the Property for the damage at least 5 days before Closing, or (iii) the assessment determined or imposed by the Association attributable to the Property for the damage to the common elements is greater than \$ _____ or _____ % (1.5% if left blank) of the purchase price.

5. **Disclosure Summary for Mandatory Associations:** 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.

DISCLOSURE SUMMARY FOR (Name of Community): Boca Grande Isles Property Owner's Association

- (a) AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.
- (b) THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
- (c) YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ 1,650 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 _____.
- (d) YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
- (e) YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
- (f) THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ _____ PER _____.
- (g) THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
- (h) THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
- (i) THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

Buyer acknowledges receipt of this Disclosure Summary before signing this Contract.

Buyer	Date	Buyer	Date
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The Association or Management Company to which assessments, dues, and/or maintenance are due and payable is/are:

Boca Grande Isles Property Owner's Association

Contact Person Tim Freeman

Phone 941-697-9722 **Email** tim@myfilmanager.com

Contact Person

Phone _____ **Email** _____

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

Buyer () () and **Seller** (RT) () acknowledge receipt of a copy of this page.