



GLOBAL LUXURY

SELLER'S REAL PROPERTY DISCLOSURE STATEMENT

SELLER(S) NAME(S): GERALD M LITZKY and JOAN A LITZKY ("Seller")

PROPERTY ADDRESS: 2165 GULF OF MEXICO DR., 123, LONGBOAT KEY, FL 34228 ("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.

Table with 3 columns: YES, NO, UNKNOWN. Rows include sections: 1. OCCUPANCY, 2. LAND CONDITIONS, 3. DEED RESTRICTIONS / BOUNDARIES, 4. STRUCTURAL ITEMS. Each row contains a question and corresponding checkboxes.

	YES	NO	UNKNOWN
5. ADDITIONS / REMODELS			
(a) Have there been any additions, structural changes, or other alterations made to the Property?	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>
(c) If your answer to (b) is "NO", explain in detail: _____			
(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: _____			
6. ELECTRICAL SYSTEMS			
(a) Is there knob and tube wiring on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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 or desirability of the electrical wiring or systems? If "YES", explain in detail: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. HEATING AND AIR CONDITIONING (check all that apply)			
(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"/>
PURCHASE INCLUDES EXISTING NUMBER OF WINDOW AND DOOR SCREENS. SCREENS ARE "AS IS".			
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)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) If your answer to (a) is "NO", explain in detail: _____			
(c) Are any of the appliances leased? If "YES" which ones: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. PLUMBING RELATED ITEMS			
(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? _____			
(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? _____			
(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? _____			
(h) Is there a sewage or sump pump? <i>*Spa tub has never been used and</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. ROOF			
(a) Approximate age: _____ years. <i>15 not warranted</i>			
(b) Has the roof ever leaked or been damaged?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Has the roof been replaced or repaired during your ownership?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Have you ever filed an insurance claim or manufacturer's claim for roof defects or damage?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Are there any existing problems or defects with the roof or rain gutters?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) If any of your answers in (b) – (e) above are "YES", explain in detail: _____			
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
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?	<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?	<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 type="checkbox"/>	<input type="checkbox"/>
(d) If any of your answers in (a) – (c) above are "YES", explain in detail: _____			
<div style="border: 1px solid black; height: 20px; width: 100%;"></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 type="checkbox"/>

- | | 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: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) Was (is) a governmental permit required for the construction or maintenance of the dock, davits, pier or seawall? | <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: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- | | | | |
|--|--------------------------|-------------------------------------|--------------------------|
| 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? | <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 identified 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: _____
_____ | | | |
| (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 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: _____
_____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (g) Are there any 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"/> |

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."

W/A

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| (a) If the Property has a "swimming pool" as defined by the Act, does it comply with the Act? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (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 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

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? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) Are there any existing or threatened legal or administrative actions that may affect the association or common areas? If "YES", explain in detail: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

(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: _____

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

8. 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? WA

YES NO UNKNOWN

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

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: Gerald M Litzky (signature) / GERALD M LITZKY (print name) Date: _____

Seller: Joan A. Litzky (signature) / JOAN A LITZKY (print name) Joan A. Litzky Date: 6/9/

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) / _____ (print name) Date: _____

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

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 Contract For Sale And Purchase between GERALD M LITZKY and JOAN A LITZKY (SELLER)

and _____ (BUYER)

concerning the Property described as 2165 GULF OF MEXICO DR., 123, LONGBOAT KEY, FL 34228

UNIT 123 VILLA DI LANCIA PH 1

Buyer's Initials

Seller's Initials gm jal

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 _____ (if left blank, then 5) days prior to Closing. Within _____ (if left blank, then 5) days after Effective Date Seller shall initiate the approval process with the Association and Buyer shall apply for such approval. Buyer and Seller shall sign and deliver any documents required by the Association in order to complete the transfer of the Property and each shall use diligent effort to obtain such approval, including making personal appearances if required. If Buyer is not approved within the stated time period, this Contract shall terminate and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

2. RIGHT OF FIRST REFUSAL:

- (a) The Association (CHECK ONE): has does not have a right of first refusal ("Right"). If the Association has 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 timely 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 a 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 timely exercise such Right pursuant to the terms of the Declaration.
- (c) Buyer and Seller shall, within _____ (if left blank, then 5) days after Effective Date, sign and deliver any documents required as a condition precedent to the exercise of the Right, and shall use diligent effort to submit and process the matter with the Association and members, including personal appearances, if required.
- (d) If, within the stated time period, the Association, the members of the Association, or both, fail to provide the written confirmation or the Right has not otherwise expired, then this Contract shall terminate and the Deposit shall be refunded to the Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.
- (e) If the Association or a member timely exercises its or their Right, this Contract shall terminate and the Deposit shall be refunded to Buyer (unless this Contract provides otherwise), thereby releasing Buyer and Seller from all further obligations under this Contract, and Seller shall pay to Broker the full commission at Closing in recognition that Broker procured the sale.

3. FEES; ASSESSMENTS; PRORATIONS; LITIGATION:

(a) Condominium Association assessment(s) and Rents: Seller represents that the current Association assessment(s) installments is/are

\$ 7,675.00 payable (CHECK ONE): monthly quarterly semi-annually annually

and if more than one Association assessment February 1st Insurance Premium
\$ 2,350.00 payable (CHECK ONE): monthly quarterly semi-annually annually

and the current rent on recreation areas, if any, is May 1st Insurance Premium
\$ 2,550.00 payable (CHECK ONE): monthly quarterly semi-annually annually

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.

- (c) Special Assessments and Prorations:

- (i) 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: _____
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) 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.
- (vi) Association assets and liabilities, including Association reserve accounts, shall not be prorated.
- (d) Litigation: Seller represents that Seller is not aware of pending or anticipated litigation affecting the Property or the common elements, if any, except as follows: _____

4. SPRINKLER SYSTEM RETROFIT:

If, pursuant to Sections 718.112(2)(l), F.S., the Association has voted to forego retrofitting its fire sprinkler system or handrails and guardrails for the condominium units, then prior to Closing Seller shall furnish to Buyer the written notice of Association's vote to forego such retrofitting.

5. NON-DEVELOPER DISCLOSURE: (CHECK ONE):

(a) THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.

(b) THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION 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

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 _____.

8. 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) # 5 Garage # _____ Other: Storage unit #123

9. 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.



DISCLOSURE & HOLD HARMLESS AGREEMENT

Longboat Key Underground Utilities

The Town of Longboat Key (the "Town") has recently approved a non-ad valorem tax assessment on properties located within the Town to pay for the undergrounding of various utilities (e.g., electric, telephone, cable and fiber optic lines) (the "Project"). Attached to this Disclosure is a one page printout from the Town website (as of May 2016) that describes in greater detail the tax assessment, the undergrounding projects generally, and an estimate of each property's individual payment obligations. More detailed information, including Frequently Asked Questions and cost estimates for the assessment on each affected property, is available by visiting www.longboatkey.org and clicking on the Undergrounding Project tab on the left. The Town can also be contacted by email at underground@longboatkey.org or via phone at (941) 316-1999 for further information.

The two most frequently used residential sales contracts contain provisions addressing whether the seller or buyer will be responsible for paying the assessment. For governmental body assessments (such as the one imposed by the Town), in general the two options provided are: (a) that the seller is responsible for paying assessments in full at the time of closing; or (b) the seller is responsible for those installment payments due prior to closing and the Buyer is responsible for those installment payments due after closing. There are other contracts which may address this issue differently or even be silent on this topic. It is important that you personally review the sales contract carefully to ensure that the desired choice is selected and consult with an attorney for any advice. Nothing herein is intended to provide legal advice about the Project, the assessment, or who may be responsible for the assessment.

The undersigned acknowledge that other than the information contained herein, Coldwell Banker and its employees and affiliated sales associates have not made any representations regarding the matters described herein and the undersigned will not rely on any subsequent representations that may be made without the undersigned's independent personal verification of the accuracy and completeness of the information from other sources.

By signing below, the undersigned (i) acknowledge receipt of this document and the attached printout from the Town website titled "Utility Undergrounding Projects", (ii) agree to rely solely on advice of independent attorneys, the Town, or other third parties regarding the matters set forth herein, and (iii) agree to hold Coldwell Banker, its past, present, and future directors, employees, officers, independent contractors, agents, sales associates, brokers, representatives, subsidiaries, and affiliates, harmless from any claims, expenses, or losses of any kind in any way related to the matters described herein or in connection with the assessment by the Town.

Customer Signature

Date

Customer Signature

Date

Sarasota County Tax Collector

generated on 7/5/2019 3:16:15 PM EDT

Tax Record

Last Update: 7/5/2019 3:16:15 PM EDT

Register for eBill

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Type Tax	Tax Year			
0013044065	REAL ESTATE	2018			
Mailing Address		Property Address			
BARBARA P HANSEN REVOCABLE LIV HANSEN BARBARA P (TTEE) JULIAN R HANSEN REVOCABLE LIVI 100 SANDS POINT RD #314 LONGBOAT KEY FL 34228-3907		100 SANDS POINT RD 001 Old Account Number 0013-04-4065			
Base Exempt Amount	Taxable Value				
see below	see below				
Exemption Detail	Millage Code	Escrow Code			
HX 25000	1400				
H2 25000					
Legal Description					
100 SANDS POINT RD UNIT 314 SANDS POINT					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
Sarasota Co. General Revenue	3.2140	646,981	50,000	\$596,981	\$1,918.70
Bonds-Debt Service	0.1222	646,981	50,000	\$596,981	\$72.95
Mosquito Control	0.0550	646,981	50,000	\$596,981	\$32.83
Sarasota Memorial Hospital	1.0420	646,981	50,000	\$596,981	\$622.05
SW FL Water Management Dist.	0.2955	646,981	50,000	\$596,981	\$176.41
West Coast Inland Navigation	0.0394	646,981	50,000	\$596,981	\$23.52
Sarasota School Board					
School District Fund	5.5030	646,981	25,000	\$621,981	\$3,422.76
School Capital Impr	1.5000	646,981	25,000	\$621,981	\$932.97
Town of Longboat Key Gen. Rev	2.1144	646,981	50,000	\$596,981	\$1,262.26
Town of Longboat Key Debt	0.0477	646,981	50,000	\$596,981	\$28.48
Longboat Key Erosion Control A	0.7002	646,981	50,000	\$596,981	\$418.01
Total Millage		14.6334	Total Taxes		\$8,910.94
Non-Ad Valorem Assessments					
Code	Levying Authority	Amount			
I112	LBK GMD Utility Undgr	\$193.13			
I113	LBK Neighborhd Undgr	\$72.51			
Total Assessments					\$265.64
Taxes & Assessments					\$9,176.58
If Paid By					Amount Due
					\$0.00



Date Paid	Transaction	Receipt	Item	Amount Paid
11/26/2018	PAYMENT	9067638.0001	2018	\$8,809.52

Prior Year Taxes Due

NO DELINQUENT TAXES