



# Seller's Real Property Disclosure Statement

**SELLER(S) NAME(S):** HAZEL G. STIGLITZ TRUST, IRVIN G. STIGLITZ TTEE, GEORGE PLOUSSIOS TTEE ("Seller")

**PROPERTY ADDRESS:** 3040 GRAND BAY, 262, 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 Disclosure Statement is designed to assist the seller in complying with those disclosure requirements and to assist the buyer in evaluating the Property. The listing real estate broker, the selling real estate broker and their respective representatives (collectively, "Brokers") will also rely upon this information when they evaluate, market and present the Property to prospective buyers.

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

	YES	NO	UNKNOWN
<b>1. <u>OCCUPANCY</u></b>			
(a) Do you reside in the Property? If not, when did you last? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(b) Is the Property currently leased? If YES, when will the lease expire? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>2. <u>LAND CONDITIONS</u></b>			
(a) Is there any fill or expansive soil on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Are you aware of any existing or prior sinkholes, sliding, settling, earth movement or earth stability problems on the Property or adjoining properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(c) Has any insurance company paid any amounts on a claim relating to a sinkhole affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) If your answer to (c) is "YES", were the full amounts of the proceeds utilized to repair the sinkhole damage? (Seller responses to (c) and (d) required by §627.7073(c), Florida Statutes).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Is the Property located in a flood zone or wetlands area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Are you aware of any existing or prior drainage or flood problems affecting the Property or adjoining properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) If any of your answers in (a) – (f) above are "YES", explain in detail: _____ <div style="border: 1px solid black; height: 20px; width: 600px; margin-top: 5px;"></div>			
(h) Is the Property partially or totally seaward of the Coastal Construction Control Line?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) Does your lender require you to maintain flood insurance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>3. <u>DEED RESTRICTIONS / BOUNDARIES</u></b>			
(a) Are there any deed restrictions, covenants, or declarations affecting the Property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Are any driveways, walls, fences, or other features shared with adjoining property owners?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Have any subsurface 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Are there any encroachments, boundary disputes, or easements on or affecting the Property?	<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: _____			
<b>4. <u>STRUCTURAL ITEMS</u></b>			
(a) Is there now, or has there been in the past, any movement, shifting, deterioration or other problems with the walls or foundations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Are there any defects or problems with driveways, walkways, patios, or retaining walls?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) If any of your answers in (a) – (d) above are "YES", explain in detail: _____ <div style="border: 1px solid black; height: 20px; width: 600px; margin-top: 5px;"></div>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	<u>YES</u>	<u>NO</u>	<u>UNKNOWN</u>
<b>5. ADDITIONS / REMODELS</b>			
(a) Have there been any additions, structural changes, or other alterations made to the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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: _____			
<b>6. ELECTRICAL SYSTEMS</b>			
(a) Is there 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 or desirability of the electrical wiring or systems? If "YES", explain in detail: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<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"/>
<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 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 type="checkbox"/>	<input type="checkbox"/>
<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? _____			
(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? CONDO ASSN			
(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? N/A			
(h) Is there a sewage or sump pump?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>10. ROOF</b>			
(a) Approximate age: ASSN RESPONSIBILITY _____ years.			
(b) Has the roof ever leaked or been damaged?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Has the roof been replaced or repaired during your ownership?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(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 type="checkbox"/>	<input checked="" type="checkbox"/>
(f) If any of your answers in (b) – (e) above are "YES", explain in detail: _____			
<b>11. TERMITES, WOOD DESTROYING ORGANISMS ("WDO"), RODENTS, PESTS</b>			
(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 checked="" type="checkbox"/>	<input type="checkbox"/>
(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: AS NEEDED BASIS BY NATURES OWN PEST CONTROL	<input type="checkbox"/>	<input 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			

	<u>YES</u>	<u>NO</u>	<u>UNKNOWN</u>
(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"/>
<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: <u>N/A</u>	<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: <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<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 identified in (i) or (ii) above?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) If your answer to (i), (ii) or (iii) above is "YES", explain in detail: _____ <div style="border: 1px solid black; height: 20px; width: 100%;"></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 type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Has the Property been tested for any of the items listed in (d) above? If "YES", explain in detail: _____ <div style="border: 1px solid black; padding: 2px;">ANY CONCERNS, PLEASE CHECK WITH THE ASSOCIATION</div>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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: _____ <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>
<b>14. POOLS; HOT TUBS; SPAS</b>			
<b>Notice to Buyer and Seller</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 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: <u>ASSOCIATION RESPONSIBILITY</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>15. HOMEOWNERS' ASSOCIATION</b>			
<b>Notice to Buyer</b>			
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 type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Are the Property access roads: <input type="checkbox"/> association owned OR <input checked="" type="checkbox"/> publicly owned (e.g., city, county)?			
<b>16. NEIGHBORHOOD</b>			
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: _____ <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

	<u>YES</u>	<u>NO</u>	<u>UNKNOWN</u>
<b>17. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA")</b>			
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"/>
<b>18. OTHER MATTERS</b>			
(a) Are there any existing or threatened legal actions affecting the Property (including, but not limited to, any unrecorded liens)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) 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 type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Have you ever had any claims filed against your homeowner's insurance policy?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Are there any potential zoning, code, or road changes that may affect the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) If any answer to (a) – (e) above is "YES", explain in detail: _____			
(g) Is there an existing home warranty in place?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(h) Does the warranty automatically transfer to the buyer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**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: dotloop verified  
10/15/19 12:47 PM EDT  
X18Y-NM2G-E4NL-3RNI / IRVIN G STIGLITZ / Date: 10/15/2019  
(signature) (print name)

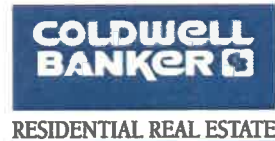
Seller: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
(signature) (print name)

**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: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
(signature) (print name)

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



# 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 HAZEL G. STIGLITZ TRUST, IRVIN G. STIGLITZ TTEE, GEORGE PLOUSSIOS TTEE (SELLER) and \_\_\_\_\_ (BUYER)

concerning the Property described as 3040 GRAND BAY, 262, LONGBOAT KEY, FL 34228

UNIT 262 BLDG 2 GRAND BAY 2

Buyer's Initials [ ] [ ] Seller's Initials [ ] [ ] 06/28/19 3:45 PM EDT dotloop verified

## A. CONDOMINIUM RIDER

### 1. CONDOMINIUM ASSOCIATION APPROVAL:

The Association's approval of Buyer (CHECK ONE): [X] 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 [X] 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 [X] 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

\$4,766.39 payable (CHECK ONE): [ ] monthly [X] quarterly [ ] semi-annually [ ] annually
and if more than one Association assessment
\$ \_\_\_\_\_ payable (CHECK ONE): [ ] monthly [ ] quarterly [ ] semi-annually [ ] annually
and the current rent on recreation areas, if any, is
\$ \_\_\_\_\_ payable (CHECK ONE): [ ] monthly [ ] quarterly [ ] semi-annually [ ] annually

**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) # L-30 Garage # \_\_\_\_\_ Other: STORAGE #49

**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.



# Comprehensive Rider to the Residential Contract For Sale And Purchase

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

RESIDENTIAL REAL ESTATE

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:

HAZEL G. STIGLITZ TRUST, IRVIN G. STIGLITZ TTEE, GEORGE PLOUSSIOS TTEE (SELLER)  
and \_\_\_\_\_ (BUYER)  
concerning the Property described as 3040 GRAND BAY, 262, LONGBOAT KEY, FL 34228  
UNIT 262 BLDG 2 GRAND BAY 2

Buyer's Initials [ ] [ ] Seller's Initials [ ] [ ]  
06/28/19 3:45 PM EDT dotloop verified

## 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 BAY ISLES ASSOCIATION (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 \$1,047.89 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 \$N/A PER N/A.
- 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 \$N/A PER N/A.
- 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 N/A (if left blank, then 5) days prior to Closing. Within N/A (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:

\$ <u>1,047.89</u>	per YEAR	for <u>MASTER ASSOCIATION</u>	to <u>BAY ISLES ASSOCIATION</u>
\$ _____	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:

BAY ISLES ASSOCIATION ADVANCED MANAGEMENT INC. (AMI) \_\_\_\_\_

Contact Person NEIL FLEET Contact person \_\_\_\_\_

Phone 941-383-3200 Email NFLEET@AMIWRA.COM Phone \_\_\_\_\_ Email \_\_\_\_\_

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