

DATE 10/05/2010

**Columbia County Building Permit**  
This Permit Must Be Prominently Posted on Premises During Construction**PERMIT**  
**000028911**

APPLICANT ROCKY FORD PHONE 497-2311  
ADDRESS P.O. BOX 39 FT. WHITE FL 32038  
OWNER JOHN & SHEILA WALKER PHONE 758-4537  
ADDRESS 156 NW KATELYN WAY LAKE CITY FL 32055  
CONTRACTOR ROBERT SHEPPARD PHONE 623-2203

LOCATION OF PROPERTY 90W, TR BROWN RD., TR ETHAN, TR KATELYN, 2ND LOT  
ON RIGHT

TYPE DEVELOPMENT MH, UTILITY ESTIMATED COST OF CONSTRUCTION 0.00

HEATED FLOOR AREA                      TOTAL AREA                      HEIGHT                      STORIES                     

FOUNDATION                      WALLS                      ROOF PITCH                      FLOOR                     

LAND USE & ZONING RSF/MH2 MAX. HEIGHT                     

Minimum Set Back Requirments: STREET-FRONT 25.00 REAR 15.00 SIDE 10.00

NO. EX.D.U. 0 FLOOD ZONE X DEVELOPMENT PERMIT NO.                     

PARCEL ID 28-3S-16-02377-102 SUBDIVISION MAGNOLIA HILLS

LOT 2 BLOCK                      PHASE                      UNIT                      TOTAL ACRES 0.50

IH0000833  
Culvert Permit No.                      Culvert Waiver                      Contractor's License Number                      Applicant/Owner/Contractor Rocky D Ford

EXISTING 10-449 BK TC Y

Driveway Connection                      Septic Tank Number                      LU & Zoning checked by                      Approved for Issuance                      New Resident                     

COMMENTS: ONE FOOT ABOVE THE ROAD

Check # or Cash 6948

**FOR BUILDING & ZONING DEPARTMENT ONLY**

(footer/Slab)

Temporary Power                      Foundation                      Monolithic                       
date/app. by date/app. by date/app. by

Under slab rough-in plumbing                      Slab                      Sheathing/Nailing                       
date/app. by date/app. by date/app. by

Framing                      Insulation                       
date/app. by date/app. by

Rough-in plumbing above slab and below wood floor                      Electrical rough-in                       
date/app. by date/app. by

Heat & Air Duct                      Peri. beam (Lintel)                      Pool                       
date/app. by date/app. by date/app. by

Permanent power                      C.O. Final                      Culvert                       
date/app. by date/app. by date/app. by

Pump pole                      Utility Pole                      M/H tie downs, blocking, electricity and plumbing                       
date/app. by date/app. by date/app. by

Reconnection                      RV                      Re-roof                       
date/app. by date/app. by date/app. by

BUILDING PERMIT FEE \$ 0.00 CERTIFICATION FEE \$ 0.00 SURCHARGE FEE \$ 0.00

MISC. FEES \$ 300.00 ZONING CERT. FEE \$ 50.00 FIRE FEE \$ 77.00 WASTE FEE \$ 201.00

FLOOD DEVELOPMENT FEE \$                      FLOOD ZONE FEE \$ 25.00 CULVERT FEE \$                      **TOTAL FEE** 653.00

INSPECTORS OFFICE                      CLERKS OFFICE                     

NOTICE: IN ADDITION TO THE REQUIREMENTS OF THIS PERMIT, THERE MAY BE ADDITIONAL RESTRICTIONS APPLICABLE TO THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. AND THERE MAY BE ADDITIONAL PERMITS REQUIRED FROM OTHER GOVERNMENTAL ENTITIES SUCH AS WATER MANAGEMENT DISTRICTS, STATE AGENCIES, OR FEDERAL AGENCIES.

"WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

EVERY PERMIT ISSUED SHALL BECOME INVALID UNLESS THE WORK AUTHORIZED BY SUCH PERMIT IS COMMENCED WITHIN 180 DAYS AFTER ITS ISSUANCE, OR IF THE WORK AUTHORIZED BY SUCH PERMIT IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS AFTER THE TIME THE WORK IS COMMENCED. A VALID PERMIT RECIEVES AN APPROVED INSPECTION EVERY 180 DAYS. WORK SHALL BE CONSIDERED NOT SUSPENDED, ABANDONED OR INVALID WHEN THE PERMIT HAS RECIEVED AN APPROVED INSPECTION WITHIN 180 DAYS OT THE PREVIOUS INSPECTION.

**The Issuance of this Permit Does Not Waive Compliance by Permittee with Deed Restrictions.**



**CERTIFICATE OF OCCUPANCY**

**M/H OCCUPANCY**

**COLUMBIA COUNTY, FLORIDA**

**Department of Building and Zoning Inspection**

*This Certificate of Occupancy is issued to the below named permit holder for the building and premises at the below named location, and certifies that the work has been completed in accordance with the Columbia County Building Code.*

Parcel Number 28-3S-16-02377-102

Building permit No. 000028911

Permit Holder ROBERT SHEPPARD

Owner of Building JOHN & SHEILA WALKER

Location: 156 NW KATELYN WAY, LAKE CITY, FL 32055



Date: 10/13/2010

*Harry Dickie*

Building Inspector

**POST IN A CONSPICUOUS PLACE**  
**(Business Places Only)**



# PERMIT APPLICATION / MANUFACTURED HOME INSTALLATION APPLICATION

CR#6948

<b>For Office Use Only</b> (Revised 1-10-08)		<b>Zoning Official</b> <u>B2K CH 10.10</u>		<b>Building Official</b> <u>T.C. 10-4-10</u>	
<b>AP#</b> <u>1009-59</u>		<b>Date Received</b> <u>9/30/10</u>		<b>By</b> <u>CF</u> <b>Permit #</b> <u>28911</u>	
<b>Flood Zone</b> <u>X</u>		<b>Development Permit</b> <u>N/A</u>		<b>Zoning</b> <u>B2K/ML-2</u> <b>Land Use Plan Map Category</b> <u>Res. Low Density</u>	
<b>Comments</b> _____					
<b>FEMA Map#</b> <u>N/A</u>		<b>Elevation</b> <u>N/A</u>		<b>Finished Floor</b> <u>1st floor</u> <b>River</b> <u>N/A</u> <b>In Floodway</b> <u>N/A</u>	
<input type="checkbox"/> Site Plan with Setbacks Shown <input checked="" type="checkbox"/> EH # _____ <input type="checkbox"/> EH Release <input checked="" type="checkbox"/> Well letter <input type="checkbox"/> Existing well <input checked="" type="checkbox"/> Recorded Deed or Affidavit from land owner <input checked="" type="checkbox"/> Letter of Auth. from installer <input type="checkbox"/> State Road Access <input type="checkbox"/> Parent Parcel # _____ <input type="checkbox"/> STUP-MH _____ <input type="checkbox"/> F W Comp. letter _____					
<b>IMPACT FEES:</b> EMS _____ Fire _____ Corr _____ Road/Code _____ School _____ = TOTAL _____ Impact Fees Suspended March 2009 <u>IF UC</u> <span style="float: right;"><u>MC</u></span>					

**Property ID #** 28-35-16-02377-102    **Subdivision** Magnolia Hills Lot 2

- **New Mobile Home** \_\_\_\_\_ **Used Mobile Home** ☒ **MH Size** 26'8" x 36' **Year** 2008
- **Applicant** Dale Byron Rocky Ford    **Phone #** 386-497-2311
- **Address** PO Box 39, Fort White, FL 32038
- **Name of Property Owner** John & Sheila Walker    **Phone#** 758-4537
- **911 Address** 156 NW KATHY LN, LC, FL, 32055
- **Circle the correct power company -**

(Circle One) - FL Power & Light
- Clay Electric

Suwannee Valley Electric
- Progress Energy
- **Name of Owner of Mobile Home** John & Sheila Walker    **Phone #** 758-4537
- **Address** 883 SW Pine Mount Road, Lakeland, 32024
- **Relationship to Property Owner** SAMIE
- **Current Number of Dwellings on Property** 1
- **Lot Size** 109 x 200    **Total Acreage** .5
- **Do you : Have** Existing Drive **or** Private Drive **or need** Culvert Permit **or** Culvert Waiver **(Circle one)**  
(Currently using)                      (Blue Road Sign)                      (Putting in a Culvert)                      (Not existing but do not need a Culvert)
- **Is this Mobile Home Replacing an Existing Mobile Home** NO
- **Driving Directions to the Property** 90 WEST, TR on BROWN Road, TR ON ETHAN, TR ON KATHY LN, 2ND Lot ON RIGHT
- **Name of Licensed Dealer/Installer** Robert Sheppard    **Phone #** 623-2203
- **Installers Address** 6355 SE CR 245, LAKE CITY, FL, 32025
- **License Number** FH-0000853    **Installation Decal #** 278546



# PERMIT WORKSHEET

page 1 of 2

## PERMIT NUMBER

Installer

Robert Shepherd

License #

IK70853861

Address of home being installed

130 NW KATHRYN WAY

LAKE CITY FL 32057

Manufacturer

Live Oak

Length x width

28x60

NOTE: If home is a single wide fill out one half of the blocking plan  
If home is a triple or quad wide sketch in remainder of home

I understand Lateral Arm Systems cannot be used on any home (new or used) where the sidewall ties exceed 5 ft 4 in.

Installer's initials

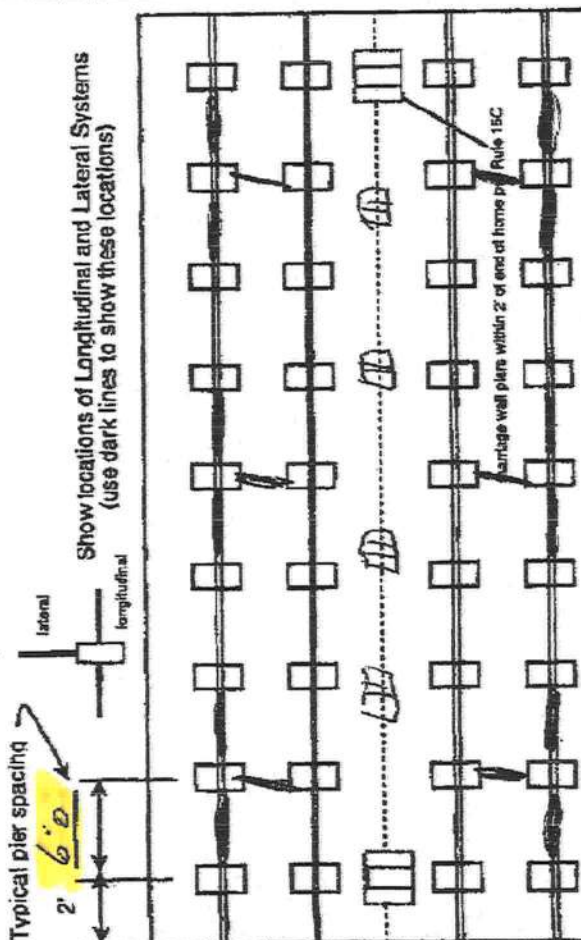
RS

Typical pier spacing

lateral

longitudinal

Show locations of Longitudinal and Lateral Systems (use dark lines to show these locations)



New Home

☐

Used Home

☒

Home installed to the Manufacturer's Installation Manual

☒

Home is installed in accordance with Rule 15-C

☐

Single wide

☐

Wind Zone II

☒

Wind Zone III

☐

Double wide

☒

Installation Decal #

275546

Triple/Quad

☐

Serial #

10710142 A/B

Roof System: ☒ Typical ☐ Hinged

## PIER SPACING TABLE FOR USED HOMES

Load bearing capacity	Footer size (sq in)	16" x 16" (256)	18 1/2" x 18 1/2" (342)	20" x 20" (400)	22" x 22" (484)	24" x 24" (576)	26" x 26" (676)
1000 psf	3'	4'	4'	5'	6'	7'	8'
1500 psf	4'	6'	6'	7'	8'	8'	8'
2000 psf	6'	8'	8'	8'	8'	8'	8'
2500 psf	7'	8'	8'	8'	8'	8'	8'
3000 psf	8'	8'	8'	8'	8'	8'	8'
3500 psf	8'	8'	8'	8'	8'	8'	8'

\* Interpolated from Rule 15C-1 pier spacing table.

## PIER PAD SIZES

I-beam pier pad size

17x25

Perimeter pier pad size

17x25

Other pier pad sizes (required by the mfg.)

17x25

## POPULAR PAD SIZES

Pad Size	Sq In
16 x 16	256
16 x 18	288
18.5 x 18.5	342
16 x 22.5	360
17 x 22	374
13 1/4 x 26 1/4	348
20 x 20	400
17 3/16 x 25 3/16	441
17 1/2 x 25 1/2	446
24 x 24	576
26 x 26	676

Draw the approximate locations of marriage wall openings 4 foot or greater. Use this symbol to show the piers.



List all marriage wall openings greater than 4 foot and their pier pad sizes below.

Opening

Pier pad size

4 ft 5 ft

## FRAME TIES

within 2' of end of home spaced at 5' 4" oc

## TIEDOWN COMPONENTS

Longitudinal Stabilizing Device (LSD)

Manufacturer

Longitudinal Stabilizing Device w/ Lateral Arms

Manufacturer

## OTHER TIES

Number

Sidewall

Longitudinal

Marriage wall

Shearwall

PLUMBING WORKSHEET

PERMIT NUMBER

POCKET PENETROMETER TEST

The pocket penetrometer tests are rounded down to 1500 psf or check here to declare 1000 lb. soil without testing.

x 1800 x 1800 x 1800

POCKET PENETROMETER TESTING METHOD

1. Test the perimeter of the home at 6 locations.
2. Take the reading at the depth of the footer.
3. Using 500 lb. increments, take the lowest reading and round down to that increment.

x 1800 x 1800 x 1800

TORQUE PROBE TEST

The results of the torque probe test is 295 inch pounds or check here if you are declaring 5' anchors without testing. A test showing 275 inch pounds or less will require 5 foot anchors.

Note: A state approved lateral arm system is being used and 4 ft. anchors are allowed at the sidewall locations. I understand 5 ft anchors are required at all centerline tie points where the torque test reading is 275 or less and where the mobile home manufacturer may require anchors with 4000 lb holding capacity.

Installer's initials RS

ALL TESTS MUST BE PERFORMED BY A LICENSED INSTALLER

Installer Name Robert Sheppard  
Date Tested 9-29-10

Electrical

Connect electrical conductors between multi-wide units, but not to the main power source. This includes the bonding wire between multi-wide units. Pg. 29

Plumbing

Connect all sewer drains to an existing sewer tap or septic tank. Pg. 28  
Connect all potable water supply piping to an existing water meter, water tap, or other independent water supply systems. Pg. 28

Site Preparation

Debris and organic material removed ☒  
Water drainage: Natural ☒ Swale ☐ Pad ☐ Other ☐

Fastening multi wide units

Floor: Type Fastener: 1495 Length: 5 Spacing: 16  
Walls: Type Fastener: 54023 Length: 4 Spacing: 16  
Roof: Type Fastener: 1495 Length: 6 Spacing: 16  
For used homes a min. 30 gauge, 8" wide, galvanized metal strip will be centered over the peak of the roof and fastened with galv. roofing nails at 2" on center on both sides of the centerline.

Gasket (weatherproofing requirement)

I understand a properly installed gasket is a requirement of all new and used homes and that condensation, mold, mildew and buckled marriage walls are a result of a poorly installed or no gasket being installed. I understand a strip of tape will not serve as a gasket.

Installer's initials RS

Type gasket FOAM  
Pg. 28  
Installed:  
Between Floors Yes ☒  
Between Walls Yes ☒  
Bottom of ridgebeam Yes ☒

Weatherproofing

The bottomboard will be repaired and/or taped. Yes ☒  
Siding on units is installed to manufacturer's specifications. Yes ☒ Pg. 28  
Fireplace chimney installed so as not to allow intrusion of rain water. Yes ☒

Miscellaneous

Skirting to be installed. Yes ☒ No ☐  
Dryer vent installed outside of skirting. Yes ☒ No ☐  
Range downflow vent installed outside of skirting. Yes ☒ No ☐  
Drain lines supported at 4 foot intervals. Yes ☒ No ☐  
Electrical crossovers protected. Yes ☒ No ☐  
Other: ☐

Installer verifies all information given with this permit worksheet is accurate and true based on the

manufacturer's installation instructions and or Rule 15C-1 & 2

Installer Signature Robert Sheppard Date 9-29-10



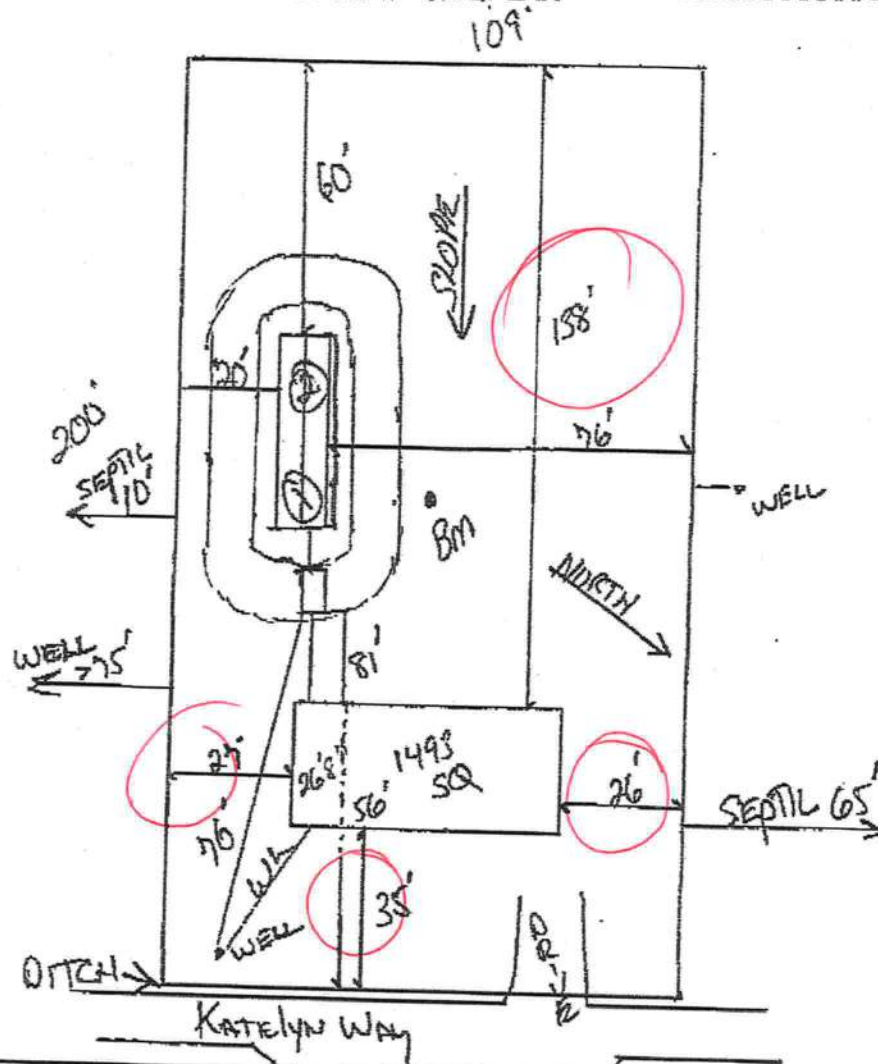
STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
APPLICATION FOR ONSITE SEWAGE DISPOSAL SYSTEM CONSTRUCTION PERMIT

Permit Application Number 10-0445

WALKER

## PART II - SITEPLAN

Scale: 1 inch = 40 feet.



**Notes:**

Site Plan submitted by:

Plan Approved

By Sally Ford, IH Director

MASTER CONTRACTOR

Date 9.29.10

County Health Department

ALL CHANGES MUST BE APPROVED BY THE COUNTY HEALTH DEPARTMENT

SEP-30-2010 08:10A FROM: A & B CONSTRUCTION 3864974866

TO: 7551439

P.2

SUBCONTRACTOR VERIFICATION FORM

APPLICATION NUMBER \_\_\_\_\_ CONTRACTOR Robert Shoppard PHONE 386-623-2203

THIS FORM MUST BE SUBMITTED PRIOR TO THE ISSUANCE OF A PERMIT

In Columbia County one permit will cover all trades doing work at the permitted site. It is REQUIRED that we have

records of the subcontractors who actually did the work. Ordinance 89-5, a contractor shall require all subcontractors to provide evidence of workers' compensation or exemption, general liability insurance and a valid Certificate of Competency license in Columbia County.

Any changes, the permitted contractor is responsible for the corrected form being submitted to this office prior to the start of that subcontractor beginning any work. Violations will result in stop work orders and/or fines.

<b>ELECTRICAL</b> 234 OK	Print Name: <u>Michael Conner</u>	Signature: <u>Michael Conner</u>	Phone #: <u>386-397-0909</u>
<b>MECHANICAL/A/C</b> 568 OK	Print Name: <u>David Hall</u>	Signature: <u>David Hall</u>	Phone #: <u>386-355-9892</u>
<b>PLUMBING/GAS</b> 678 OK	Print Name: <u>Robert Shappard</u>	Signature: <u>Robert Shappard</u>	Phone #: <u>386-623-2203</u>
<b>ROOFING</b>	Print Name: _____	Signature: _____	Phone #: _____
<b>SHEET METAL</b>	Print Name: _____	Signature: _____	Phone #: _____
<b>FIRE SYSTEM/SPRINKLER</b>	Print Name: _____	Signature: _____	Phone #: _____
<b>SOLAR</b>	Print Name: _____	Signature: _____	Phone #: _____

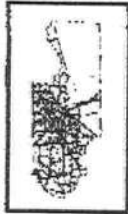
Specialty License	License Number	Sub-Contractors Printed Name	Sub-Contractors Signature
MASON			
CONCRETE FINISHER			
FRAMING			
INSULATION			
STUCCO			
DRYWALL			
PLASTER			
CABINET INSTALLER			
PAINTING			
ACOUSTICAL CEILING			
GLASS			
CERAMIC TILE			
FLOOR COVERING			
ALUM/VINYL SIDING			
GARAGE DOOR			
METAL BLDG DIRECTOR			

F. S. 440.103 Building permits; Identification of minimum premium policy.—Every employer shall, as a condition to applying for and receiving a building permit, show proof and certify to the permit issuer that it has secured compensation for its employees under this chapter as provided in ss. 440.10 and 440.38, and shall be presented each time the employer applies for a building permit.

Contractor Form: Subcontractor Form: 6/09

CK# 6948





## **COLUMBIA COUNTY 911 ADDRESSING / GIS DEPARTMENT**

P. O. Box 1787, Lake City, FL 32056-1787  
Telephone: (386) 758-1125 \* Fax: (386) 758-1365 \* Email: ron\_croft@columbiacountyfla.com



### **ADDRESS ASSIGNMENT DATA**

The Columbia County Board of County Commissioners has passed Ordinance 2001-9, which provides for a uniform numbering system. A copy of this ordinance is available in the Clerk of Court records, located in the courthouse. This new numbering system will increase the efficiency of POLICE, FIRE AND EMERGENCY MEDICAL vehicles responding to calls within Columbia County by immediately identifying the location of the caller.

**A Residential or Other Structure(s) on Parcel Number:**  
28-3S-16-02377-102 (LOT 2 MAGNOLIA HILLS S/D)

**Address Assignment(s):**  
156 NW KATELYN WAY, LAKE CITY, FL, 32055

Any questions concerning this information should be referred to the Columbia County 911 Addressing / GIS Department at the address or telephone number above.

# Residential Contract For Sale And Purchase

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



1\* **PARTIES:** Genesis Developers LLC ("Seller"),  
2\* and John and Sheila Walker ("Buyer"),  
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property  
4 (collectively "Property") pursuant to the terms and conditions of this Residential Contract For Sale And Purchase and  
5 any riders and addenda ("Contract"):

6 **1. PROPERTY DESCRIPTION:**

7\* (a) Street address, city, zip: TBD NW Katelyn Way Lake City 32055  
8\* (b) Property is located in: Columbia County, Florida. Real Property Tax ID No: 28-3S-16-02377-102  
9\* (c) Legal description of the Real Property: Lot 2 Magnolia Hills S/D

10\* together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and  
11 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded below.

12 (d) Personal Property: The following items owned by Seller and existing on the Property as of the date  
13 of the initial offer are included in the purchase ("Personal Property"): (i) ~~range(s)/oven(s), dishwasher(s),~~  
14 ~~disposal, ceiling fan(s), intercom, light fixtures, rods, draperies and other window treatments, garage door~~  
15 ~~openers, and security gate and other access devices; and (ii) those additional items checked below. If~~  
16 ~~additional details are necessary, specify below. If left blank, the item below is not included:~~

- |  |  |   |  |
|--|--|---|--|
| <input type="checkbox"/> Refrigerator(s)       | <input type="checkbox"/> Smoke detector(s) | <input type="checkbox"/> Pool barrier/fence         | <input type="checkbox"/> Storage shed              |
| <input type="checkbox"/> Microwave oven        | <input type="checkbox"/> Security system   | <input type="checkbox"/> Pool equipment             | <input type="checkbox"/> TV antenna/satellite dish |
| <input type="checkbox"/> Washer                | <input type="checkbox"/> Window/wall a/c   | <input type="checkbox"/> Pool heater                | <input type="checkbox"/> Water softener/purifier   |
| <input type="checkbox"/> Dryer                 | <input type="checkbox"/> Generator         | <input type="checkbox"/> Spa or hot tub with heater | <input type="checkbox"/> Storm shutters and panels |
| <input type="checkbox"/> Stand-alone ice maker |  | <input type="checkbox"/> Above ground pool          |  |

18 The only other items of Personal Property included in this purchase, and any additional details regarding  
19\* Personal Property, if necessary, are: \_\_\_\_\_

20\* Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

21 (e) The following items are excluded from the purchase: \_\_\_\_\_

22\* **2. PURCHASE PRICE** (U.S. currency): \_\_\_\_\_ \$ 12,900.00

23\* (a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)** \$ \_\_\_\_\_

24\* The initial deposit made payable and delivered to "Escrow Agent" named below

25\* **(CHECK ONE):** ☐ accompanies offer or ☐ is to be made upon acceptance (Effective Date)

26\* or ☐ is to be made within \_\_\_\_\_ (if blank, then 3) days after Effective Date

27\* Escrow Agent Information: Name: \_\_\_\_\_

28\* Address: \_\_\_\_\_ Phone: \_\_\_\_\_

29\* E-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

30\* (b) Additional deposit to be delivered to Escrow Agent within \_\_\_\_\_ (if blank, then 3)

31\* days after Effective Date \_\_\_\_\_ \$ \_\_\_\_\_

32\* (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

33\* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 \_\_\_\_\_

34\* (d) Other: \_\_\_\_\_ \$ \_\_\_\_\_

35\* (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire  
36\* transfer or other **COLLECTED** funds \_\_\_\_\_ \$ 12900.00

37\* **NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.**

38\* **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**

39\* (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before September 22,  
40\* 2010 this offer shall be deemed withdrawn and the Deposit, if any, will be returned to Buyer.

41\* Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the  
42\* counter-offer is delivered.

43\* (b) The effective date of this Contract will be the date when the last one of the Buyer and Seller has signed or  
44\* initialed this offer or final counter-offer ("Effective Date").

45\* **4. CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur  
46\* and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered  
47\* ("Closing") on September 30, 2010 ("Closing Date"), at the time established by the Closing Agent.

Buyer's Initials SW

Page 1 of 11

Seller's Initials SK



50 **5. EXTENSION OF CLOSING DATE:**

- 51 (a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth In Lending Act (TILA)  
52 notice requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements,  
53 not to exceed 7 days.
- 54 (b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes:  
55 (i) disruption of utilities or other services essential for Closing, or (ii) Hazard, Wind, Flood or Homeowners'  
56 insurance, to become unavailable prior to Closing, Closing will be extended a reasonable time up to 3 days  
57 after restoration of utilities and other services essential to Closing, and availability of applicable Hazard, Wind,  
58 Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not  
59 occurred within 14 (if left blank, 14) days after Closing Date, then either party may terminate this  
60 Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby  
61 releasing Buyer and Seller from all further obligations under this Contract.

62 **6. OCCUPANCY AND POSSESSION:** Unless otherwise stated herein, Seller shall, at Closing, have removed all  
63 personal items and trash from the Property and shall deliver occupancy and possession, along with all keys,  
64 garage door openers, access devices and codes, as applicable, to Buyer. If Property is intended to be rented or  
65 occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant  
66 to STANDARD D. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from  
67 date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have  
68 accepted Property in its existing condition as of time of taking occupancy, except with respect to any items  
69 identified by Buyer pursuant to Paragraph 12 prior to taking occupancy which require repair, replacement,  
70 treatment or remedy.

71 **7. ASSIGNABILITY: (CHECK ONE)** Buyer ☐ may assign and thereby be released from any further liability  
72 under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign  
73 this Contract.

74 **FINANCING**

75 **8. FINANCING:**

- 76 ☒ (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing  
77 contingency to Buyer's obligation to close.
- 78 ☐ (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a ☐ conventional ☐ FHA  
79 ☐ VA loan on the following terms within \_\_\_\_\_ (if blank, then 30) days after Effective Date ("Loan  
80 Commitment Date") for: **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate loan in  
81 the principal amount of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the Purchase Price, at an initial interest rate  
82 not to exceed \_\_\_\_\_ % (if blank, then prevailing rate based upon Buyer's creditworthiness), and for a  
83 term of \_\_\_\_\_ years ("Financing").

84 Buyer will make mortgage loan application for the Financing within \_\_\_\_\_ (if blank, then 5) days after  
85 Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing  
86 ("Loan Commitment") and close this Contract. Buyer shall keep Seller and Broker fully informed about  
87 the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and  
88 Buyer's lender to disclose such status and progress to Seller and Broker.

89 If Buyer does not receive Loan Commitment, then Buyer may terminate this Contract by delivering written  
90 notice to Seller, and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all  
91 further obligations under this Contract.

92 If Buyer does not deliver written notice to Seller of receipt of Loan Commitment or Buyer's written waiver of  
93 this financing contingency, then after Loan Commitment Date Seller may terminate this Contract by  
94 delivering written notice to Buyer and the Deposit shall be refunded to Buyer, thereby releasing Buyer and  
95 Seller from all further obligations under this Contract.

96 If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not  
97 thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default;  
98 (2) Property related conditions of the Loan Commitment have not been met (except when such conditions  
99 are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is  
100 insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of  
101 Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller  
102 from all further obligations under this Contract.

- 103 ☐ (c) Assumption of existing mortgage (see rider for terms).
- 104 ☐ (d) Purchase money note and mortgage to Seller (see riders, addenda, or special clauses for terms).

**CLOSING COSTS, FEES AND CHARGES**

**9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:**

**(a) COSTS TO BE PAID BY SELLER:**

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Other:
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees

Seller will pay the following amounts/percentages of the Purchase Price for the following costs and expenses:

- (i) up to \$ \_\_\_\_\_ or \_\_\_\_\_ % (1.5% if left blank) for General Repair Items ("General Repair Limit"); and
- (ii) up to \$ \_\_\_\_\_ or \_\_\_\_\_ % (1.5% if left blank) for WDO treatment and repairs ("WDO Repair Limit"); and
- (iii) up to \$ \_\_\_\_\_ or \_\_\_\_\_ % (1.5% if left blank) for costs associated with closing out open or expired building permits and obtaining required building permits for any existing improvement for which a permit was not obtained ("Permit Limit").

If, prior to Closing, Seller is unable to meet the Maintenance Requirement as required by Paragraph 11 or the repairs, replacements, treatments or permitting as required by Paragraph 12, then, sums equal to 125% of estimated costs to complete the applicable item(s) (but, not in excess of applicable General Repair, WDO Repair, and Permit Limits set forth above, if any) shall be escrowed at Closing. If actual cost of required repairs, replacements, treatment or permitting exceed applicable escrowed amounts, Seller shall pay such actual costs (but, not in excess of applicable General Repair, WDO Repair, and Permit Limits set forth above). Any unused portion of escrowed amount(s) shall be returned to Seller.

**(b) COSTS TO BE PAID BY BUYER:**

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Other:
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance

**(c) TITLE EVIDENCE AND INSURANCE:** At least 4 (if blank, then 5) days prior to Closing Date, a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and charges for owner's policy endorsements, title search, and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below **(CHECK ONE):**

☒ (i) Seller will designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select); or

☐ (ii) Buyer will designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements, and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller will furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ \_\_\_\_\_ (if blank, \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

**(d) SURVEY:** At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

**(e) HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A will pay for a home warranty plan issued by \_\_\_\_\_ at a cost not to exceed \$ \_\_\_\_\_. A home

warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

**(f) SPECIAL ASSESSMENTS:** At Closing, Seller will pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an

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improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer will pay all other assessments. If special assessments may be paid in installments (CHECK ONE):

☒ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190 F.S. which lien shall be treated as an ad valorem tax and prorated pursuant to STANDARD K.

#### DISCLOSURES

##### 10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.
- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation, Buyer may terminate this Contract by delivering written notice to Seller within 20 days after Effective Date, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.
- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint rider is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE:** BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **TAX WITHHOLDING:** If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"), Buyer and Seller will comply with FIRPTA, which may require Seller to provide additional cash at Closing.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer.

#### PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

**11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, and those repairs, replacements or treatments required to be made by this Contract, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("Maintenance Requirement").

##### 12. PROPERTY INSPECTION AND REPAIR:

- (a) **INSPECTION PERIOD:** By the earlier of 15 days after Effective Date or 5 days prior to Closing Date ("Inspection Period"), Buyer may, at Buyer's expense, conduct "General", "WDO", and "Permit" inspections described below. If Buyer fails to timely deliver to Seller a written notice or report required by (b), (c), or (d) below, then, except for Seller's continuing Maintenance Requirement, Buyer shall have waived Seller's obligation(s) to repair, replace, treat or remedy the matters not inspected and timely reported. If this Contract does not close, Buyer will repair all damage to Property resulting from Buyer's inspections, return Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its completion.

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(b) **GENERAL PROPERTY INSPECTION AND REPAIR:**

(i) **General Inspection:** Those items specified in Paragraph 12(b)(ii) below, which Seller is obligated to repair or replace ("General Repair Items") may be inspected ("General Inspection") by a person who specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected ("Professional Inspector"). Buyer shall, within the Inspection Period, inform Seller of any General Repair Items that are not in the condition required by (b)(ii) below by delivering to Seller either a written notice or a copy of the portion of Professional Inspector's written report dealing with such items.

(ii) **Property Condition:** The following items shall be free of leaks, water damage or structural damage: ceiling, roof (including fascia and soffits), exterior and interior walls, doors, windows, and foundation. The above items together with pool, pool equipment, non-leased major appliances, heating, cooling, mechanical, electrical, security, sprinkler, septic and plumbing systems and machinery, seawalls, and dockage, are, and shall be maintained until Closing, in "Working Condition" (defined below). Torn screens (including pool and patio screens), fogged windows, and missing roof tiles or shingles will be repaired or replaced by Seller prior to Closing. Seller is not required to repair or replace "Cosmetic Conditions" (defined below), unless the Cosmetic Conditions resulted from a defect in an item Seller is obligated to repair or replace. "Working Condition" means operating in the manner in which the item was designed to operate. "Cosmetic Conditions" means aesthetic imperfections that do not affect Working Condition of the item, including, but not limited to, pitted marcite; tears, worn spots and discoloration of floor coverings, wallpapers, or window treatments; nail holes, scrapes, scratches, dents, chips or caulking in ceilings, walls, flooring, tile, fixtures, or mirrors; and minor cracks in walls, floor tiles, windows, driveways, sidewalks, pool decks, and garage and patio floors. Cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks, leakage or structural damage.

(iii) **General Property Repairs:** Seller is only obligated to make such general repairs as are necessary to bring items into the condition specified in Paragraph 12(b)(ii) above. Seller will, within 5 days after receipt of Buyer's written notice or General Inspection report, either have the reported repairs to General Repair Items estimated by an appropriately licensed person and a copy delivered to Buyer, or have a second inspection made by a Professional Inspector and provide a copy of such report and estimates of repairs to Buyer. If Buyer's and Seller's inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together will choose, and equally split the cost of, a third Professional Inspector, whose written report will be binding on the parties.

If costs to repair General Repair Items equals or is less than the General Repair Limit, Seller will have repairs made in accordance with Paragraph 12(f). If cost to repair General Repair Items exceeds the General Repair Limit, then within 5 days after a party's receipt of the last estimate: (A) Seller may elect to pay the excess by delivering written notice to Buyer, or (B) Buyer may deliver written notice to Seller designating which repairs of General Repair Items Seller shall make (at a total cost to Seller not exceeding the General Repair Limit) and agreeing to accept the balance of General Repair Items in their "as is" condition, subject to Seller's continuing Maintenance Requirement. If neither party delivers such written notice to the other, then either party may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) **WOOD DESTROYING ORGANISM ("WDO") INSPECTION AND REPAIR:**

(i) **WDO Inspection:** The Property may be inspected by a Florida-licensed pest control business ("WDO Inspector") to determine the existence of past or present WDO infestation and damage caused by infestation ("WDO Inspection"). Buyer shall, within the Inspection Period, deliver a copy of the WDO Inspector's written report to Seller if any evidence of WDO infestation or damage is found. "Wood Destroying Organism" ("WDO") means arthropod or plant life, including termites, powder-post beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences.

(ii) **WDO Repairs:** If Seller previously treated the Property for the type of WDO found by Buyer's WDO Inspection, Seller does not have to retreat the Property if there is no visible live infestation, and Seller, at Seller's cost, transfers to Buyer at Closing a current full treatment warranty for the type of WDO found. Seller will, within 5 days after receipt of Buyer's WDO Inspector's report, have reported WDO damage estimated by an appropriately licensed person, necessary corrective treatment, if any, estimated by a WDO Inspector, and a copy delivered to Buyer. Seller will have treatments and repairs made in accordance with Paragraph 12(f) below up to the WDO Repair Limit. If cost to treat and repair the WDO infestations and damage to Property exceeds the WDO Repair Limit, then within 5 days after receipt of Seller's estimate, Buyer may deliver written notice to Seller agreeing to pay the excess, or designating which WDO repairs Seller shall make (at a total cost to Seller not exceeding the WDO Repair Limit), and accepting the balance of the Property in its "as is" condition with regard to WDO infestation and damage, subject to Seller's continuing Maintenance Requirement. If Buyer does not deliver such written notice to Seller, then either party may terminate this



Contract by written notice to the other, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(d) **INSPECTION AND CLOSE-OUT OF BUILDING PERMITS:**

(i) **Permit Inspection:** Buyer may have an inspection and examination of records and documents made to determine whether there exist any open or expired building permits or unpermitted improvements to the Property ("Permit Inspection"). Buyer shall, within the Inspection Period, deliver written notice to Seller of the existence of any open or expired building permits or unpermitted improvements to the Property.

(ii) **Close-Out of Building Permits:** Seller will, within 5 days after receipt of Buyer's Permit Inspection notice, have an estimate of costs to remedy Permit Inspection items prepared by an appropriately licensed person and a copy delivered to Buyer. No later than 5 days prior to Closing Date, Seller shall, up to the Permit Limit have open and expired building permits identified by Buyer or known to Seller closed by the applicable governmental entity, and obtain and close any required building permits for improvements to the Property. Prior to Closing Date, Seller will provide Buyer with any written documentation that all open and expired building permits identified by Buyer or known to Seller have been closed out and that Seller has obtained required building permits for improvements to the Property. If final permit inspections cannot be performed due to delays by the governmental entity, Closing Date shall be extended for up to 10 days to complete such final inspections, failing which, either party may terminate this Contract, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

If cost to close open or expired building permits or to remedy any permit violation of any governmental entity exceeds Permit Limit, then within 5 days after a party's receipt of estimates of cost to remedy: (A) Seller may elect to pay the excess by delivering written notice to Buyer; or (B) Buyer may deliver written notice to Seller accepting the Property in its "as is" condition with regard to building permit status and agreeing to receive credit from Seller at Closing in the amount of Permit Limit. If neither party delivers such written notice to the other, then either party may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(e) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the Maintenance Requirement, has made repairs and replacements required by this Contract, and has met all other contractual obligations.

(f) **REPAIR STANDARDS; ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:**

All repairs and replacements shall be completed in a good and workmanlike manner by an appropriately licensed person, in accordance with all requirements of law, and shall consist of materials or items of quality, value, capacity and performance comparable to, or better than, that existing as of the Effective Date. Except as provided in Paragraph 12(c)(ii), at Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

**ESCROW AGENT AND BROKER**

**13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order. Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

**14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate

professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

#### DEFAULT AND DISPUTE RESOLUTION

##### 15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker, provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

##### 16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter.

This Paragraph 16 shall survive Closing or termination of this Contract.

##### 17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

#### STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

##### 18. STANDARDS:

###### A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall

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**STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)**

393 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or  
 394 before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the  
 395 amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject  
 396 only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions  
 397 and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise  
 398 common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted  
 399 public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to  
 400 rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f)  
 401 assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that,  
 402 unless waived by Paragraph 12 (a), there exists at Closing no violation of the foregoing and none prevent use of the  
 403 Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) - (f) above,  
 404 then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title  
 405 Standards adopted by authority of The Florida Bar and in accordance with law.

406 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify  
 407 Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it  
 408 is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after  
 409 date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period")  
 410 after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller,  
 411 Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will  
 412 deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will  
 413 close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's  
 414 notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of  
 415 Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days  
 416 within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure  
 417 Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date  
 418 has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or  
 419 (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from  
 420 all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects,  
 421 and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,  
 422 thereby releasing Buyer and Seller from all further obligations under this Contract.

423 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon  
 424 encroach on setback lines, easements, or lands of others; or violate any restrictions, covenants, or applicable  
 425 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such  
 426 matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than  
 427 Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey  
 428 shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior  
 429 survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the  
 430 preparation of such prior survey, to the extent the affirmations therein are true and correct.

431 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to  
 432 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

433 **D. LEASES:** Seller shall, within 5 days after Inspection Period, furnish to Buyer copies of all written leases and  
 434 estoppel letters from each tenant specifying nature and duration of tenant's occupancy, rental rates, advanced rent  
 435 and security deposits paid by tenant, and income and expense statements for preceding 12 months ("Lease  
 436 Information"). If Seller is unable to obtain estoppel letters from tenant(s), the same information shall be furnished by  
 437 Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant(s)  
 438 to confirm such information. If terms of the lease(s) differ materially from Seller's representations, Buyer may deliver  
 439 written notice to Seller within 5 days after receipt of Lease Information, but no later than 5 days prior to Closing  
 440 Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all  
 441 further obligations under this Contract. Seller shall, at Closing, deliver and assign all original leases to Buyer who  
 442 shall assume Seller's obligation thereunder.

443 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting; (i) to the absence of any financing  
 444 statement, claims of lien or potential lienors known to Seller, and (ii) that there have been no improvements or repairs  
 445 to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or  
 446 repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general  
 447 contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all  
 448 such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for  
 449 improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid  
 450 or will be paid at Closing.

451 **F. TIME:** Calendar days shall be used in computing time periods. Any time periods provided for in this Contract

**STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)**

453 which shall end on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m.  
 454 (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

455 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be  
 456 liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or  
 457 prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual  
 458 transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of  
 459 Buyer or Seller, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in  
 460 part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force  
 461 Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent  
 462 performance under this Contract more than 14 days beyond Closing Date, then either party may terminate this  
 463 Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer  
 464 and Seller from all further obligations under this Contract.

465 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,  
 466 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described  
 467 in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by  
 468 absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

469 **I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

470 (i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the  
 471 attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title  
 472 insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

473 (ii) **CLOSING DOCUMENTS:** At Closing, Seller shall furnish and pay for, as applicable, deed, bill of sale,  
 474 certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, and corrective  
 475 instruments. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract.  
 476 Buyer shall furnish and pay for, as applicable, mortgage, mortgage note, security agreement, financing statements,  
 477 survey, base elevation certification, and other documents required by Buyer's lender.

478 (iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title  
 479 Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the  
 480 escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to**  
 481 **COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to  
 482 Seller.

483 **J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide  
 484 for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow  
 485 and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period  
 486 of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer  
 487 shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt  
 488 of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds  
 489 paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with  
 490 such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to  
 491 Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the  
 492 Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be  
 493 available to Buyer by virtue of warranties contained in the deed or bill of sale.

494 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of  
 495 the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes  
 496 (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents  
 497 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in  
 498 which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by  
 499 prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to  
 500 Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current  
 501 year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing  
 502 occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be  
 503 prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then  
 504 taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of  
 505 year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated  
 506 based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which,  
 507 request shall be made to the County Property Appraiser for an informal assessment taking into account available  
 508 exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of  
 509 current year's tax bill. This STANDARD K shall survive Closing.

510 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller shall,  
 511 upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a



## STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

513 walk-through (or follow-up walk-through if necessary) prior to Closing.

514 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty  
 515 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not  
 516 exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed  
 517 pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated  
 518 cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of  
 519 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase  
 520 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of  
 521 Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the  
 522 Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation  
 523 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

524 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with  
 525 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate  
 526 in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however,  
 527 cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent  
 528 upon, nor extended or delayed by, such Exchange.

529 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES:** Neither this Contract nor any  
 530 notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the  
 531 parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural  
 532 and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real  
 533 estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in  
 534 writing and may be made by mail, personal delivery or electronic (including "pdf") media. A legible facsimile or  
 535 electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an  
 536 original.

537 **P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement  
 538 of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or  
 539 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change  
 540 in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended  
 541 to be bound by it.

542 **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this  
 543 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or  
 544 rights.

545 **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten  
 546 or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

547 **S. COLLECTION or COLLECTED:** "COLLECTION" or "COLLECTED" means any checks tendered or received,  
 548 including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent  
 549 or Closing Agent. Closing and disbursement of funds and delivery of Closing documents may be delayed by  
 550 Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

551 **T. LOAN COMMITMENT:** "Loan Commitment" means a statement by the lender setting forth the terms and  
 552 conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower.

553 **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State of  
 554 Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county in  
 555 which the Real Property is located.

## ADDENDA AND ADDITIONAL TERMS

556  
 557 **19. ADDENDA:** The following additional terms are included in the attached addenda and incorporated into this  
 558 Contract (Check if applicable):

- |  |   |   |  |
|--|---|---|--|
| <input type="checkbox"/> A. Condominium Assn.                | <input type="checkbox"/> L. Right to Inspect/<br>Cancel                         | <input type="checkbox"/> R. Rezoning                        | <input type="checkbox"/> Y. Seller's Attorney<br>Approval              |
| <input type="checkbox"/> B. Homeowners' Assn.                | <input type="checkbox"/> M. Defective Drywall                                   | <input type="checkbox"/> S. Lease Purchase/<br>Lease Option | <input type="checkbox"/> Z. Buyer's Attorney<br>Approval               |
| <input type="checkbox"/> C. Seller Financing                 | <input type="checkbox"/> N. Coastal Construction<br>Control Line                | <input type="checkbox"/> T. Pre-Closing<br>Occupancy        | <input type="checkbox"/> AA. Licensee-Personal<br>Interest in Property |
| <input type="checkbox"/> D. Mortgage Assumption              | <input type="checkbox"/> O. Insulation Disclosure                               | <input type="checkbox"/> U. Post-Closing<br>Occupancy       | <input type="checkbox"/> BB. Binding Arbitration                       |
| <input type="checkbox"/> E. FHA/VA Financing                 | <input type="checkbox"/> P. Pre-1978 Housing<br>Statement (Lead<br>Based Paint) | <input type="checkbox"/> V. Sale of Buyer's<br>Property     | <input type="checkbox"/> Other _____                                   |
| <input checked="" type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> Q. Housing for Older<br>Persons                        | <input type="checkbox"/> W. Back-up Contract                |  |
| <input type="checkbox"/> G. Short Sale                       |   | <input type="checkbox"/> X. Kick-out Clause                 |  |
| <input type="checkbox"/> H. Homeowners' Insurance            |   |   |  |
| <input type="checkbox"/> I. FIRPTA                           |   |   |  |
| <input type="checkbox"/> J. Interest-Bearing Acct.           |   |   |  |
| <input type="checkbox"/> K. "As Is"                          |   |   |  |

Buyer's Initials

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Seller's Initials

559\* 20. ADDITIONAL TERMS: \_\_\_\_\_  
560\* \_\_\_\_\_  
561\* \_\_\_\_\_  
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567\* \_\_\_\_\_  
568\* \_\_\_\_\_  
569\* \_\_\_\_\_

570 COUNTER-OFFER/REJECTION

571\* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and  
572 deliver a copy of the acceptance to Seller).  
573\* ☐ Seller rejects Buyer's offer.

574 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE  
575 OF AN ATTORNEY PRIOR TO SIGNING.

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

577 Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms  
578 and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions  
579 should be negotiated based upon the respective interests, objectives and bargaining positions of all interested  
580 persons.

581 AN ASTERISK (\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO  
582 BE COMPLETED.

583\* Buyer: John E. Walker Date: 9/21/2010

584\* Buyer: Shirley E. Walker Date: 9/21/2010

585\* Seller: [Signature] Date: 9/21/10

586\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_

587 Buyer's address for purposes of notice  
588\* 883 SW Pine Mount Rd 32024  
589\* \_\_\_\_\_  
590\* \_\_\_\_\_

Seller's address for purposes of notice  
\_\_\_\_\_  
P.O. Box 815  
Lake City, FL 32056

591 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled  
592 to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent  
593 to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage  
594 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has  
595 retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation  
596 made by Seller or Listing Broker to Cooperating Brokers.

597\* \_\_\_\_\_  
598 Cooperating Sales Associate, if any

Missy Zecher  
Listing Sales Associate

599\* \_\_\_\_\_  
600 Cooperating Broker, if any

RE/MAX Professionals, Inc.  
Listing Broker



# Short Sale Addendum to Purchase and Sale Contract



The following provisions are made part of the Contract for Sale and Purchase or Residential Sale and Purchase Contract between Genesis Developers LLC (Seller) and

John and Sheila Walker

(Buyer) concerning the Property located

at TBD NW Katelyn Way Lake City, FL 32055 Lot 2 Magnolia Hills S/D

1. **Approval of the Lender:** This Contract is contingent upon: (a) the Seller's lender(s) and/or other lien holder(s) (collectively the "Lender") approval of the purchase price, terms of the Contract and the HUD-1 settlement statement (b) the Lender's agreement to accept a payoff which is less than the balance due on the loan or other indebtedness and (c) the Lender's release and satisfaction of the mortgage(s) and/or other lien(s) upon receipt of discounted payoff. If Seller does not deliver written notice to Buyer that Lender has approved the purchase price and contract terms within 45 days from Effective Date ("Approval Deadline") (45 days if left blank), either party may within five (5) days thereafter cancel the Contract by delivering written notice to the other.
2. **Effective Date and Time for Acceptance:** The Effective Date and the time for acceptance of all offers and counteroffers under the Contract shall be computed as set forth in the Contract.
3. **Time periods: (check one)**  
☒ Except for Approval Deadline, all time periods for inspections, contingencies, deposit(s) and other obligations under the Contract shall commence from the date Seller delivers written notice to Buyer that the Contract has been approved by the Lender.  
☐ All time periods under the Contract shall commence from the Effective Date under the Contract.  
Buyer and Seller agree to extend the Closing Date in the Contract, not to exceed 10 days (10 days if left blank) if the Lender requires additional time to complete the short sale transaction.
4. **Acknowledgement by Buyer:** Buyer acknowledges that the Lender is not a party to the Contract and therefore is not obligated to approve the Contract. Buyer further acknowledges that Seller and Broker are not liable for delays caused by Lender, failure of the Lender to approve the Contract, failure of the Lender to complete the Short Sale after approving the Contract or any costs and expenses (such as payments for loan applications, inspections, and appraisals) associated with the delays or Lender's failure to approve the Contract or complete the Short Sale after approving the Contract.
5. **Multiple Offers:** Unless otherwise agreed by Buyer and Seller in writing, Seller may continue to market the Property for sale and accept other offers and submit those accepted offers to the Lender.

This addendum amends the above-referenced Contract between Seller and Buyer. All other non-conflicting provisions of that agreement remain in full force and effect.

SELLER

DATE

SELLER

DATE

BUYER

DATE

BUYER

DATE

**Columbia County Property Appraiser**

DB Last Updated: 8/5/2010

**2009 Tax Roll Year**

Parcel: 28-3S-16-02377-102

**Owner & Property Info**

&lt;&lt; Prev Search Result: 22 of 96 Next &gt;&gt;

Owner's Name	CORNERSTONE DEVELOPERS LLC		
Mailing Address	C/O GENESIS DEVELOPERS P O BOX 815 LAKE CITY, FL 32056		
Site Address	LOT 2 MAGNOLIA HILLS S/D		
Use Desc. (code)	VACANT (000000)		
Tax District	2 (County)	Neighborhood	28316
Land Area	0.000 ACRES	Market Area	06
Description	NOTE: This description is not to be used as the Legal Description for this parcel in any legal transaction.		
LOT 2 MAGNOLIA HILLS S/D. ORB 805-1554, 925-348, 959-131, 959-1726, WD 1063-433.WD 1073-2550,2551			

**Property & Assessment Values**

2009 Certified Values		
Mkt Land Value	cnt: (0)	\$14,400.00
Ag Land Value	cnt: (1)	\$0.00
Building Value	cnt: (0)	\$0.00
XFOB Value	cnt: (0)	\$0.00
Total Appraised Value		\$14,400.00
Just Value		\$14,400.00
Class Value		\$0.00
Assessed Value		\$14,400.00
Exempt Value		\$0.00
Total Taxable Value	Cnty: \$14,400 Other: \$14,400   Schl: \$14,400	

**2010 Working Values****NOTE:**

2010 Working Values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

**Sales History**

Sale Date	OR Book/Page	OR Code	Vacant / Improved	Qualified Sale	Sale RCode	Sale Price
2/9/2006	1073/2551	WD	V	U	02	\$468,000.00
2/8/2006	1073/2550	QC	V	U	01	\$468,000.00
8/11/2005	1063/433	WD	V	Q		\$420,000.00



**A & B Well Drilling, Inc.**  
**5673 NW Lake Jeffery Road**  
**Lake City, FL, 32055**  
**(O) 386-758-3409**  
**(F) 386-758-3410**  
**(C) 386-623-3151**

9/29/2010

To: Columbia County Building Department

Description of well to be installed for Customer: WALKER  
Located at Address: KATHY WAT

1 hp 15 GPM Submersible Pump, 1 1/4" drop pipe, 86 gallon captive tank and back flow prevention, With SRWMD permit.

Bruce Park  
Sincerely  
Bruce Park  
President

**MOBILE HOME INSTALLER AFFIDAVIT**

As per Florida Statutes Section 320.8249 Mobile Home Installers License:

Any person who engages in mobile home installation shall obtain a mobile home installer's license from the Bureau of Mobile Home and Recreational Vehicle Construction of the Department of Highway Safety and Motor Vehicles pursuant to this section. Said License shall be renewed annually, and each licensee shall pay a fee of \$150.

I, Robert Sheppard, license number IH-102538611 do hereby state that the installation of the manufactured home for (applicant) Dale Burd or Rocky Ford for (customer name) WALKER in Columbia County will be done under my supervision.

X Robert Sheppard  
Signature

Sworn to and subscribed before me this 29 day of SEPT, 2010.

Personally Known: ✓  
Produced ID (Type):                     

Notary Public:                     



DALE R. BURD  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE002925  
Expires 7/16/2014

(stamp)



# CODE ENFORCEMENT PRELIMINARY MOBILE HOME INSPECTION REPORT

DATE RECEIVED 9/30/10 BY CF IS THE M/H ON THE PROPERTY WHERE THE PERMIT WILL BE ISSUED? No  
 OWNERS NAME JOHN + Shola Walker PHONE 358-4537 CELL 961-2595 - Robert Tuberville  
 ADDRESS 885 SW PINE MOUNT ROAD, LAKE CITY, FL, 32024  
 MOBILE HOME PARK \_\_\_\_\_ SUBDIVISION \_\_\_\_\_  
 DRIVING DIRECTIONS TO MOBILE HOME 90 WEST T LON PINE MOUNT ROAD, AT CURVE  
PAST SW DEPT. DAVIS, PROPERTY ON LEFT  
 MOBILE HOME INSTALLER Robert Sheppard PHONE 623-2203 CELL STAN

## MOBILE HOME INFORMATION

MAKE LOTH YEAR 2008 SIZE 28 x 56 COLOR \_\_\_\_\_  
 SERIAL No. 10710142 A/B  
 WIND ZONE II Must be wind zone II or higher NO WIND ZONE I ALLOWED

## INSPECTION STANDARDS

### INTERIOR:

(P or F) - P = PASS F = FAILED

/ SMOKE DETECTOR ( ) OPERATIONAL ( ) MISSING  
/ FLOORS ( ) SOLID ( ) WEAK ( ) HOLES DAMAGE LOCATION \_\_\_\_\_  
/ DOORS ( ) OPERABLE ( ) DAMAGED  
/ WALLS ( ) SOLID ( ) STRUCTURALLY UNSOUND  
/ WINDOWS ( ) OPERABLE ( ) INOPERABLE  
/ PLUMBING FIXTURES ( ) OPERABLE ( ) INOPERABLE ( ) MISSING  
/ CEILING ( ) SOLID ( ) HOLES ( ) LEAKS APPARENT  
/ ELECTRICAL (FIXTURES/OUTLETS) ( ) OPERABLE ( ) POSED WIRING ( ) OUTLET COVERS MISSING ( ) LIGHT  
 FIXTURES MISSING

### EXTERIOR:

/ WALLS / SIDING ( ) LOOSE SIDING ( ) STRUCTURAL / UNSOUND ( ) NOT WEATHERTIGHT ( ) NEEDS CLEANING  
/ WINDOWS ( ) CRACKED / BROKEN GLASS ( ) SCREE MISSING ( ) WEATHERTIGHT  
/ ROOF ( ) APPEARS SOLID ( ) DAMAGED

## STATUS

APPROVED / WITH CONDITIONS: \_\_\_\_\_

NOT APPROVED \_\_\_\_\_ NEED RE-INSPECTION FOR FOLLOWING CONDITIONS: \_\_\_\_\_

SIGNATURE Art A. Russell ID NUMBER 402 DATE 10-1-10